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Union New Mexico Education Employees TVI Security Employees Bargaining Unit

Local 4974

Occupations Represented
Security guards and gaming surveillance officers

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.

**AGREEMENT BETWEEN
ALBUQUERQUE TVI and
THE NEW MEXICO EDUCATION EMPLOYEES
TVI SECURITY EMPLOYEES BARGAINING UNIT**

PREAMBLE

This AGREEMENT is entered into between the Albuquerque Technical Vocational Institute, hereinafter referred to as TVI or the “Institute”, and the New Mexico Federation of Educational Employees TVI Security Employees Bargaining Unit, Local 4974, hereinafter referred to as the “Federation” and/or the “employees”.

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 1 RECOGNITION

- 1.1 The TVI Governing Board hereby recognizes the Federation as the exclusive representative for all full and part time non-probationary/ trial period security employees as designated in the TVI Labor Relations Board Certification of June 14, 1995.
- 1.2 TVI will advise the Federation in writing of all additional or newly established security positions to be included in the bargaining unit.

ARTICLE 2 DEFINITIONS

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

- 2.1 Bargaining Unit - TVI regular full and part-time employees (does not include temporary or trial employees, casual employees and other employees who have no expectation of continued employment or independent contractors).
- 2.2 Board - The Albuquerque Technical Vocational Institute Governing Board.
- 2.3 Days - Calendar days unless otherwise defined in this Agreement.
- 2.4 Employee - An employee within the Security bargaining unit.
- 2.5 Federation - The New Mexico Federation of Teachers TVI Security Employees, AFT.
- 2.6 Federation Representative – A Federation member who is designated by the Federation to represent the Federation.
- 2.7 Full-Time Employees – An employee who is selected to fill a full-time budgeted position.

- 2.8 Institute - The Albuquerque Technical Vocational Institute.
- 2.9 Labor Board - The TVI Labor Relations Board.
- 2.10 Labor Relations Policy - TVI Collective Bargaining Policy.
- 2.11 Part-Time Employees - An employee who is selected to fill a part-time budgeted position.
- 2.12 President - The chief executive officer of TVI.
- 2.13 Reverse Seniority – Refers to beginning with those employees who have the least amount of seniority as defined in this Agreement.
- 2.14 Straight Time - An employee’s hourly rate of pay.
- 2.15 Time and One Half - Pay at 150% of the straight time rate.
- 2.16 Trial Employee – An employee in a position eligible for the bargaining unit who has been employed with the Institute for less than six (6) months. The Institute may extend the trial period for a maximum of an additional six (6) months.
- 2.17 Work Week - The workweek begins at 12:01 AM Saturday and ends at 12 midnight the following Friday. If an employee’s scheduled shift begins before midnight and ends after midnight, the entire shift will be counted on the day on which more than one-half of the shift was worked.

ARTICLE 3 COLLECTIVE BARGAINING PROCEDURES

- 3.1 Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Agreement and shall include the full text written proposals on all of the issues about which the party is initiating negotiations. Within a reasonable time period after receiving notice, not to exceed thirty (30) days, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which the parties shall meet and determine a mutually agreed upon time and place to begin negotiations. In the event a party opens negotiation in accordance with this Article, bargaining will commence no later than sixty days prior to the expiration of this Agreement.
- 3.2 Negotiations shall be conducted in closed sessions.
- 3.3 Negotiations ground rules shall be negotiated by the parties.
- 3.4 During the negotiations, the parties shall meet at mutually acceptable times and locations.
- 3.5 All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team’s understanding of the language as it relates to another part of the Agreement. Unless otherwise

agreed to by the parties, tentative agreements shall not become effective until the entire negotiation package is ratified by the parties.

- 3.6 Upon the conclusion of the fact-finding hearing, the fact finder shall recommend only the last best final total package offer of one of the parties.

ARTICLE 4 AGREEMENT CONTROL

- 4.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the State of New Mexico.
- 4.2 If Institute policy, regulation or directive specifically conflicts with the provisions of this Agreement, the Agreement shall control.
- 4.3 This Agreement may only be modified or waived through a written agreement between the Institute and the Federation.
- 4.4 The Institute will not implement any policy, regulation or directive that specifically conflicts with this Agreement. The Federation and the employees will abide by the conditions of this Agreement and applicable employer policy.
- 4.5 Unless otherwise specifically stated herein, the provisions, conditions and requirements of this Agreement shall apply to all employees in the bargaining unit.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise. 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 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 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.

5.2 DEFINITIONS

- 5.2.1 A GRIEVANCE shall mean an allegation by an employee, a group of employees with the same dispute or the Federation that there has been a violation of any provision(s) of this Agreement.
- 5.2.2 A GRIEVANT shall be any employee, group of employees or the Federation.
- 5.2.3 DAYS shall mean workdays and shall not include holidays or recesses observed by TVI.

5.3 PROCEDURES

- 5.3.1 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.
- 5.3.2 Failure to submit the employer's decision in writing within ten (10) workdays will cause the grievance to proceed automatically to the next level. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues.
- 5.3.3 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties. The time limits shall not be considered waived or extended unless they are waived or extended in writing. A Federation representative may waive or extend the time limits on behalf of an employee.
- 5.3.4 No reprisal or retaliation shall be taken against either a grievant or any individual as a result of participation in the processing of a grievance.
- 5.3.5 A grievant may be accompanied and represented by the Federation at any hearing or meeting conducted under this procedure. The Institute may also have representation of its choosing.
- 5.3.6 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. At any hearing (Department Head Level or above) of a grievance brought individually by an employee, the Federation shall be afforded the opportunity to be present and make its views known. Any adjustment made shall be consistent with the provisions of this Agreement.
- 5.3.7 If a grievance affects a group of two or more employees or involves a decision or action by TVI, which has a division-wide impact, the Federation may submit the grievance on behalf of the affected employees at Level 3 of this procedure. The parties may submit this grievance at Level 1 if all of the employees affected by the grievance have the same supervisor.
- 5.3.8 The parties may facilitate any investigation which may be necessary in order to expedite the process and provide information which is relevant to the issues addressed in the grievance. This investigation may include the sharing of relevant documents, facts, records and data in the possession of either party.
- 5.3.9 All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file. This excludes any documents, which precipitated the grievance unless removed as a settlement of a grievance.
- 5.3.10 Upon agreement between TVI and the Federation, leave with pay may be granted to an employee to participate in a grievance meeting.
- 5.3.11 Grievance proceedings shall be kept informal at all levels of this procedure.
- 5.3.12 The grievant must file a written grievance within ten (10) workdays of the day the grievant knew or reasonably should have known of the incident that precipitated the grievance.

- 5.3.13 The parties shall mutually agree upon a form to be used for filing grievances.
- 5.3.14 At any stage of the procedure, the parties may initiate a settlement proceeding as an attempt to resolve a grievance. If the proceeding is initiated, the grievance time limits will be tolled. The proceeding shall be conducted by a representative appointed by the Federation and one appointed by the Institute. If either party determines that the proceeding should be terminated, the moving party may end the proceeding by submitting a notification in writing to the other party of its intent to terminate the proceeding and reinstate the time limits.

5.4 LEVEL ONE

- 5.4.1 The grievant and/or the Federation shall submit the grievance in writing to the immediate supervisor during an informal meeting. To be considered, the grievance must 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. A copy of the grievance will be filed with the Department Director.

5.5 LEVEL TWO

- 5.5.1 If, after ten (10) days the grievance is not resolved at the informal meeting the grievant or the Federation representative may submit the grievance in writing to the Department Director.
- 5.5.2 No later than ten (10) days following receipt of the grievant's written appeal, the Department Director shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and witnesses to the hearing in order to present exhibits and testimony on their behalf.
- 5.5.3 No later than ten (10) days following the conclusion of the meeting, the Department Director shall present a written response to the grievance. The response shall be submitted to the grievant and/or the Federation.

5.6 LEVEL THREE

- 5.6.1 If the grievant is not satisfied with the response of the Department Director he/she may appeal the decision to the Human Resources Director. Within ten (10) days of receipt of the grievance the Human Resources Director shall submit a response to the grievant.

5.7 ARBITRATION

- 5.7.1 If the Federation and the grievant are not satisfied with the Human Resources' grievance disposition, the grievant may appeal the grievance to arbitration by submitting a written request for arbitration to the Federal Mediation and Conciliation Service (FMCS) with a copy to the Human Resources Department.
- 5.7.2 The parties shall attempt to agree upon a mutually acceptable arbitrator from the list provided by FMCS. If the parties are unable to agree on a mutually acceptable arbitrator each party shall strike one name followed by the other party striking one name until only one name remains and that person shall become the arbitrator. The party required to strike the first name will be determined by a flip of a coin.

- 5.7.3 The arbitrator shall conduct a hearing as soon as possible.
- 5.7.4 The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath or affirmation or, upon demand of either party, shall require the parties or witnesses to testify under oath or affirmation.
- 5.7.5 The arbitrator's decision shall be submitted in writing no later than thirty (30) days after the conclusion of the hearing.
- 5.7.6 Issues related to the arbitrability of a grievance shall be decided by the arbitrator.
- 5.7.7 The arbitrator's decision shall be in writing and shall include the decision, rationale and, if appropriate, the relief.
- 5.7.8 The arbitrator's decision shall be final and binding on the parties.
- 5.7.9 The arbitrator's fees and costs shall be shared equally by the parties. Other costs shall be assumed by the party incurring the costs, including the cost of witnesses. Unless the grievant is represented by the Federation, the Institute may require that the grievant post the party's share of the expenses in advance of the hearing.
- 5.7.10 The arbitrator shall have no power to expand the rights the employees or the Federation have under the terms of this Agreement.

ARTICLE 6 EMPLOYEE RIGHTS

- 6.1 The Federation and the Institute agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. There shall be no rights implied beyond the specific terms of this Agreement and the Federation shall be the exclusive representative for the representation of these rights.
- 6.2 Employees shall be reprimanded, suspended without pay, terminated or demoted only for just cause. Any employee who believes that the employee has been suspended without pay, terminated or demoted without just cause may file a grievance in accordance with this Agreement except as provided herein.
 - 6.2.1 In cases of employee termination, the Institute shall provide the employee with a written notice of termination as soon as possible but no later than three (3) days prior to the effective date of the termination. The notice shall include the reason (s) for the termination. An employee who receives a written reprimand is allowed to have a meeting to review such reprimand with the level of supervision immediately above the level of supervision that issued the reprimand.
 - 6.2.2 For the purposes of this Article, the following definitions shall apply:
 - 6.2.2.1 'Just Cause' shall mean a reason that is rationally related to an employee's competence or turpitude or the proper performance of the employee's duties and that is not in violation of the employee's civil or constitutional rights.

6.2.2.2 'Termination' shall mean any adverse employment action by the Institute that results in an involuntary severance of an employee's employment status with the Institute.

- 6.3 Prior to the implementation of discipline other than verbal warning, the employee will be advised of the charges against the employee and given an opportunity to respond. The pre-disciplinary meeting will be conducted no sooner than three (3) working days after the employee has received the written charges. Upon request the employee will be allowed to be accompanied by a Federation representative at the pre-disciplinary meeting.
- 6.4 The parties may exchange information or documents they believe will help resolve the issue(s). The Institute will furnish the Federation, upon written request, information/material contained in the employee's official personnel file. This does not apply to written statements of employees, citizens or others.
- 6.5 If the Institute removes an employee from work pending an investigation, that employee shall be placed on administrative leave with pay.

ARTICLE 7 FEDERATION RIGHTS

- 7.1 The following rights shall be granted exclusively to the Federation, and shall not be granted to any other labor organization.
- 7.2 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.
- 7.3 The amount of deduction to be made from each employee's wages will be certified in writing by the Federation. In the event the amount of dues changes, the Institute shall implement such change within a reasonable time period.
- 7.4 Employee deductions may be terminated at any time by an employee contacting the Institute's payroll office and notifying the Federation.
- 7.5 The Federation, its membership and the individual members of the bargaining unit agree to hold the Institute safe and harmless for any legal action resulting from compliance with this provision.
- 7.6 The Institute agrees to continue allowing the Federation to use employee mailboxes and bulletin boards for the distribution and posting of Federation information. Such information will be distributed and/or posted by Federation representatives. Said information will be shared with the Institute's Public Information Office for authorization to insure that nothing inflammatory,

derogatory or disruptive to good labor-management relations is contained in the materials to be distributed and/or posted. In the event the Institute believes a violation of this provision has occurred it shall be brought to the attention of the Federation President and the distribution in question will be halted until the parties agree on how to proceed.

- 7.7 Upon approval from the Associate Vice President for Administration, or designee, Federation representatives may be released from duty to confer with Institute representatives regarding grievances or the administration of this Agreement. Such time off will be without pay unless otherwise agreed to by the parties. Such time shall not be considered time worked for the purpose of computing overtime.
- 7.8 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 the visit does not occur during the employee's paid duty time, unless approved by management. Prior notice will be given to the Director. In the event the representational business involves the supervisor or Director, prior arrangement of the visit shall be made through the supervisor, Director, or Director's office.
- 7.9 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:
 - 7.9.1 Written notice must be submitted at least fourteen (14) calendar days in advance of the time of the requested leave.
 - 7.9.2 The Federation representative shall suffer no loss of seniority.
 - 7.9.3 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.
 - 7.9.4 The Federation representative shall be returned to the job vacated, or one of equal pay.
- 7.10 The Federation or any employee may not solicit membership while the employees are on duty.
- 7.11 The Federation shall be allowed to use meeting areas in Institute buildings at no cost to the Federation provided advanced scheduling has been made with the Institute and provided the meetings do not conflict with scheduled events or the Institute's facilities policy. Attendance at these meetings shall not occur during duty time.
- 7.12 The Federation shall have the right to identify worksite representative for each Institute campus where bargaining unit employees are present. Within 30 days of the signing of this Agreement, the Federation President shall notify in writing the Institute's Human Resources Director of the worksite representatives and changes within 10 days of when they occur. The Institute shall recognize these representatives as Federation leaders at the worksites.
 - 7.12.1 Worksite representatives shall have the right to carry out their Federation responsibilities so long as this activity is done on non-duty time and does not interfere with the duty time of other bargaining unit employees.

- 7.12.2 Worksite representatives shall have the right on non-duty time to bring to the attention of the worksite supervisors concerns over the administration of the Agreement and other concerns affecting the bargaining unit employees.
- 7.12.3 Upon request, the Institute shall, at no cost to the Federation, provide the Federation once a year on or about March 1 a listing of bargaining unit employees arranged according to hire date and shall include current salary information for each employee.
- 7.13 The Federation will be allowed to appoint one bargaining unit employee to serve on any committee that includes bargaining unit employees formed by the Department for the purpose of discussing or making decisions affecting the wages, hours or working conditions of bargaining unit employees.

ARTICLE 8 MANAGEMENT RIGHTS

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

- 8.1 Determine the mission of the Institute and its division and departments:
- 8.2 Set standards:
- 8.3 Exercise control and discretion over the Institute's organization and its operations:
- 8.4 Direct employees of the Institute:
- 8.5 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:
- 8.6 Maintain the efficiency of the operations entrusted to the administration of the Institute:
- 8.7 Relieve employees from duties because of lack of work or lack of funding:
- 8.8 Determine the methods, means and personnel by which such Institute operations are to be conducted; and
- 8.9 Take actions as may be necessary to carry out the mission and functions of the Institute and maintain uninterrupted service to the students, instructors and other employees in situations of emergency should the Institute determine that uninterrupted services are in the best of the Institute, the students, instructors and staff.

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

ARTICLE 9 WORK SCHEDULES

- 9.1 The normal work week shall begin on Saturday, 12:01 a.m., and end on Friday at midnight within which full-time employees shall normally be assigned five (5) consecutive work days of eight (8) hours each. Alternative work schedules may be implemented in order to address either employees' or the Institute's verifiable needs. Flexible work schedules may be implemented on an occasional and/or temporary basis. Employees affected by a schedule change shall receive reasonable notice of the change. Notification does not apply to emergencies or overtime.
- 9.2 A seniority system shall be used for overtime assignments. Employees who normally work at the campus where the overtime exists shall be notified, in order of seniority, and shall have first rights of work or refusal. If there are insufficient volunteers at the campus, the supervisor will hold over the least senior person on a rotating basis.
- 9.3 The practice of double shifts shall be minimized. No employee will be required to work more than two (2) double shifts back to back without a verifiable operational need.
- 9.4 Employees are allowed to eat while on duty so long as it does not interfere with the operational needs of the Institute.
- 9.5 The parties acknowledge that due to the nature of Security work structured breaks are not necessary.
- 9.6 The Institute reserves the right to introduce other work schedules due to verifiable institutional needs. Employees affected by schedule changes shall be given reasonable advance notice regarding the change. Notification does not apply to emergencies or overtime. If the change in work schedules is for a duration of greater than one week and involves a group of employees, they shall receive five (5) work days advance notice.
- 9.7 Bargaining unit employees will be permitted to make recommendations regarding alternative work shift schedules. Such recommendations will indicate the complete work/shift schedule and will be given serious consideration.

ARTICLE 10 HOLIDAYS AND HOLIDAY PAY

- 10.1 Full time bargaining unit employees shall be granted eleven (11) paid holidays each fiscal year. The following holidays shall be observed:
 - 10.1.1 Martin Luther King Day
 - 10.1.2 Memorial Day
 - 10.1.3 Independence Day
 - 10.1.4 Labor Day
 - 10.1.5 Thanksgiving Day
 - 10.1.6 The day after Thanksgiving Day
 - 10.1.7 The day preceding Christmas Day
 - 10.1.8 Christmas Day
 - 10.1.9 The day preceding New Year's Day

10.1.10 New Year's Day

10.1.11 The employee's birthday (beginning July 1, 1996)

10.1.12 During a year in which the Institute calendars an additional holiday during the Christmas holiday, each full time employee will be granted an additional 8 hours leave with pay. Such additional leave with pay must be taken by the employee during one of the Institute's academic breaks. If not scheduled within one year from accrual, the day (8hrs.) shall be forfeited. If the employee's scheduling request between terms can not be accommodated within the one year period the supervisor will schedule the day off during the next term break.

- 10.2 Employees assigned to work on their observed holiday shall receive two and one half (2-1/2) times their regular rate of pay for all hours worked on the holiday. Although part time employees do not receive holidays they will be paid 2 1/2 times their hourly rate for all hours worked on one of the above designated holidays.
- 10.3 In order to receive Holiday Pay for an observed holiday, an employee must either be at work or on an approved absence with pay, both the workday before and the workday after the observed holiday.
- 10.4 A holiday which falls within an employee's approved annual leave (vacation) or approved sick leave shall not be deducted from the employee's annual or sick leave accrual.
- 10.5 When a holiday falls on an employee's regular day off, the employee will be given an alternative day off to be scheduled at the mutual agreement of the employee and the supervisor.
- 10.6 Holidays shall be considered time worked for the purpose of computing overtime.

ARTICLE 11 SENIORITY

- 11.1 Full time and part time employees shall have seniority within their job classification. Seniority, in regard to Reduction In Force only, shall be defined as the total length of continuous service with the institute. Seniority in all other cases, shall include all continuous service with the department and shall apply from the employee's date of hire with the department. Seniority rights shall be applied separately to employees classified as regular full time and regular part time employees.
- 11.2 Time spent on an unpaid leave of absence shall not be counted toward seniority credit. However, the time spent on an unpaid leave of absence shall not represent a break of service. Otherwise, seniority shall only be broken upon separation from the Institute.
- 11.3 The Institute shall continue to maintain a seniority list of all employees. The list shall include the employees ranked in order of seniority and the date of hire of each employee. The Federation will be provided a seniority list on or about January 1 of each year.

ARTICLE 12 EMPLOYEE EVALUATION

- 12.1 The primary purpose of employee evaluations will be the improvement of performance. Evaluations shall be based on behavior and performance. However the existence of a

performance evaluation system shall in no way preclude disciplinary action being taken regarding substandard work performance or employee misconduct.

- 12.2 Employees will be evaluated by the Director or other administrative personnel.
- 12.3 Employees will be evaluated at least once a year. The evaluation will be in writing and shall be presented and discussed at a conference with the employee's evaluator.
- 12.4 Each employee will be given the opportunity to review and discuss the evaluation, and submit written comments on the evaluation report, which shall be made a permanent part of the evaluation.
- 12.5 Employees will sign the evaluation report acknowledging that the employee has read and received a copy of the report.
- 12.6 The evaluation report will be placed in the employee's official personnel file.
- 12.7 It is understood that employees who identify non-work related professional goals in their evaluation and subsequently do not attain those goals will not be subject to discipline for such lack of attainment so long as the issues involved are not work-related.

ARTICLE 13 JOB PLACEMENT, VACANCIES, TRANSFERS AND REASSIGNMENTS

- 13.1 Vacancies for all positions in the bargaining unit that the Institute determines need to be filled shall be posted in appropriate work sites frequented by employees for a minimum of five (5) working days.
- 13.2 Employees who wish to be considered for vacancies may apply by following the directions provided on the vacancy posting or by contacting the Human Resources Department for specific instructions.
- 13.3 Vacancy postings will contain specific identification of the vacant position, worksite(s) where the vacancy exists, the position's major duties and a deadline for submission of applications.
- 13.4 Selection will be based upon whomever TVI determines to best meet the needs of the Institute subject, but not limited to, such criteria as: education, experience, demonstrated ability, attendance and operational needs. When two or more internal full time applicants are determined by TVI to be equally qualified, seniority shall govern. Management retains the right to reassign all positions and assignments to meet the needs of the Institute.
- 13.5 In the event the Institute decides to use a committee of bargaining unit employees to screen applicants and recommend candidates, the Federation will be allowed to appoint one bargaining unit employee to the committee as the Federation representative.
- 13.6 Qualified part-time employees shall be granted first consideration for any full-time bargaining unit position vacancy over outside applicants.

- 13.7 All work assignments, shift and days off assignments and location assignments are subject to change to meet the operational needs of the Institute. A bidding process shall be established by the Director, with input of the Federation President as provided herein, that allows employees to bid based upon their seniority for available campuses, shifts, workdays and days off. Once implemented, the bid shall occur every eight (8) months or thereabout. The bidding shall not be implemented during an academic term. Vacancies that occur during the bid process shall be filled by management assignment. If double shifts or flex shifts are known prior to the bid they shall be made part of the bid. Prior to the implementation of the bid, the Federation President will be provided a copy of the bid offerings and will be allowed ten (10) work days to provide input and/or recommendations.
- 13.8 When making reassignments management will attempt to meet the needs of the Institute through the use of volunteers or reverse order of seniority. When such a reassignment involves a change of work hours or location (campus), the employee will be provided with reasonable notice.
- 13.9 An employee who has already completed a trial period shall not be required to complete another trial period after being accepted for another bargaining unit position.

ARTICLE 14 NONDISCRIMINATION

Neither the Federation nor TVI shall unlawfully discriminate against any employee because of race, religion, color, gender, age, sexual orientation, national origin, disability, ancestry, marital status, or Federation/non-Federation affiliation. The Federation and TVI will comply with all legal requirements regarding veterans, persons with disabilities and those concerning sexual harassment.

ARTICLE 15 PERSONNEL FILES

- 15.1 The Institute shall maintain an official personnel file for each employee. The file will be maintained in the Human Resources Department.
- 15.2 An employee shall be permitted to review material contained in the employee's official file. An employee's official file shall be available for inspection within a reasonable time after it has been requested. The employee shall be required to show proper identification. A designated representative of the Human Resources Department shall be present during the file review.
- 15.3 No anonymous or unsigned information may be placed in any employee's official file. Incident reports made to the supervisor shall not be placed in the official file maintained by the Human Resources Department until such report has been investigated.
- 15.4 The employee has the right to be accompanied by any individual while examining one's official file.
- 15.5 An employee may designate a Federation representative to have access to the employee's official file as long as such designation is done in writing.

- 15.6 Except for routine file maintenance material, the Institute shall provide an employee a copy of any document 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.
- 15.7 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.
- 15.8 Any information or materials which are derogatory to an employee's conduct, service, character or personality shall not be placed in an employee's official file unless the employee has been given the opportunity to examine the information or material.
- 15.9 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.
- 15.10 The Department and each supervisor may maintain a separate working file for each employee. The material contained in the working file shall not be used as the sole basis for disciplinary action unless the employee has been appraised of the material and given an opportunity to respond.
- 15.11 A person reviewing an official file may be required to sign and date a form maintained in the personnel file.

ARTICLE 16 LEAVES

16.1 General Provisions

16.1.1 Immediate family: The immediate family of an employee is the 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 or others who reside in the same household with the employee, or a person *in loco parentis* (a person who is acting in place of a parent or who is in the care of a person acting in place of a parent).

16.1.2 Chargeable leave: sick leave, personal leave and annual leave.

16.1.2.1 Chargeable leave will be in one-half-hour increments.

16.1.2.2 Once an employee is on approved leave, the leave may not be converted to any other type of leave without the written approval of the vice president and/or president.

16.2 Bereavement Leave

16.2.1 Three days of leave with pay will be granted to an employee for death in the immediate family of the employee. If additional leave is required, the employee may take annual or personal leave or leave without pay. Bereavement leave is not cumulative, nor is it deducted from an employee's sick leave.

16.3 Illness in Immediate Family

16.3.1 Up to three days of sick leave in succession may be used by a full-time employee for illness of a member of the immediate family. A supervisor may request documentation by the attending physician. For leave extending beyond three days in succession, see section on Family Leave.

16.4 Sick Leave

16.4.1 Sick leave is regarded as an employee benefit and is intended to be used for relief in cases of personal illness, injury or quarantines.

16.4.2 Full-time employees will accrue four (4) hours of sick leave per biweekly pay period.

16.4.3 For the purposes of sick leave accrual, paid leave and time off due to holidays will be considered time worked.

16.4.4 Sick leave days may be accumulated not to exceed two hundred and sixty (260) days.

16.4.5 The President may permit advancement of additional paid sick leave to the employee equal to sick leave the employee would have accrued during the balance of the fiscal year. Requests shall be made in writing to the President.

16.4.6 Employees who are on sick leave for more than three (3) consecutive days, or when the immediate supervisor has reason to believe that the employee has used sick leave excessively or improperly, may be required to provide a doctor's certificate in order to be paid for such absence.

16.4.7 Patterns of sick leave usage, such as but not limited to, the days before or the days after normal days off, holidays or use of leave for vacation may be considered abuse of leave and may result in disciplinary action up to and including termination.

16.5 Payment for Accrued Sick Leave

16.5.1 Employees shall be eligible for payment of accrued sick leave in accordance with the Employee Handbook.

16.6 Medical Leave

16.6.1 When a full-time employee is unable to perform essential job functions because of a serious health condition, the employee is 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.

16.6.1.1 Medical certification is required.

16.6.1.2 An employee on medical leave must report to the supervisor every 30 days.

16.6.1.3 If the employee participates in Institute insurance plans, the Institute will pay the employer share of insurance benefits for the length of the leave up to 12 weeks.

16.6.1.4 The employee will have the rights set out in the Family and Medical Leave Act.

16.6.1.5 An employee is eligible for up to 12 weeks of medical leave under this section, up to 12 weeks of Family Leave under Section 15.7, or a combination of both totaling 12 weeks. In no event shall an employee be eligible for more than 12 weeks of medical and/or family leave taken under Section 15.6 and/or Section 15.7 in any 12-month period.

16.7 Family Leave

16.7.1 Under the Family and Medical Leave Act, full-time employees are entitled to up to 12 weeks of unpaid family leave during any 12-month period upon the birth and care of the employee's child, placement with the employee of an adopted or foster child, or care of the employee's spouse, child or parent in case of a serious health condition.

16.7.1.1 The employee may substitute appropriate accrued leaves for any part to the 12-week period.

16.7.1.1.1 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.

16.7.1.1.2 Accrued paid annual leave and personal leave may be substituted in all cases of family leave.

16.7.2 The 12-month period referred to in this section shall commence on the date the family leave begins.

16.7.3 The employee will have the rights set out in the Family and Medical Leave Act.

16.7.4 If the employee participates in Institute insurance plans, the Institute will pay the employer share of insurance benefits for the length of the leave up to 12 weeks.

16.7.5 Where two spouses are Institute employees, they shall be allowed a total of 12 weeks of family leave between them in any 12-month period for the birth or adoption of a child or

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.

16.7.6 An employee is eligible for up to 12 weeks of Family Leave under this section, up to 12 weeks of Medical Leave under Section 15.6, or a combination of both totaling 12 weeks. In no event shall an employee be eligible for more than 12 weeks of family and/or medical leave taken under Section 15.7 and/or Section 15.6 in any 12-month period.

16.8 Personal Leave

16.8.1 One (1) day (eight hours) of personal leave per fiscal year with pay shall be granted to full-time employees.

16.8.2 Personal leave may be taken with the approval of the Director of Security.

16.8.3 Unused personal leave will be converted to sick leave at the end of the fiscal year.

16.9 Assault Leave

16.9.1 Employees who suffer a loss of time resulting from an injury or disability caused by an assault while acting within the scope of their duties are eligible for sick leave, annual leave, personal leave, leave without pay and/or Worker's Compensation.

16.10 Court Leave

16.10.1 Leave with full pay shall 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.

16.10.2 Leave without pay may be granted to an employee to appear in court to assert or protect the employee's own interests.

16.10.3 To avoid double payment, the employee shall make suitable arrangements to turn over any compensation received from the legal proceeding to the Institute. Compensation shall not include mileage payments.

16.10.4 An employee shall notify his/her supervisor on his/her first workday after receipt of a notice to report for jury duty and shall 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.

16.10.5 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; provided, no employee shall be required to so report for work on any day on which he/she has served and been compensated by the court for at least eight (8) hours jury duty; nor shall any employee who reports back to work under this section be

required to work more than ten (10) hours, less the number of hours for which he/she served and was compensated for by the court on that day.

16.11 Military Leave

16.11.1 Military Leave will be administered in accordance with Federal and State Law.

16.12 Annual Leave

16.12.1 Regular full time employees will accrue annual leave in accordance with the incremental schedule contained the Employee Handbook. Accruals shall be based upon pay periods actually worked and no leave may be taken prior to the time it is accrued.

16.12.1.1	<u>Years of Service</u>	<u>Annual Leave</u>	
	0	10 days	80 hrs
	1	12	96
	2	14	112
	3	15	120
	4	16	128
	5	17	136
	6	18	144
	7	19	152
	8	20	160
	9	21	168
	10 or more	22	176

16.12.2 The calculations for annual accrual increases based upon years of service are made at the beginning of each fiscal year. Those employees whose initial hire date is after February 1st of each calendar year will not increase their annual accrual until July 1st of the following year.

16.12.3 The maximum accrual for annual leave shall be 30 days or 240 hours. Employees who exceed this maximum by the end of the fiscal year shall receive payment for the excess balance over 30 days at a conversion rate of one day's pay to four day's of annual leave.

16.12.4 Annual leave shall be scheduled in consideration of the employee's wishes to the extent consistent with the needs of TVI. When two or more employees apply for the same annual leave slots, seniority will be the determining factor in granting the leave; only in a case where two or more requests are received from employees at the same date will seniority be a factor. All annual leave usage is subject to the approval of management, whose decision shall be final.

16.12.5 When an employee's vacation is interrupted by hospitalization, which has been verified by a physician, such interrupted vacation leave shall be rescheduled at a time mutually

agreeable to the supervisor and the employee. Such period of illness shall be charged to available sick leave.

16.13 Absence Without Leave

16.13.1 Employees who are to be absent from work shall call their supervisor in accordance with work place practices and procedures in effect or instructions from their supervisor. Employees shall be provided with copies of the procedures for calling their supervisor. Failure to follow procedures, practices or instructions may result in denial of leave approval and/or disciplinary action.

16.13.2 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. The requirement to notify may be waived in the event that the Institute determines the employee was unable to give proper notification by events beyond the employee's control, and that notification was given as soon as possible.

16.13.3 Work place absences are subject to the approval of the supervisor.

16.14 Leave Without Pay

16.14.1 The Institute may grant leave without pay outside the Family and Medical Leave Act when the leave can be granted without detrimental effect on the Institute.

16.14.2 The Institute reserves the right to assign such an employee to an alternate position of the same grade at the conclusion of such leave if the position must be filled during the absence and is not vacant at the conclusion of the leave.

16.14.3 Reasons for leave without pay may include extended parental leave, illness in the immediate family, extended sick leave, extended personal leave, and part-time leave.

16.15 Professional Leave

15.16.1 Professional leave is provided for professional development, professional organizational activities, and TVI-related professional activities.

15.16.2 An employee may be granted this leave without the loss of pay when (1) serving as a representative of TVI or (2) attending conferences, workshops, meetings, seminars or other activities related to the employee's assignment.

15.16.3 Application for such leave shall be made to the Director and is subject to the approval of the Vice President for Administration.

16.15.4 Granting of such leave shall not be considered precedent.

ARTICLE 17 CONTRACTING OUT

- 17.1 The Institute has the right and responsibility to determine what work is to be performed and by whom it shall be performed.
- 17.2 If cost savings is the reason the Institute considers contracting out of Security Services, the Institute shall provide the Federation 45 days advance notice.
- 17.3 Prior to making a final determination, the Federation shall be permitted to present alternatives to contracting out Security Services including cost savings measures. In the event that the Institute and the Federation agree on cost saving measures that may alleviate the need to contract out, they shall be implemented.
- 17.4 In the event the Institute allows bidding on the provision of contract Security Services, the employees shall be allowed to bid to the extent allowed by law.

ARTICLE 18 HEALTH AND SAFETY

- 18.1 The Institute will continue to provide healthful and safe working conditions.
- 18.2 The Institute will comply with all health and safety laws.
- 18.3 Employees shall observe all health and safety rules.
- 18.4 Bargaining unit employees who are appointed to the Institute’s Campus Safety Committee shall be recommended by the Federation.
- 18.5 All hazardous or potentially hazardous conditions shall be reported to the employee’s immediate supervisor. If the condition is not remedied, it may be referred to the Campus Safety Committee.

ARTICLE 19 INSURANCE

- 19.1 Each employee shall be eligible for the benefits set forth in this section unless otherwise indicated. Upon employment by the Institute, an employee shall be provided a complete explanation of the benefits to which the employee is entitled. Each employee shall be provided with a brochure describing plan benefits for each plan chosen by the employee.
 - 19.1.1 The provision of these benefits shall be administered in accordance with the Employee Handbook. However, the inclusion of this provision in no way makes any portion of the Employee Handbook subject to the grievance procedure contained in this Agreement.
- 19.2 An employee’s premium co-pay for insurance shall be deducted from the employee’s paycheck each pay period in 24 reasonably equal installments.
- 19.3 The Institute will continue to make available coverage under Group major medical, vision, dental, and life insurance.

- 19.3.1 Premiums for the insurance coverages offered to bargaining unit employees are based upon the cost of such premiums being split between the Institute and the employee on a percentage basis, based upon the employee's income level, in accordance with the Institute's practices. Should there be an increase in the premium, such cost shall be apportioned based upon the respective percentages paid by the Institute and the employee. In the event the Institute changes insurance providers, the premium will continue to be based upon a sliding scale in accordance with the Institute's practices.
- 19.3.2 The parties acknowledge that changes in benefits provided herein may occur from time to time during the course of this Agreement. The Institute will share information with the Federation as changes occur and when appropriate, in advance of the changes being implemented.
- 19.4 The Institute shall continue to provide coverage to all employees under Risk Management Worker's Compensation policy as established by law.
- 19.5 The Institute shall continue to provide unemployment compensation through the New Mexico Unemployment Insurance program in accordance with the law.
- 19.6 The Institute shall continue to offer disability insurance coverage.
- 19.7 The Institute shall authorize payroll deduction service for the participation of members in tax sheltered annuity programs.
- 19.8 Employees shall participate in the New Mexico Educational Retirement Act as defined by statute. The inclusion of this provision in no way makes provisions of the New Mexico Educational Retirement Act subject to the grievance procedure contained in this Agreement.
- 19.9 Employees shall receive notice by TVI of open enrollment periods and other important information related to the plans set forth above. Employees shall be provided the opportunity to meet with representatives of these plans for instruction and enrollment.
- 19.10 If an employee experiences any change in marital or other personal status which necessitates the enrollment of the employee in any group plans, the employee shall be permitted to make the change within 30 days of the change.
- 19.11 Employees on approved extended unpaid leave of absence shall be permitted to maintain their group insurance programs to the limit as determined by law.

ARTICLE 20 FACILITIES AND EQUIPMENT

- 20.1 The Institute will continue to provide TVI-approved uniforms during the term of this Agreement.
- 20.2 Employees who suffer a loss of personal property while fulfilling responsibilities during the scope of their employment shall be eligible for repair or replacement of such personal property in accordance with TVI policy. To be eligible for this benefit employees must receive prior written approval to be in possession of the property in question.

ARTICLE 21 COMMITTEES

21.1 The Federation shall be notified ten (10) days in advance of the formation of an Institute committee on which Security employees will serve, and the Federation shall select the Security member(s) for said committee.

ARTICLE 22 OVERTIME

- 22.1 Overtime will be assigned by management, based upon the needs of TVI. Employees are required to work overtime assignments they are given.
- 22.2 Employees who are assigned and work overtime will be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for time actually worked in excess of forty (40) hours in the work week.
- 22.3 The Institute will make a reasonable effort to distribute overtime equitably.
- 22.4 Overtime records are available in accordance with the Institute’s Public Records Policy.
- 22.5 If the Human Resources director authorizes compensatory time in lieu of overtime compensation for an employee, the compensatory time will be credited to the employee at the rate of one and one half compensatory time for each hour of overtime worked. This is the only provision in which compensatory time is available to employees.

ARTICLE 23 CALLED-IN EMERGENCY

- 23.1 Whenever an employee, who has completed his/her normal workday and has left the Institute, is called back to work from home, he/she will receive a minimum of two (2) hours work. This shall include reasonable travel time from his/her residence.
- 23.2 This provision shall not apply when overtime hours worked are an extension of the normal workday. Such time shall not be pyramided for premium compensation purposes.

ARTICLE 24 EDUCATIONAL BENEFITS

- 24.1 The Institute shall continue to offer educational benefits to support and encourage professional development and career advancement among employees.
- 24.2 With supervisor approval, a regular full-time employee may use up to three hours per work week to take Institute courses. Such employee may be required to carry a pager and respond to calls.
- 24.3 A request to take Institute courses may be approved or denied based on department needs and the effect of the employee’s absence on department operations.

- 24.4 An employee with unsatisfactory performance may be denied this educational benefit.
- 24.5 A regular full-time employee may apply for a waiver of tuition and registration fees for one course per term at the Institute.
- 24.6 A regular part-time employee may apply for waiver of tuition and registration fees for one course per year.

ARTICLE 25 DRUG AND ALCOHOL POLICY

- 25.1 The Institute is required to maintain a drug/alcohol-free workplace in accordance with the Drug-Free Workplace Act of 1988. Possession, consumption, and/or being under the influence of drugs or alcohol while on duty or on the Institute's premises is prohibited. Violation may result in disciplinary action up to and including termination.
- 25.2 The Institute's response to any violation of the drug/alcohol policies may include, as a total or partial alternative to disciplinary action, a requirement that the employee satisfactorily participate in and complete a TVI approved substance abuse treatment and/or rehabilitation program as a condition of continued employment.
- 25.3 The Institute shall maintain alcohol and drug-free awareness programs to inform employees about the risks and issues of substance abuse. Information and referral for treatment will be available through the Employee Assistance Program. The Institute will observe confidentiality regarding requests by employees for any type of substance abuse counseling information or assistance.
- 25.4 The Institute, at its sole discretion, may administer drug/alcohol testing when there is reasonable suspicion that an employee is in possession of, consuming or under the influence of drugs and/or alcohol. A referral for testing will be based on contemporaneous, articulable observations of the employee's actions, appearance, behavior, speech or body odor. Such referrals will be made by personnel who have received training concerning the signs and symptoms of drug/alcohol abuse. Failure of an employee to cooperate in such testing shall result in the employee's termination.
- 25.5 It is recognized that the Institute may promulgate additional drug/alcohol policies and procedures in order to ensure a drug/alcohol-free workplace. Prior to the implementation of additional policies and procedures, the Federation will be given the opportunity to review the proposed policies and/or procedures and provide input to the Human Resources Director.

ARTICLE 26 MAINTAINING MINIMUM QUALIFICATIONS

- 26.1 The parties recognize that there are certain licenses and/or certifications required to perform the duties of employees in the bargaining unit. Such licenses and certifications will be clearly and specifically identified in the respective job posting and job classification.
- 26.2 Employees who are required by the Institute to be certified or licensed in order to maintain their current job will be permitted to take, during work hours, recertification classes during the term of this Agreement.
 - 26.2.1 In the event that the Institute requires existing employees to obtain certification or licenses beyond those identified in the employee’s job classification, such employee will be permitted a reasonable time as determined by management, commensurate with licenser or certification to obtain the certificate or license.
 - 26.2.2 These provisions shall not apply to a driver’s license.
- 26.3 Employees who fail to maintain the required licenses and/or certifications for their position may be removed from their position at the discretion of management. Employees removed from their position under these circumstances may be terminated or placed in another position at the discretion of management.
- 26.4 Full time employees may apply for waiver of tuition and registration for one course per term at the Institute. Part-time employees may apply for waiver of tuition and registration for one course per year.

ARTICLE 27 NO STRIKE OR LOCKOUT

- 27.1 No employee or the Federation shall engage in a strike. The Federation shall not cause, instigate, or support a strike.
- 27.2 The Institute shall not engage in a lockout. The Institute shall not cause, instigate, encourage or support a lockout.
- 27.3 Any labor organization that causes, instigates, encourages, or supports an employee strike, walkout or slowdown may be decertified as the exclusive representative for the appropriate unit by the TVI Labor Board and shall be barred from serving as the exclusive representative of any bargaining unit of employees of the employer for a period of one (1) year.
- 27.4 If the TVI Labor Board determines that the Institute caused, instigated, encouraged, or supported a lockout, the employees affected by the lockout may apply for injunctive relief to end the lockout.

ARTICLE 28 EMPLOYEE INVESTIGATIONS

- 28.1 The Institute reserves the right to investigate all allegations of employee misconduct.

- 28.2 An employee may be placed on administrative leave with pay during an investigation involving that employee.
- 28.3 During an employee investigation, no documentation related to the matter under investigation will be placed in the employee's personnel file until the investigation is completed.
- 28.4 If charges are filed against an employee, the employee will be provided the opportunity to respond to the charges prior to the imposition of any suspension without pay, demotion or termination.
- 28.5 Employees in the bargaining unit will cooperate in all investigations conducted by, or on behalf of, TVI. Failure to cooperate may be the basis for disciplinary action.
- 28.6 Prior to imposition of discipline other than a verbal reprimand, the employee will be advised of the charges against him/her and given an opportunity to respond. The response may be verbal or in writing. The employee may be accompanied by a representative of their choosing when responding to charges. The representative may present the employee's side of the issue or assist the employee in doing so.
- 28.7 Disciplinary actions, other than verbal reprimands, may be appealed through the grievance procedure contained in this Agreement.

ARTICLE 29 PROFESSIONAL DEVELOPMENT AND INSERVICE PROGRAMS

- 29.1 Professional development is part of employee responsibility. Professional development is defined as activities which enhance the employee's performance.
- 29.2 The Federation and the employees are encouraged to suggest topics for inservice programs.

ARTICLE 30 JOB CLASSIFICATIONS

- 30.1 The parties agree that classification descriptions are intended to provide a general description of the duties to be performed by the employee, which may not be an all-inclusive list of duties.
- 30.2 Employees are responsible for performing the work assigned to them.
- 30.3 Employees shall be provided a copy of their classification description and job schedules upon request so long as such request is made in such a manner as to not interfere with the work being performed by the employee.
- 30.4 During the life of this Agreement, the Institute may modify classification descriptions on an as needed basis. If job classifications are modified, the employee will be notified in writing.
- 30.5 Upon request by the Federation, the parties shall meet to discuss the modifications. The Federation may make recommendations regarding the content of modified classification descriptions.

ARTICLE 31 REDUCTION IN FORCE

- 31.1 The parties recognize there are circumstances under which it may be necessary to reduce the work force. The Institute has the authority to determine when such a reduction is to occur and what constitutes sufficient reason for a reduction in force. Such reasons include:
 - 31.1.1 lack of funds;
 - 31.1.2 program reduction;
 - 31.1.3 enrollment fluctuations.
- 31.2 When the Institute determines that a reduction in force (RIF) is necessary, it will provide the Federation with at least twenty (20) days written notice of the impending RIF. The notice shall include the reasons for the RIF, the affected employees and the expected date of the RIF.
- 31.3 Following the written notice set forth above, the Federation may submit a request to meet with the Institute to discuss the RIF and propose possible alternatives to the RIF provided the Federation requests the meeting in writing no later than five (5) days after receiving the notice of intent to RIF. The Federation's request for a meeting shall be honored.
- 31.4 Employees will be laid off in reverse order of seniority within job titles affected. The Institute shall attempt to reassign affected employees to other positions for which the employee is fully qualified beginning with the most senior employee affected.
- 31.5 Employees on lay off status will be eligible for recall for one year. The Institute shall offer any position vacancy within the job classification from which the employee was laid off to the employee. Employees will be recalled in seniority order. Any employee who has not been recalled within one year of layoff shall be considered terminated.
- 31.6 The employee shall maintain a current address and phone number with the Institute. If a recalled employee does not report to work within five (5) days after notice by certified mail, sent by the Institute to the employee's current address, the Institute's obligation to recall a laid-off employee shall cease.
- 31.7 If the employee is not recalled to employment within the twelve (12) month recall period, the employee's employment relationship with the Institute shall be severed, and the Institute's obligation to provide any employment rights to the employee shall be terminated.
- 31.8 Laid off employees shall be eligible for insurance coverage in accordance with the provisions of Cobra.

ARTICLE 32 COMPLETE AGREEMENT

- 32.1 The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement.
- 32.2 No additional negotiations will be conducted on any item whether contained in this Agreement or not except by mutual agreement of the parties.

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

ARTICLE 33 WAGES

All bargaining unit employees will be provided with an increase in their base rate of pay of 7%. The effective date of this increase shall be July 1, 2001.

ARTICLE 34 EMT INCENTIVE PAY

34.1 Emergency Medical Technician (EMT) Incentive Pay will be \$0.83 cents per hour.

34.2 Those employees who receive EMT certification during the term of this Agreement shall have shift, days off and location assignments that are consistent with the Institute's right to utilize their certification.

ARTICLE 35 SHIFT PREMIUMS

35.1 Shift differentials will be \$0.42 cents per hour for all hours worked between 11:00 p.m. and 7:00 a.m. daily.

ARTICLE 36 SEVERABILITY

36.1 If any portion of this Agreement is determined by a final order of an administrative agency or court 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. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

ARTICLE 37 AGREEMENT COPIES

37.1 The Institute and the Federation shall equally share the cost of printing this Agreement upon ratification.

37.2 The Federation shall distribute the Agreement to the bargaining unit.

ARTICLE 38 AGREEMENT DURATION

38.1 The term of this Agreement shall commence upon signature by the parties and expire on June 30, 2002.

- 38.2 During the time of the reopener, the parties shall meet at mutually agreeable times and locations and there will be no limit on the number, length or frequency of the meetings to be agreed upon by the parties.
- 38.3 By mutual agreement the parties may utilize the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) and/or other neutral third party to assist in the process through mediation or fact finding.

ARTICLE 39 LABOR-MANAGEMENT COMMITTEE

- 39.1 In an effort to minimize the length of time needed for reopened negotiations, and to establish on-going dialogue and communications, the parties agree to form the Labor-Management Committee.
- 39.2 The Labor-Management Committee shall consist of two (2) security officers appointed by the Federation President and two (2) representatives of the Institute appointed by the Vice President of Administration.
- 39.3 The Labor-Management Committee shall meet at mutually agreed upon times and locations and shall discuss issues of mutual concern regarding the administration of this Agreement.
- 39.4 Any written agreements reached as a result of such meetings shall not be binding upon the parties unless signed by the Federation President and the President of the Institute.

ARTICLE 40 PAYMENT OF WAGES

- 40.1 Employees will normally be paid every two weeks.
- 40.2 Payday will normally be on Friday. In the event that payday falls on a holiday, payment may be made on the preceding or next work day.

ARTICLE 41 SIGNATURES

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

New Mexico Federation of Teachers, AFT Albuquerque Technical Vocational Institute
Security Employees

By: _____
 President

By: _____
 President

By: _____
 Chief Negotiator

By: _____
 Chief Negotiator

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

The parties agree that TVI will bring to the labor management Committee any plan to implement conversions of Officer I's to Officer II's. If such conversions, the Security Officer II's will be in the bargaining unit.

NMFT Chief Negotiator Date

TVI Chief Negotiator Date

MEMORANDUM OF UNDERSTANDING

The parties agree that TVI will discontinue the use of blanket orders for doctors' certificates or verification of illness for all employees as part of the standard operating procedures and only require such verifications on a case by case basis as determined by TVI. In the event that there is a significant increase in sick leave utilization, the Institute will bring the issue to the Labor Management Committee to attempt to work out a mutually agreeable solution to the problem.

NMFT Chief Negotiator Date

TVI Chief Negotiator Date