MEMORANDUM OF UNDERSTANDING #3
BETWEEN
NEW MEXICO STATE UNIVERSITY
AND
AFSCME LOCAL 2393

WHEREAS, AFSCME Local 2393 NMSU (Union) and New Mexico State University (NMSU) entered into an Agreement (Agreement) commencing July 1, 2013 through and including June 30, 2016; and

WHEREAS, the Union and NMSU previously modified the Agreement pursuant to Memorandums of Understanding on December 17, 2015 (MOU #1) and April 27, 2016 (MOU #2) and that Record of Policy Updates signed by both parties on or about September 15, 2015.

WHEREAS, the Union and NMSU wish to further modify the Agreement as set forth in this Memorandum of Understanding (MOU #3) and to extend the Agreement as modified by this and previous Memorandum of Understandings;

WHEREAS, the Union and NMSU acknowledge that this Memorandum of Understanding shall become effective only upon ratification of the Board of Regents of New Mexico State University;

NOW, THEREFORE, the Union and NMSU agree that the Agreement is modified as follows:

1. The provisions of Article 6, Section 1 (Free Speech) of the Agreement are replaced in their entirety with the provisions of Policy 3.63 (Freedom of Expression) of the NMSU Regents Policy Manual, as approved by the Board of Regents on July 21, 2015.

2. No retiree health coverage will be provided for employees hired after July 1, 2016.

3. Effective July 1, 2016, the sick leave payout benefit for all current and future employees will be discontinued, with the exception that the sick leave payout benefit will be grandfathered for those employees who have accrued more than 600 hours of sick leave as of July 1, 2016 (Grandfathered Employees). This benefit for Grandfathered Employees shall be limited to a payout upon separation from NMSU, calculated using the current formula found in current Rule 7.20.75 Part 8 of the NMSU Administrative Rules and Procedures, and shall be limited to either the July 1, 2016 accrued leave balance, or the actual leave balance at time of termination, whichever amount is less. The current formula from Rule 7.20.75 Part 8 states:

   "The payment will be made at a rate of 50 percent of the employee's straight-time hourly salary multiplied by the number of sick leave hours accrued over 600 to a maximum of 200. The payment may not exceed 50 percent x hourly rate x 200. (According to Educational Retirement Board rules, this payment will not be included in the 5-year average salary used for the retirement benefits calculation.)"

4. Effective July 1, 2016, annual leave accrual benefit will be reduced from 22 days to 20 days, for all employees hired on or before June 30, 2016.

5. For all employees hired after June 30, 2016, annual leave accrual shall be in accordance with the following schedule, based on the employees period of continuous service in the employment of NMSU:
   a. Twelve (12) days of annual leave accrual will be provided to employees during their first four years of regular continuous service.
   b. Seventeen (17) days of annual leave accrual will be provided to employees during years 5 through 9 of regular continuous service.
c. Twenty (20) days of annual leave accrual will be provided to employees upon completion of 9 full years of regular continuous service.

Any leave accrual change will be effective in the first full pay period following the employee’s work anniversary date.

6. Up to 240 hours of accumulated annual leave may be carried forward each July 1, consistent with current NMSU Rules and the current Agreement. However, the period for use of annual leave in excess of the maximum accrual of 240 hours shall end on June 30, and all accumulated leave in excess of 240 hours at the close of business on June 30 of each year shall be forfeited. This change shall be implemented on June 30, 2017 and shall apply to all leave accruals up to that date.

7. Effective July 1, 2016, no insurance benefits (medical, dental, group life, LTD, vision, voluntary life, voluntary AD&D, critical illness, long term care, flexible spending accounts) will be provided for part-time employees (.50 FTE to .74 FTE only), provided, however, that those part-time employees who enrolled in these benefits prior to July 1, 2016 will be allowed to continue to receive the benefit.

8. For the period of the Agreement, NMSU will not require any Bargaining Unit employees to take unpaid furlough days.

9. Article 24 (Layoffs and Recall), Section 1, Part B (Order of Layoff) Subsection 3 is amended to state:

"3. Regular Employees in order of University Seniority, with the lowest seniority being laid off first."

10. The Agreement, as amended pursuant to this MOU #3 and MOU #1, is hereby extended for a three year period, through and including June 30, 2019. MOU #2 is superseded by this MOU #3 and carries no further force or effect.

11. The provisions and deadlines set forth in Article 37 (Duration), Section 2 (Renewal) shall be calculated from the new expiration date of June 30, 2019.

12. The parties agree to execute a Restated Agreement incorporating the terms of this MOU #3, as well as the terms of MOU #1 and the policy updates identified in the September 15, 2015 Record of Policy Update.

In Evidence of their Agreement to the above terms of this Memorandum of Understanding, the parties have set their signatures below.

AFSCME Local 2393 NMSU

By [Signature]

Yvonne Mendoza, AFSCME President

Date 5/28/2016

NEW MEXICO STATE UNIVERSITY

By [Signature]

Gary Carruthers, Chancellor

Date 5/28/16

This Memorandum of Understanding was ratified by the Board of Regents of New Mexico State University in open meeting on June 28, 2016.

By [Signature]

Chair, NMSU Board of Regents
Memorandum of Agreement
Between
New Mexico State University
And
AFSCME Local 2393 NMSU

This MEMORANDUM OF UNDERSTANDING ("MOU") made between New Mexico State University ("NMSU") and AFSCME Local 2393 ("Union").

WHEREAS, NMSU and the Union have entered into a collective bargaining agreement ("CBA") establishing the terms and conditions of employment for employees of the bargaining unit covered by the CBA.

WHEREAS, CBA Article 17, Section 1, “Work Week” B. “The normal work schedule for full-time employees shall consist of five (5) consecutive days with eight (8) hours per day, Monday thru Friday. The parties agree that due to the operational needs of the University community there may be work schedules other than the normal work schedule, but these alternative schedules should be kept to minimum, wherever possible. The scheduled starting and ending times shall remain consistent throughout the work week. Changes in the regular scheduled starting and ending times shall be communicated to each effected employee in writing two (2) weeks prior to the scheduled changes becoming effective unless the operational needs of the Employer demand otherwise, in which case reasonable notice shall be provided as soon as practicable.”

WHEREAS, CBA Article 17, Section 3 “Meal Breaks” states, “There shall be an unpaid duty-free meal break of at least thirty (30) minutes for employees working on shifts of six (6) hours or more. Meal breaks should normally be scheduled at the mid-point of the employee’s regular work shift. Bargaining unit positions currently receiving a paid meal break on the effective date of this Agreement shall continue to receive this benefit under this Agreement.”

WHEREAS, the parties agreed to implement a revised Article 17, Section 3 “Meal Breaks”, C. to include the DACC Security Officers to have a paid one hour lunch period to accommodate business needs.

NOW, THEREFORE, the parties through this MOU state as follows:

1. DACC Security Officers, at all locations, will work a 45 hour work week and maintain a consistent, alternative work schedule in which overtime compensation will be paid along with any shift differentials in accordance with the CBA. A copy of the alternative schedule is attached as “Exhibit 1”. Any additional overtime needed will be on a rotating schedule, based on seniority.

2. Any time physically worked by DACC Security Officers over their 40-hour workweek (based on a Sunday through Saturday workweek) and/or an 8 hour work day, will be paid at the overtime rate. Said overtime rate is time-and-a-half of their regular rate of pay. Holiday pay, when applicable, will be paid in addition to overtime.

3. That DACC Security Officers, at all locations, will be included in Article 17, Section 3 as having a paid one hour meal break to accommodate business needs.

This MOU is effective upon execution by the NMSU and the Union through June 30, 2019.
AFSCME Local 2393

Yvonne Mendoza
President, Yvonne Mendoza

New Mexico State University

Dena W. Jones
Assistant Vice President, HR Services

Not required per CBA
Chair, NMSU Board of Regents

Chancellor/President

2-5-2018
Date

1/30/2018
Date

2/1/18
Date
AGREEMENT

between

New Mexico State University

and

American Federation of State, County and Municipal Employees, Local 2393

July 1, 2013 through and including June 30, 2016

This Agreement has been extended for a three (3) year period, through and including June 30, 2019.
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PREAMBLE

This Agreement is made and entered into this 1st day of July 2013 between New Mexico State University (hereinafter referred to as the “Employer” or NMSU” or “the University”) and the American Federation of State, County and Municipal Employees, Council 18, Local 2393 (hereinafter referred to as “AFSCME” or “the Union”) and is applicable to all eligible employees in the collective bargaining unit of the Employer described in the Recognition Article of this Agreement.

Article 1
Commitment to Citizens of New Mexico

The Union and Employer recognize the mission, goals and obligations of NMSU to serve the needs of a diverse population through comprehensive programs of education, research, extension education, and public service through its employees. The best possible services and programs will be provided consistent with available funds.

Article 2
Purpose

The purpose of this Agreement is to provide reasonable terms and conditions of employment for employees covered hereunder, to protect the rights of Employer and employees, to promote harmonious and cooperative relationships between the Employer and employees, to provide a means of amicable and equitable adjustment of any and all differences or grievances that may arise under the provisions of this Agreement, and to acknowledge the obligation of the Employer and the employees to provide orderly and uninterrupted services to the public.

Article 3
Recognition

Section 1. Recognition.
The Employer recognizes AFSCME as the exclusive representative, as that term is defined in the NMSU Labor Management Relations Resolution, for employees in the following certified bargaining unit:

INCLUDED – Regular non-probationary full-time and part-time non-exempt employees employed within the State of New Mexico.

EXCLUDED – Supervisors, managers, and confidential employees as defined by the NMSU Labor Management Relations Resolution; sworn police officers; employees employed outside the State of New Mexico; and any other employees who do not fall within the group of “included” employees defined above.
Appendix A contains a list of bargaining unit classification titles. The University shall provide AFSCME with a list of existing bargaining unit classifications in January and July of each year.

Section 2. New Classification Recognition.
An implementation of a new classification title, a classification title change, or reclassification of an existing classification title covered under this Agreement shall not remove position(s) from the bargaining unit. Any newly created non-exempt classification title within the defined scope of the certified bargaining unit, as defined in Section 1 above, shall become part of the bargaining unit covered by this Agreement.

Section 3. Recognitional Disputes.
Disputes that may arise concerning questions over the appropriate inclusion in, or exclusion from, the bargaining unit of:
(1) classifications; or
(2) specific employee(s) based on supervisor, manager, or confidential employee status,
shall be discussed between the parties, and if not resolved, submitted to the NMSU Labor Management Relations Board for disposition.

Article 4
Scope of Agreement
A. This Agreement shall be deemed the final and complete agreement between the parties and expresses the entire understanding of the Employer and the Union.

B. This Agreement in all respects supersedes and replaces the policies and practices previously established by the Employer that cover the specific issues addressed by this Agreement, except to the extent a policy or practice is expressly incorporated by reference into the Agreement. No other Employer policies or practices are superseded by this Agreement.

C. No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by duly authorized representatives of the Employer and the Union.

Article 5
Continuation of Economic Benefits
Employees shall enjoy all economic benefits contained in this Agreement. Where other or greater economic benefits are not contained herein, but are contained in University policy, rule or regulation, the Employer shall continue such economic benefits.
Article 6
Employee Rights

Section 1. Free Speech.
A. The University recognizes and promotes an intellectually open campus. The free
exchange of ideas through written, spoken, and other forms of expression reflects its
public land-grant heritage, support of diverse points of view, and commitment to
excellence in education and research.

B. Campus Use for Free Expression: Any outdoor area that is generally accessible to the
public may be used by employees for petitioning, distributing written material, or
conducting speech acts. Prior approval is not necessary as long as the primary action is
not to advertise or sell a commercial product. Activities must follow all applicable fire
codes and other laws. Activities shall not:
• Unreasonably obstruct vehicular or pedestrian traffic.
• Block the entrances or exits to buildings and facilities.
• Permanently occupy land areas or permanently locate signs and posters.
• Erect permanent structures, shelters or camps.
• Unreasonably interfere with classes, University work, and scheduled events.

If property damage or excessive littering occurs, or other unusual expenses are incurred
by the University as a result of an event, event organizers may be held responsible for
reasonable charges if deemed appropriate by the University.

C. Petitioning and the Distribution and Posting of Literature and Signs: All literature
distributed must contain identifying information for someone to contact in case of litter
problems. Literature may be distributed during non-work time and in non-work areas (1)
hand-to-hand; (2) through the use of tables; or (3) by posting on designated bulletin
boards and kiosks, provided however that Union-related postings shall only be made in
accordance with Article 7, Section 9 of this Agreement. Written materials may not be
placed in non-approved locations. Written materials may not be placed on any part of a
University building or structure without University permission. Posting on traffic signs,
power poles, trees, and automobile windshields is not allowed. Tables are allowed as long
as the tables do not unreasonably interfere with pedestrian traffic. Materials may not be
left on unattended tables. While scheduling of tables is not required in advance, those
individuals who have previously scheduled a site through the Campus Activities Office or
other appropriate University offices will take precedent.

D. Group Speech Activities: Group speech activities, including rallies, parades and
demonstrations, that are advertised through public media including newspapers, radio,
television, flyers, or electronic lists may need to be coordinated through the University
Police Department. Any employee, group, or organization sponsoring a group speech
activity that is expected to draw more than 100 persons at one time and uses public media
for advertising must notify the University Police Department no less than 72 hours in
advance of the activity, so that the University Police Department can take appropriate actions to ensure the safety of the event and issue a permit as proof of prior notification. Activities expected to draw 500 or more participants, or require road closures or detours, must be scheduled two (2) weeks in advance. Any employee, group, or organization planning a group speech activity is encouraged to contact the Campus Activities Office in advance so that activities may be coordinated with appropriate University offices. This will allow for locations to be reserved or other concerns to be addressed, such as the use of sound amplification equipment. Contacting the Campus Activities Office is voluntary and does not constitute an approval process. All scheduling is done on a “first come, first serve” basis. Activities that are scheduled receive priority in the use of space on campus.

E. Electronic Sound Amplification: The use of electronic sound amplification equipment is authorized in the open lots to the East of the Pan American Center and Aggie Memorial Stadium, the Corbett Center Outdoor Stage, and the “Aggie Pond” area off Espina Street, from 7:00 a.m. to 7:00 p.m., Sunday through Thursday; and from 7:00 a.m. to midnight on Friday and Saturday. Sound amplification equipment may be allowed at other times and in other locations if coordinated in advance through the Campus Activities Office.

F. Use of Chalk: Chalk may be used on campus as long as it is restricted to concrete walkways. All chalk used must be of a temporary or removable nature. Permanent chalk, such as surveyor’s chalk, may not be used under any circumstances.

G. Policy Enforcement: Any person violating this Section will be subject to:
   - Being asked to cease and desist or to relocate by appropriate University employees acting within the scope of their duties.
   - Being ordered to leave the premises or property owned or controlled by the University by the police or a person in charge of the property.
   - Discipline as outlined in Article 23 of this Agreement.
   - Arrest for violation of applicable law(s).
   - Restriction of future use of the University campus for expressive activities.

H. No Retaliation: The University agrees that it shall not retaliate against employees because of the filing of a grievance, complaint, or proceeding under this Agreement.

Section 2. Access to Union Representatives.
In addition to employee rights to Union representatives governed by Article 23 of this Agreement, grievants are entitled to a reasonable amount of time to access their respective authorized Union representative during work time for the purpose of discussing and processing formal grievances and attending grievance hearings. Grievants shall first obtain supervisory approval and such supervisory approval shall not be unreasonably withheld. If denial of supervisory approval necessitates an extension of time for processing a grievance, the time shall be tolled for the duration of the denial until the grievant is afforded access to the Union representative. Employees are free to conduct other types of Union business during non-work time, which is the time before their work day begins, during lunch and breaks taken during the work day, or after their work day ends.
All such grievance and other Union business and activities shall not disrupt the workplace or interfere with the operations of the University.

Section 3. No Disparate Treatment.
No employee shall be discriminated against by reason of union membership or non-membership or activities on behalf or in opposition to the Union.

Section 4. Personal Use of University Resources.
A. Employees may use University phones, pagers, phone credit cards, fax machines, computers, e-mail, internet connections, and copiers (hereinafter referred to collectively as “University resources”) for personal use, including union activity, consistent with this Section. Employees should be mindful of the necessity for conducting themselves with the highest ethical principles; of avoiding any action that may be viewed as a violation of the public trust in the use of these University resources; and of their responsibility to act so that others are not deprived of access to these same resources as they perform their duties. Employees do not have a right or expectation to privacy as it relates to information or data contained on or accessed through such University resources. Employees are responsible for the safekeeping and care of University resources in their possession.

B. General Guidelines: The personal use of such University resources is permitted only in compliance with the following criteria:

1. The cost to the University must be negligible.
2. The use must not interfere with an employee's obligation to carry out University duties in a timely and effective manner. Time spent engaged in the personal use of University resources is not considered to be University work time.
3. The use must in no way undermine the use of University resources for official purposes.
4. The use neither expresses nor implies sponsorship or endorsement by the University.
5. The use must be consistent with state and federal laws regarding obscenity, libel, or the like, and state and federal laws and University policies prohibiting the use of University resources for political activity, the marketing of products or services or other inappropriate activities.
6. Users should be aware that internal or external audit or other needs may require examination of uses of University resources and should not expect such uses to be free from inspection.

In applying these guidelines, each case will depend upon the particular circumstances and other important factors such as materiality or reasonableness. Employees should consult with their supervisors in advance if they have any questions about appropriateness of certain practices.

C. University desk phones, pagers, fax machines, and telephone credit cards are for
business purposes. As such, personal calls and faxes should be kept to a minimum. In the event that it is necessary to make a personal long distance call, the call should be charged to an employee’s personal credit card or home phone whenever possible. If a personal long distance call or fax is charged to a University desk phone, fax machine or credit card, the employee is responsible for identifying that the call is personal on the monthly statements sent from Telecommunication and Networking Services and for reimbursing the University for such calls. Employees are required to sign monthly certifications stating that all long distance calls not reimbursed are business related.

D. University cell phones must be used primarily for business calls; personal calls are restricted. If personal calls are placed or received, the individual must reimburse the University for the personal minutes, up to any total overage charge shown. Providing that personal calls are kept to an absolute minimum and that the most economical service plan that meets business needs has been chosen, no portion of the basic, routine monthly charge for service and plan-allotted minutes need be reimbursed. Specific personal calls should always be marked on all invoices and statements.

E. Employees cannot modify computer systems or accounts or cause damage to system resources. The willful transmission of known destructive applications and viruses is prohibited. Use of computers to send, view, download, print, or access fraudulent, harassing, obscene, indecent, pornographic, intimidating or unlawful communications or material is prohibited. The University’s email system shall not be used to send personal mass mailings.

Section 5. Official Use of University Vehicles.
Motor Pool vehicles are intended for University business only, to include events and activities which are sanctioned by the University. Employees are urged to exercise appropriate discretion and to be mindful that the vehicle and its operation represent the University. Motor Pool vehicles may be driven only by employees who have in their possession both a valid state operator’s license and a current University operator’s permit. The NMSU Operator Permit is issued by the University Safety Office upon completion of a defensive driving course. Responsibility for the safe and appropriate use of state vehicles is delegated by the Motor Pool to the driver who signs for the vehicle on the rental agreement. This includes ensuring that any additional drivers are in possession of the required permits and familiar with the rental policies. As a general guideline, Motor Pool vehicles may be used for incidental transportation of non-University personnel, provided that the main purpose of the travel is for a University-sanctioned activity, and that the main activity is not adversely affected by the incidental use. Drivers must obey all traffic laws, and any traffic or parking citation is the driver’s personal responsibility. Nothing in this Section governs the requirements for, or application of, insurance coverages, which shall continue to be governed by applicable University policy.
Article 7
Union Rights

Section 1. Stewards.
The Union shall have the right to select sufficient stewards to administer this Agreement. The exact number and location of stewards shall be determined by agreement between the parties consistent with the principle set forth above.

Section 2. Steward List.
The Union shall provide the Employer with a written list of the names, addresses, and telephone numbers of the stewards, Union officials, and other Union staff who are authorized to act on behalf of the Union and the extent of their authority. The list shall be updated by the Union after changes occur.

Section 3. Employee Officials.
A. The Employer shall allow Union officials and stewards who are employees [hereinafter referred to as "employee officials"] to attend, on paid status, the following meetings: (1) meetings requested by the Employer for purposes of administration of this Agreement; (2) investigatory interviews conducted by management, as addressed in Article 23 of this Agreement; and (3) disciplinary hearings, as addressed by Article 23 of this Agreement. Employee officials shall obtain supervisory approval to attend such meetings and such advisory approval shall not be unreasonably withheld.

B. Employee officials shall be entitled to use a reasonable amount of paid union time to investigate and process each grievance through the grievance and arbitration procedure contained in this Agreement, not to exceed a total of four (4) hours of paid union time for each grievance. Employee officials shall obtain supervisory approval for the use of such union time. Such supervisory approval shall not be unreasonably withheld. If denial of supervisory approval necessitates an extension of time for processing a grievance, the time shall be tolled for the duration of the denial until union time is afforded the employee official to process the grievance.

C. Employee officials are free to investigate and process grievances and conduct other Union business during non-work time, which is the time before their work day begins, during lunch and breaks taken during the work day, or after their work day ends.

D. All such grievance and other Union business and activities shall not disrupt the workplace or interfere with the operations of the University.

Section 4. Union Staff Access.
Union staff shall have reasonable access to visit any Employer worksite as necessary for purposes of administration of this Agreement. Visits shall not disrupt the workplace or interfere with the operations of the Employer. The Employer shall designate a management representative, and an alternate in the event the primary management representative is not available, through whom all such visits must be coordinated. If an
Employer facility is secured, then reasonable notice shall be given and the Employer shall provide a reasonable place where Union staff can talk with employees in private.

Section 5. Explanation of this Agreement.
Within ninety (90) days of the effective date of this Agreement, the University and the Union shall co-host one or more open forums, for employees covered under this Agreement to explain and/or answer questions regarding this Agreement. Employees who have obtained supervisory approval to attend shall be entitled to attend on work time. Such supervisory approval shall not be unreasonably withheld. Each forum will not last more than two (2) hours in length.

Section 6. Use of University Property.
Employees and Union representatives may use rooms to hold Union meetings by reserving the room(s) in accordance with the policy, practice or approval procedure established for that room.

Section 7. Union Orientation.
During formal, new-employee orientation group sessions conducted by the University, the Union will be permitted to give a fifteen (15) minute presentation, which may include an enrollment in supplemental Union membership benefits and programs.

Section 8. Union Web Page.
The University shall provide an internet link on its Human Resources Office web page to an AFSCME Local 2393 web page.

A. The Union shall provide to the University, at the Union’s expense, lockable bulletin boards to be installed by the University in conspicuous, mutually-agreed upon, high traffic areas at the following locations: (1) in the Corbett Center (2) Branson Hall, (3) Zuhl Library, (4) Gerald Thomas Hall, (5) Frenger Mall, (6) Dona Ana Community College Main Building and all its satellite campuses, (7) Hadley Hall, (8) Campus Health Center, (9) Educational Services Building and (10) all NMSU branch campuses.

B. These bulletin boards shall be for the exclusive use of the Union. The Union shall be responsible for the posting of all items on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall ensure that posted items are not illegal, defamatory, obscene, factually inaccurate, partisan, political, or contain personal criticism of any individual or the University administration, and that no item is detrimental to the safety and security of the University. At least one work day prior to the posting, the Union shall provide an informational copy of all items to the Human Resources Office. The Union, upon providing the University with each bulletin board shall provide the University with two (2) keys for each bulletin board.
Article 8
Non-Discrimination and Compliance with Laws

Written personnel policies and procedures shall be applied consistently in similar circumstances to the employees to whom the policies and procedures apply. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees.

With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans With Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA) and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

Article 9
Deductions

Section 1. The Employer will honor voluntary uniform union membership dues deduction authorizations. The amount of the dues shall be certified in writing and shall not include special assessments, penalties or fines of any type. The Employer shall also honor separate additional voluntary deduction authorizations for the Union’s political action committee (PEOPLE) executed on or following July 1, 2007. The standard form to be used following the execution of this Agreement authorizing dues deduction and authorizing PEOPLE deduction shall be attached as an appendix to this Agreement. The Employer will begin all voluntary deductions promptly after the authorization is received in a timeframe consistent with other employee payroll deductions.

Section 2. All money deducted from wages under this Article shall be remitted to the Union and the Union’s Political Action Committee (PEOPLE) promptly after the pay day covering the pay period of deduction. If an employee has insufficient earnings for the pay period, no dues or other deduction will be made for that employee for that pay period. The Employer shall provide the Union with a list of the names of each of the employees from whom the Employer is making deductions under this Article and the amount deducted. This listing may be made available in an electronic format. The Union shall certify to the Employer, in writing, by a duly authorized officer, the amount per pay period to be deducted for Union membership dues under deduction authorizations. An employee shall specify the amount, if any, of additional authorizations for the PEOPLE program.

Section 3. The duty of the Employer to honor membership dues deduction authorizations shall continue until the employee instructs the Employer and the Union in writing to end such deduction, as long as such employee instruction to end membership is made between July 1 and July 14 of any year that this Agreement is in effect. An employee may terminate deductions for the Union’s Political Action Committee (PEOPLE) at any
time.

Section 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of its application of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from and against any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 10
Probation

After an employee completes an original probationary period, which is the trial period of time following hiring as a new employee at NMSU in which the individual’s potential as a University employee is assessed, there shall be no other probationary periods during the employee’s continuous employment.

Article 11
Right to Information

Section 1. General.
The Union has the right to information that is relevant and necessary for AFSCME to represent employees in the bargaining unit. Such information may be relevant to the administration of any part of this Agreement, disciplinary action against an employee, allegations of employee misconduct, information related to negotiations and any other subject that AFSCME may need to represent employees in the bargaining unit.

Section 2. Bargaining Unit Information.
On the first of each month, the Employer shall furnish the Union with an electronic report containing, if available, the name, most recent mailing address, telephone number on file, department, classification, work address, birth date, status (part-time/full-time) and the unique identification number for each employee represented by the Union.

Article 12
Publication of Agreement

The Employer shall make this Agreement available on its website within thirty (30) days of the effective date of this Agreement.
Article 13
Seniority

Section 1. Definitions.
The following definitions shall apply to the extent this Agreement calls for seniority to be considered as a factor in employment decisions.

A. University Seniority
University seniority is defined as a bargaining unit employee’s length of continuous regular service with the University.

B. Classification Seniority
Classification seniority is defined as a bargaining unit employee’s length of continuous regular service in a classification.

Section 2. Tie Breaker.
In the event two (2) or more bargaining unit employees have the same seniority dates, the seniority order of these employees shall be determined by the last four (4) digits of the employees' social security numbers, with the employee having the lowest last four (4) digits of the social security number being considered as having the greater seniority.

Section 3. Loss of Seniority.
Except as otherwise provided by applicable law, an employee’s length of continuous regular service shall be broken only by voluntary resignation, discharge for just cause, retirement, voluntary move to temporary work status, layoff status lasting longer than allowed by Article 24 of this Agreement, or failure to respond to a recall from layoff. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

Section 4. Seniority Lists.
The University shall prepare and forward to the Union seniority lists as defined in this Article. The lists shall be updated monthly by the University and shall contain each employee’s name, classification title, classification seniority date, and university seniority date.

Article 14
Wages

Section 1. Wage Increases.
A. Wages for employees in the bargaining unit shall be budgeted annually by the Board of Regents of New Mexico State University in the Regents' annual budget for the University. The implementation of any wage increases budgeted by the Regents shall be contingent upon the specific appropriations of funds by the Legislature for such purpose.
If the Legislature fails to make specific appropriations of funds necessary to implement a wage increase budgeted by the Regents, either party may open negotiations to renegotiate the increase consistent with the Legislative appropriation. The University agrees to cooperate with the Union in efforts to obtain appropriations from the Legislature to fund the wage increases. This subsection does not conflict with the New Mexico State University Labor Relations Resolution.

1. The following employees shall not be eligible for any wage increase:
   (a) employees hired after the preceding March 31 of the calendar year the raise is given, unless an alternate date is mutually established by the Union and the University.

2. The following employees shall not be eligible for a performance adjustment:
   (a) employees hired after the preceding January 1;
   (b) employees on Long Term Disability (LTD) or Leave Without Pay (LWOP) status for six (6) months or more during the preceding review period;
   (c) employees with a “Fails to Meet Expectations” or “Needs Improvement” overall performance rating on the preceding performance evaluation.

C. Joint Pay Plan Task Force
The Joint Pay Plan Task Force, composed of members designated by the Union and the University, established in accordance with the collective bargaining agreement between the parties, effective May 23, 2007, submitted its report with recommendations to the President in November 2009 recommending the establishment of an alternative pay plan. The parties agree to mutually evaluate the recommendations within this report and continue efforts to support implementation of the recommendations. In the event the Joint Pay Plan Task Force is reconvened, such committee will be established through the Labor Management Committee (see Article 30).

Section 2. Compensation Administration.
A. Salary Schedule:
New employees are normally hired at entry level of the appropriate pay level. With justification and prior approval appropriate dean, director, vice president, or executive vice president and provost and the Human Resources Office, certain applicants may be hired at five (5%) percent or ten (10%) percent above the entry level dependent upon experience. Employees hired above entry level are not eligible for an end of probation increase. Adjustments may be made to the rate for positions in geographical locations that require a higher rate to be set competitive with the appropriate market.

The salaries of all employees are based on the pay level as set by the current salary schedule and the university job classification descriptions. No employee shall be paid less than the minimum for his or her pay level in the salary schedule. Classification descriptions are standardized descriptions of the characteristics, duties, and minimum qualifications for a group of positions. The qualifications statement in each classification description establishes minimum requirements that are to be met by an individual before
being considered for appointment or promotion. Combinations of education and experience are specified in the classification description. Other combinations, if deemed equivalent by the Human Resources Office, may qualify an individual for appointment or promotion. Employees may be required by their supervisor to perform duties outside the general skill level of their classification specification on a temporary basis. A supervisor who determines that the standard classification description does not accurately describe a position should initiate reclassification action, consistent with the provisions of this Agreement.

B. Temporary Assignments:
Temporary assignments will not normally exceed one (1) calendar year.

1. Higher Position
An employee who is temporarily assigned to a higher position due to a vacancy, an extended absence, or university critical project/effort for a period in excess of one (1) calendar month shall be assigned a salary in the higher pay level in accordance with the rules for recruitment or selection of an existing employee (See Section E Rate of Pay for Recruitment/Selection of Existing Employees) from the first day of the assignment. To be assigned to a higher pay level, the employee must meet minimum qualifications for the position and be provided with written notification of the duration of the assignment and associated pay. If there are no qualified employees, the duties will be reassigned to other employees.

2. Lower or Lateral Position: The employee will not receive any adjustment in pay.

C. Rate of Pay on Demotion (Voluntary or Involuntary):
When an employee is demoted or accepts a position at a lower pay level, a salary rate will be received in the lower salary range that is five (5) percent above the entry level; or the following percentage decrease, whichever is less of a reduction:

- 5 percent if the demotion is one pay level,
- 8 percent if two or three pay levels,
- 15 percent if four or more pay levels.

D. Rate of Pay on Voluntary Lateral Transfer to the Same Pay level:
Whenever an employee makes a lateral transfer, there is normally no change in salary.

E. Rate of Pay for Reclassification or Recruitment/Selection of Existing Employees:
The new base salary for employees reclassified or selected as part of a recruitment process will be:

- 5 percent if new position is one pay level,
- 8 percent if two or three pay levels,
- 15 percent if four or more pay levels, or
- 5 percent above entry level of new pay level, whichever is greater.
Reclassification to the same pay level will not affect the salary. An adjustment in classification by the Human Resources Office which results in change of pay level or elimination of title may or may not result in a salary change. Decisions regarding such changes will be made on a case-by-case basis.

F. End of Probation Salary Adjustment.
Upon satisfactory completion of the initial probationary period, a new employee shall receive a five (5%) percent salary increase, except employees hired above the entry level will not receive an increase. Supervisors complete and submit appropriate processing form and performance evaluation to HR Services to implement the change from probationary to regular status. The salary increase will be effective six (6) months following the employee's employment date or upon completion of the probationary period.

G. Retroactive Pay Adjustment:
Retroactive payment may be made back to the day of the calendar month in which the general pay adjustment was approved. (Example: an employee was granted a pay adjustment effective April 26 but, due to an error, the proper amount was not paid. The error was discovered on June 15. The retroactive adjustment shall be made back to April 26, the date the adjustment was approved.) Salary adjustments may not pass beyond fiscal year dates without specific approval of the human resources director.

If an employee is overpaid due to an administrative error, the employee will be responsible for reimbursing the university for the total overpayment. The overpayment shall be repaid in the same increment and frequency the overpayment occurred, provided, however, an entire overpayment balance outstanding upon employee termination shall be deducted from the employee's final paycheck.

H. Three-Year Longevity Increase:
Employees who satisfactorily complete their initial three (3) consecutive years of service will be awarded a five (5%) percent increase effective on the employee's anniversary date. Prior service with a break in employment in excess of five (5) working days is not credited toward the three (3) years of service. Leave without pay will not be included as service time.

I. Service Increase:
Employees may be awarded a service increase upon satisfactory completion of 10, 15, 20, 25 and 30 years of regular consecutive service. The increase will be effective on the first day of the month after the anniversary date (i.e.; if the anniversary date is January 13, the award will be effective February 1). The increase will be $750 after 10 years; $850 after 15 years; $1,000 after 20 years; $1,300 after 25 years; and $1,500 after 30 years. (To be prorated for less than full time employees). The increase may not be retroactive and will be subject to satisfactory performance as documented on the performance evaluation form.
J. Daily Maximum Hours of Employment:
No employees, other than fire fighters, law enforcement officers, dispatchers, or farm or ranch hands, whose duties require them to work longer hours, or employees primarily in a standby position shall normally be required to work more than sixteen (16) hours in any 24-hour period, except in emergency or special situations.

K. Deductions from Pay:
Improper deductions from an employee’s pay are prohibited.

Section 3. Shift Differential.
A. Work schedules are divided into three, 8-hour shifts in any 24-hour work day. Normally, the daytime shift receives the base rate of pay; the second shift (swing) receives a ten cents ($0.10) per hour pay differential; the third shift (graveyard) receives a forty cents ($0.40) per hour pay differential. Any granting of differentials other than those specified must have specific approval of the Human Resources Office.

B. Assignment to shift duty must be evidenced by an appropriate form, executed by the employee’s department manager/supervisor, including applicable shift code. In order to be eligible for a shift differential, an employee’s normal work schedule must extend more than 3 hours into the swing or graveyard shift. An employee is eligible for shift differential pay only for those hours extending into the swing or graveyard shift.

Section 4. Area Differential.
When employees are sent on temporary duty to locations outside their normal work area and the cost of temporary lodging and food exceeds the normal per diem rate, the University may provide a temporary adjustment to the employee’s base pay during the absence to compensate for this loss. The supervisor shall submit such requests immediately to the Human Resources Office.

Section 5. Hardship Differential Pay.
Hardship differential pay is extra compensation (a minimum $1.25 per hour pay differential) occasionally paid to employees assigned to work for a fixed period of time on a specific project to meet an objective, and under extraordinary working conditions.

A. Management should attempt to schedule employees such that excessive overtime and hardship to the employee is avoided; the hardship differential pay addresses those situations where this cannot be avoided.

B. Extraordinary working conditions include situations when the employee is required to work an inordinate number of hours beyond the normal forty (40) hour work week, or to work under unusually risky and/or hazardous conditions, including but not limited to permit-entry confined space work assignments; or to work at a remote location (non-standard location away from home) through a holiday. Such working conditions should not be the norm, and payment of extra compensation is justified due to the significant hardship placed on the employee during the period of time necessary to meet the work objective.
C. In order to receive hardship differential pay, the appropriate dean, vice president or designee and the Human Resources Office must approve it in writing.

D. The amount of the hardship differential pay will be a differential over and above the employee’s regular salary, to be paid for the duration of the project. Hardship differential pay will be included in the calculation of overtime compensation.

In facilities or offices where the Employer deems it necessary to have on staff multilingual employees to facilitate work related communications, and employees on staff assigned to the facility are available and capable of fulfilling such need, the Employer may designate a sufficient number of employees in the assigned work force to perform such duties and such employees shall be entitled to a differential in the amount of $.10 per hour.

Section 7. Employee Education Recognition Salary Adjustment.
Employees with above-average job performance who earn degrees from an accredited institution of higher education during their employment will be rewarded in appropriate ways according to the following guidelines.

A. An employee will receive recognition only once for each type of degree awarded (i.e., associate’s, bachelor’s, master’s, and doctorate). An employee shall not receive an increase for earning a lower degree than already held. An employee may only receive an increase for earning the same level degree as already held if the degree is directly related to the position and no increase has been previously awarded.

B. The salary increases will be effective on the first day of the month following award of the degree, or on the first day of the month in which a degree increment request is received by the Office of Human Resources Services, whichever is later.

C. Degree increments will not be paid on a retroactive basis.

D. Employees who have met the above criteria will be eligible for a salary increase of:
1. 5 percent of their current salary not to exceed $1,000, for an associate degree.
2. 5 percent of their current salary not to exceed $1,200, for a bachelor’s degree.
3. 5 percent of their current salary not to exceed $1,400, for a master’s degree.
4. 5 percent of their current salary not to exceed $1,600, for a doctorate.

7. Requests for awarding a degree increment should include transcripts of employee’s credits indicating a degree has been awarded and a verification of above-average performance. Upon qualification, the appropriate form shall be submitted to HR Services
Article 15
Insurance Benefits

Section 1. Insurance.
A. The University shall continue in effect during the term of this Agreement its Insurance Policy 7.15 in effect on the effective date of this Agreement, as it relates to bargaining unit employees, which addresses issues related to the University’s group medical insurance, Rx plan, group vision, group term life and AD&D insurance, group long-term disability insurance, group dental plan, voluntary life and AD&D insurance programs (e.g. eligibility, enrollment, coverage, etc.)

B. The University shall contribute the following amounts to the cost of employee insurance benefits:

<table>
<thead>
<tr>
<th>Employee Base Pay</th>
<th>University Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $26,249</td>
<td>80%</td>
</tr>
<tr>
<td>$26,250 to $31,499</td>
<td>70%</td>
</tr>
<tr>
<td>$31,500 and above</td>
<td>60%</td>
</tr>
</tbody>
</table>

The University shall provide the Union with advance notification of planned changes to insurance providers and insurance benefits (e.g., deductibles, out-of-pocket and lifetime maximums, co-pays, etc.) and permit the Union a reasonable opportunity to meet with the University to review the changes prior to implementing such changes. The parties recognize that so long as the University is part of the State of New Mexico insurance plan, the University cannot initiate changes to the insurance benefits.

Section 3. Health Care Spending Accounts.
The University shall provide Health Care Spending Accounts, which allow employees to set aside dollars from their paychecks on a pre-tax basis in order to be reimbursed for unreimbursable health expenses for themselves and their dependents as defined by IRS codes. All regular employees are eligible for this plan within the first thirty-one (31) days following their hire date with the plan becoming effective no later than the first day of the month following their first thirty (30) days of their regular employment. If an employee does not return a completed and signed enrollment form to Employee Benefits within their first thirty-one (31) days of employment, they will not be eligible to participate in the plan until the next open enrollment period.

Open enrollment occurs once per year. During open enrollment eligible employees who are not currently enrolled in the plan may enroll and employees currently enrolled in the plan must complete paperwork to continue the plan.
Employees may only make changes or additions to their plan outside of the open enrollment period within thirty-one (31) days after a change in status occurs. The proper forms must be executed with Employee Benefits within the thirty-one (31) day period. Examples of a change in status include but are not limited to:

1. Marriage
2. Divorce
3. Legal Separation
4. Childbirth
5. Adoption of child
6. Death
7. Loss of prior coverage
8. Loss of dependent status

If a change in status occurs and an employee elects to reduce or cancel coverage, when available, the employee may not reduce or cancel coverage to a point where the total plan year account balance is less than the amount of funds already reimbursed for the employee. An employee’s account balance after a change has been made during a plan year will be calculated by adding any balance (including a negative balance) remaining in the employee’s account immediately preceding the change, to the newly elected plan year election amount for the remainder of the plan year in which the change in status took place.

If coverage is cancelled, no refund of contributions will be made and no claims incurred after the last day of the month in which the change in status occurred will be eligible for reimbursement.

While on leave without pay, employees are responsible for continuing to make contributions to the plan. If contributions are not made, the plan can be cancelled for the remainder of the plan year. The employee will only be eligible to rejoin the plan during the next open enrollment period.

If an employee separates employment from the university, coverage will continue until the last day of employment and claims incurred during that time may be submitted for payment no later than three (3) months following the separation of employment. Employees are allowed to continue the coverage following separation through COBRA.

Section 4. Pre-Tax Premium Plan.
The University shall provide a Pre-Tax Premium Plan, which allows employees enrolled in the University’s medical, dental and vision insurance programs to decrease their taxable income by the amount of the employee portion of premiums. This plan is subject to guidelines set forth by the United States Internal Revenue Service. Employees must either enroll in or waive coverage within their first thirty-one (31) days of employment. If an employee does not complete a form to either enroll in or waive coverage, the employee will waive their right to enrollment in the plan and will not be allowed to enroll until the next open enrollment period. Employees may make changes to their coverage.
(including termination of the plan) during the open enrollment period with changes going into effect in the new plan year. Enrollment in this plan limits the employee’s ability to add, change or delete coverage in the health vision, and dental insurance programs.

Section 5. Group Benefits Committee.
The parties agree to support legislation to appoint one (1) bargaining unit employee nominated by the Union, and one (1) University official appointed by the University, to the State of New Mexico Group Benefits Committee.

Article 16
Paid Holidays

Section 1. Recognized Holidays.
A. Regular full-time employees, and regular part-time employees on a prorated basis, are eligible for holiday pay. The University recognizes the following paid holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Spring Holiday (1 day)</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Friday following Thanksgiving Day</td>
<td>Christmas Eve Day through and</td>
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<tr>
<td></td>
<td>including New Year’s Day</td>
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B. Employees covered by this Agreement shall also receive any other holiday that is granted by the appropriate University authority during the term of this Agreement.

Section 2. Day of Observance.
When a holiday falls on a Saturday, the preceding Friday is observed; when a holiday falls on a Sunday, the following Monday is observed. If the beginning of the Winter Break (Christmas Eve Day) falls on a weekend, the preceding Friday is observed and if the end of the Winter Break (New Year’s Day) falls on a weekend, the following Monday is observed.

Section 3. Holiday Pay.
Any regular staff employee hired prior to the first Monday in December shall be eligible for holiday pay according to the provisions included below. Any regular staff employee hired after the first Monday in December will be eligible for holiday pay on Christmas Day and New Year’s Day only for that calendar year. A staff employee’s first day of work may not begin on a holiday.

Employees shall receive a regular day’s compensation at their regular hourly rate for each holiday the employee observes. Any regular employee shall forfeit payment for any holiday if the employee has an unexcused absence on the last regular work day preceding such holiday or on the first regular work day following such holiday.

Employees on leave without pay are not entitled to holiday pay, unless they return from leave and have paid time for at least one day for each day of the holiday period.
immediately before the holiday and one day for each day of the holiday period immediately after the holiday. Paid leave will be considered as time worked only for those employees continuing regular employment with the university after the holiday or holiday period.

Any employee who voluntarily terminates, with less than 5 years of regular service, after a holiday must have worked one day (immediately following the holiday or holiday period) for each day of the holiday period to be eligible for holiday pay. Leave will be considered as time worked only for those employees continuing permanent employment with the university. Holiday pay is not paid unless the employee works the day after the holiday. For holidays with more than one day, the holiday pay will be prorated based on the number of days the employee worked before and after the holiday.

Employees with 5 or more consecutive years of regular service may terminate on December 31 and be eligible for all holiday pay in December. If employees with 5 or more years of service terminate after December 31 they must work and be physically present one day (immediately following the holiday period) for each day of holiday pay to be received. Leave will not be considered as time worked. Holiday pay is not paid unless the employee works the day after the holiday. For holidays with more than one day, the holiday pay will be prorated based on the number of days the employee worked before and after the holiday.

Section 4. Work on a Recognized Holiday.
If an employee is scheduled or is otherwise authorized to work during his or her recognized holiday, the employee shall be paid, in addition to his/her Holiday Pay, one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked on the recognized holiday.

Article 17
Hours of Work and Overtime

Section 1. Work Week.
A. The work week for payroll purposes shall be the calendar week from 12:00 a.m. Sunday through 11:59 p.m. Saturday. The University’s official human resources/payroll system (e.g., currently the Banner system) shall be used for the entry of all time worked and leave taken.

B. The normal work schedule for full-time employees shall consist of five (5) consecutive days with eight (8) hours per day, Monday thru Friday. The parties agree that due to the operational needs of the University community there may be work schedules other than the normal work schedule, but these alternative schedules should be kept to minimum, wherever possible. The scheduled starting and ending times shall remain consistent throughout the work week. Changes in the regular scheduled starting and ending times shall be communicated to each affected employee in writing two (2) weeks prior to the scheduled changes becoming effective unless the operational needs of
the Employer demand otherwise, in which case reasonable notice shall be provided as soon as practicable.

C. Due to the operations of the University there is a need to allow for positions specifically in Special Events and the Golf Course to have a flexible work schedule to accommodate for business needs. The days worked and the starting and ending times shall be established no less than weekly and communicated to the employee in writing at least 48 hours prior to 12:00 a.m. Sunday. Additionally, the hours worked each week shall remain consistent with the assigned full-time equivalency (FTE). Positions that have a flexible work schedule shall be posted with the following language, "flexible work schedule to be established each week based on needs of the hiring department". At the time of hire, employees will be provided with a letter of offer indicating the conditions of employment to include the requirement of a flexible work schedule.

Section 2. Work Breaks.
A fifteen (15) minute work break is allowed for each 4-hour segment (or major portion thereof) of the work period; as feasible, approximately in middle of each segment of the work period. Non-usage of work breaks may not be used to make up time spent away from work. General guidelines regarding break times are below:

1. Break times cannot be added to the meal break and generally should not be taken within one (1) hour before or after the meal break.
2. Break times cannot be deducted from the beginning or end of the work period to reduce overall length of total work period.

Section 3. Meal Break.
There shall be an unpaid duty-free meal break of at least thirty (30) minutes for employees working on shifts of six (6) hours or more. Meal breaks should normally be scheduled at the mid-point of the employee’s regular work shift. Bargaining unit positions currently receiving a paid meal break on the effective date of this Agreement shall continue to receive this benefit under this Agreement.

Section 4. Workload Standards.
The University shall assign workloads to treat employees as equitably as possible. The Employer shall consider re-distribution of staff or positions among a department’s programs, shifts, or work sites or other means to alleviate excess workload and shall specifically consider hiring additional staff where there are chronic workload problems. In addition, the parties shall utilize the Labor Management Committee, Article 30 to address workload issues for employees that are assigned caseloads.

Section 5. Overtime.
The University shall compensate all employees covered under this Agreement at the rate of one and one-half times the employee’s regular hourly rate of pay, including any pay differential, for hours worked in excess of forty (40) hours during the work week (hereinafter referred to as “overtime”). For purposes of this Article, the only leave that shall count as “hours worked” shall be:

(1) Time for jury duty.
(2) Payment for a holiday, annual leave, sick leave, administrative leave, compensatory time, or compassionate leave will be considered as hours worked only during a work week in which an official University holiday occurs. If holiday hours and actual hours worked exceed forty (40) hours in a work week, calculation of overtime hours will exclude holiday premium hours already compensated.

An employee's daily or weekly schedule shall not be changed to avoid the payment of overtime or accrual of compensatory time without the employee's consent.

Section 6. Distribution of Overtime Opportunities.
If overtime is required that is not within the specific job assignment of an individual employee, then the supervisor shall first offer overtime to the employees under his/her supervision who are qualified to perform the necessary work. If more than one qualified employee volunteers to work overtime, the supervisor shall assign overtime based on classification seniority within the work group that he/she supervises and rotate overtime assignments in a fair and equitable manner. If no volunteers are available, then the supervisor will designate employees capable and qualified to perform the work based on reverse classification seniority and mandatory overtime shall be rotated in a fair and equitable manner. The University shall have the right to require employees to work overtime consistent with this section.

Section 7. Payment of Overtime.
All hours worked under the overtime provisions of this contract and reported by the payroll deadline shall be paid to the employee at the next regularly scheduled pay-day.

Section 8. Compensatory Time.
A. Upon election by the employee, overtime work may be compensated in the form of compensatory time off (referred to hereinafter as "comp time"). When such form of compensation is elected, the employee shall be paid for all hours worked in excess of forty (40) hours during the work week (hereinafter "overtime hours") at the employee's regular hourly rate of pay and earn comp time at an additional 0.5 times the overtime hours worked. The Employer shall designate two (2) opportunities each year for employees to change their current election to receive either comp time or pay for overtime hours worked, to be effective on January 1 and July 1.

B. The date to be taken as comp time off shall be scheduled by agreement between the supervisor and the employee. Supervisory approval for the use of comp time shall not be unreasonably withheld. A supervisor may direct that an employee use accrued comp time.

C. A maximum of one hundred and twenty (120) hours of comp time may be accrued in a fiscal year. Comp time earned for overtime and reported by the payroll deadline shall be accrued at the next regularly scheduled pay day. An employee may request payment of accrued comp time at any time, which shall then be paid at the next regularly scheduled pay day. All comp time must be used or paid by the end of each fiscal year or prior to transfer or termination.
Section 9. Standby.
The Employer may assign an employee to standby status in accordance with the following:

1) Standby is defined as time that an employee is required to be ready to report for duty or to respond to a work-related call during his/her time off where he/she cannot use his/her time off freely. Such time shall include time that an employee has been directed to remain within contact by telephone or electronic beeper in order to respond to a call within a specified timeframe during his/her time off.
2) Standby pay shall be an amount equal to $1.00 per hour for each hour of assigned “standby” status.
3) Standby status shall not be concurrent with work time.
4) This Section will be administered in accordance with the Fair Labor Standards Act (FLSA).

Section 10. Unrestricted On Call.
Voluntary unrestricted on call lists may be maintained for the purposes of offering available overtime pay so long as the employee is not required to remain in any specific geographical area or required to return to work within a specific time period. Employees on such status may decline to return to work if contacted, without penalty, discipline or other reprisal if they acknowledge they are not fit to report to duty.

Section 11. Call-Back Pay.
On-Call employees who are required to return to work, or those other employees who are called back to work on a regularly scheduled on-duty day after going off-duty or who are called to work on a regularly scheduled off-duty day, shall be guaranteed a minimum of two (2) hours of pay for the actual time worked at the applicable straight time or overtime rate. For employees called back to work, paid time shall commence at the time the employee begins travel to report for work and ends at the completion of the call-back assignment. The University shall not use these call-back pay provisions of the Agreement to undermine or circumvent the distribution of overtime.

Article 18
Job Vacancies and Job Postings

Section 1. General.
The University agrees to continue to provide job advancement opportunities by offering all employees a fair, equitable, and open process for filling vacancies. Employees shall be entitled to apply for all bargaining unit vacancies including but not limited to promotional opportunities. Under no circumstances shall the University require an employee to submit a letter of resignation from the University in conjunction with any job vacancy, promotion or other type of status change.
Section 2. Job Announcements.
A. Contents.
The job postings for bargaining unit vacancies and newly created positions shall contain, at a minimum, the application procedure, classification title, department, examples of job-related duties, minimum qualifications, starting salary, pay level, expected work schedule and hours of work, and a posting date and closing date.

B. Posting.
Job postings for bargaining unit vacancies and newly created positions shall be posted in the Department of Human Resources, in the employing department, and on the University web site. Each job posting shall be sent to the on-campus Union President for posting on the various Union bulletin boards. Job postings may also be published in various print and electronic media as desired.

C. Notice.
The University shall post job postings a minimum of fourteen (14) calendar days.

D. Records of Job Postings.
The University shall maintain within the Department of Human Resources photocopies of posted job postings for a period of not less than three (3) years from the date of the posting. Upon request, the Union shall receive copies.

Section 3. Job Vacancy Award.
The University shall award the vacancy to the best qualified applicant. If two (or more) applicants are relatively equal in qualifications, classification seniority shall govern to the extent the position is within either applicant’s current classification series. If classification seniority is not applicable, University seniority shall govern if two (or more) applicants are relatively equal in qualifications.

The University shall post a notice identifying the individual hired for the vacancy in a conspicuous place(s) within the employing department, and also provide a copy to the on-campus Union President within five (5) working days of the finalized hiring decision.

Article 19
Grievance and Arbitration Procedure

Section 1. Grievance Definition.
"Grievance" means an alleged violation, misapplication, or misinterpretation of this Agreement; provided, however, that the Preamble and Articles 1 and 2 of this Agreement are not subject to this grievance and arbitration procedure.

Section 2. Informal Resolution.
Informal resolution of issues is encouraged before the parties resort to the following formal grievance procedure. Informal resolution of grievances prior to Step 1 shall not be binding upon the parties as past practice or interpretation of this Agreement.
Section 3. Self Representation.
A. An individual employee may present a grievance under the provisions of this Article and have it adjusted without the intervention of the Union so long as:

1. the adjustment is consistent with the terms of the Agreement; and
2. the Union is provided with the opportunity to be present during the grievance meetings, is provided copies of grievance documents, and is provided an opportunity to make its views known.

B. An employee may not retain outside representation under this grievance procedure without the advance approval of the Union. An individual employee may not invoke arbitration under this Article.

Section 4. Grievance Initiation.
Grievances may be filed on a form provided by the Union, attached as an appendix to this Agreement, on behalf of an individual aggrieved employee, or group of employees covered by this Agreement, or by the Union. Suspensions, demotions, and terminations shall not be grieved through the steps of the grievance process, but shall proceed directly to arbitration if requested by the Union within fifteen (15) working days from the date of the final determination to suspend, demote, or terminate.

Section 5. Steps in the Grievance Procedure.
Step 1. Immediate Supervisor Level.
Except in the case of suspensions, demotions, and terminations, grievances must be initiated by presenting a written grievance to the grievant's immediate supervisor promptly and no later than fifteen (15) working days after the grievant or the Union was aware, or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance. The Union or grievant shall submit the grievance to the immediate supervisor in writing and shall set forth:

1. The employee's name, job title, and department;
2. The name, address, and telephone of the Union representative, if any;
3. The Article(s) of this Agreement alleged to have been violated;
4. A description of the alleged violation;
5. The relief requested;
6. The signature of the grievant or of the Union representative.

The immediate supervisor shall respond in writing within ten (10) working days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at Step 1, the Union may continue the grievance to Step 2 by filing with the Department Head/Director Grievance Representative (hereinafter referred to as “DGR”) within ten (10) working days of receipt of the Step 1 response.
Step 2. Department Head/Director Level.
The Union or grievant shall submit the grievance to the DGR in each Department in writing. The DGR is a person designated by the Employer, under the terms of this Agreement, to be the recipient of Step 2 grievances on behalf of the Employer in each Department. If no DGR has been designated, then the supervisor of the grievant's immediate supervisor shall be considered the DGR. The DGR shall respond in writing within ten (10) working days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the Union may continue the grievance to Step 3 by filing with the Dean/Vice President Grievance Representative [hereinafter referred to as “VPGR”] within ten (10) working days of receipt of the Step 2 response.

Step 3. Dean/Vice President Level.
The Union or grievant shall submit the grievance to the VPGR in the major organizational unit in writing. The VPGR is a person designated by the University, under the terms of this Agreement, to be the recipient of Step 3 grievances on behalf of the University in each major organizational unit. If no VPGR has been designated, then the top administrative official of the major organizational unit shall be considered the VPGR. The VPGR may designate a senior administrator within his/her college/unit as designee to respond on his/her behalf. The VPGR or designee shall respond in writing within ten (10) working days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the Union may continue the grievance to Step 4 by filing with the Human Resources Grievance Representative [hereinafter referred to as “HRGR”] within ten (10) working days of receipt of the Step 3 response.

Step 4. Human Resources Level.
The Union or the grievant shall present the grievance to the HRGR in writing. The HRGR is a person within the Office of Human Resources designated and authorized by the Employer, under the terms of this Agreement, to receive and respond to Step 4 grievances on behalf of the Employer. The HRGR shall respond in writing within ten (10) working days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the Union may continue the grievance through Arbitration. Arbitration may only be invoked by the Union; not by the individual grievant.

Section 6. Final and Binding Arbitration.
A. The Union may invoke arbitration by serving a written demand for arbitration upon the HRGR within thirty (30) calendar days from the time for response of the HRGR.

B. Within ten (10) working days of the written demand for arbitration, the Union shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator. Within ten (10) working days of the receipt of a list of arbitrators by both parties or agreement to an alternative panel, the parties will meet to
select the arbitrator. The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. The University shall reimburse the Union for one-half of the cost of obtaining a panel of arbitrators from FMCS or AAA unless the matter is resolved prior to an arbitration hearing being held.

C. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief. Each party shall pay one-half of the arbitrator's fees and expenses. The arbitrator shall not have authority to make an award that includes a fine or other punitive damages or award of attorney's fees. The arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the New Mexico Uniform Arbitration Act.

A. Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written agreement of the parties.

C. Those steps in the grievance procedure that result in duplication of a step for a particular grievant may be skipped by the grievant (e.g., a grievant whose immediate supervisor is a Department Head or Dean).

D. If the Employer fails to respond within the designated time limits, the grievance shall be deemed denied and the Union may advance the grievance to the next step in accordance with the procedures set forth in this Article.

E. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances.

F. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice except as to objections to timeliness.

G. The arbitration procedure set forth in this Article shall not apply to events that occur before the effective date of this Agreement.

H. Utilizing this grievance and arbitration procedure on an issue, in part or in whole, precludes the use of any other University appeals processes that may apply to the issue. Use of other University appeals processes to appeal an issue, in part or in whole, precludes the use of this grievance and arbitration procedure on the same issue.
Article 20  
Contracting of Work

Section 1. Contracting Out.
In the event the Employer decides to contract out work which has been traditionally performed by employees in the bargaining unit, it shall provide the Union with written notice, as soon as practical but not less than twenty-one (21) days prior to the proposed implementation, describing the work to be contracted, the basis for the decision to contract out the work, and the anticipated effect on employees. The Union may request bargaining within twelve (12) days of receipt of the notice. In the event of an impasse in bargaining the employer may implement its last offer and the Union may not invoke impasse arbitration. Work “traditionally performed” shall not include work temporarily contracted out to meet emergency needs or mandates of higher authorities or work contracted out in accordance with existing practice.

Section 2. Returning Work to University Service.
Where the Union contends that work being performed under a service contract can be more economically, efficiently and qualitatively performed by employees in the bargaining unit, it shall notify the Employer of its contention in writing, supported by a statement setting forth the reasons why it believes such work can be more economically, efficiently and qualitatively performed by bargaining unit employees. The Employer will, upon a specific written request, furnish the Union with information reasonably available and relevant to its analysis, subject to withholding such information after receiving valid written objections from the contractor on grounds of confidentiality or because of the proprietary nature of the information requested. Where the Employer, after reviewing the Union’s contentions and conducting further analysis on its own, determines that the work can be more economically, efficiently and qualitatively performed by employees in the bargaining unit, the parties shall jointly develop a plan to return such work to University service.

Article 21  
Performance Evaluation

Section 1. Purpose.
Performance evaluations are intended to establish a communication tool to ensure that
employees are performing at acceptable levels and to provide a means by which to document performance and to establish a procedure for correcting performance problems should they occur. Written performance evaluations shall be completed: after completion of a probationary period; on an annual basis no later than April 30; any time a supervisor considers an evaluation necessary or useful for the purposes stated above; or upon transfer to new supervision. Next level supervisor’s signature is required on all performance evaluations. No employee shall be denied a merit pay increase based upon the University not providing a timely annual performance evaluation.

Section 2. Performance Ratings.
For each of the elements evaluated and for the overall rating, an employee shall receive one of the following ratings (see Performance Planning and Evaluation Form attached as an appendix to this Agreement):

A. Exemplary – continuously exceeds expectations for the position.
B. Exceeds Expectations – accomplishments exceed expected level or essential requirements.
C. Meets Expectations – performance meets standards of job requirements.
D. Needs Improvement – performance does not meet all essential requirements of job; work requires frequent guidance and checking; improvement is expected.
E. Fails to Meet Expectations – performance substandard; requires a high degree of supervision and direction; deficiencies are clearly evident and specific; remedial action is required.

Section 3. Performance Elements.
Performance elements shall be based on the regular and recurring duties assigned to the employee and previously agreed-upon goals and objectives. At a minimum, the following elements should be rated on a performance evaluation: job knowledge; quality of work; time and task management; attendance and punctuality; work relations and teamwork; judgment; dependability/initiative; adaptability; and NMSU Representation/Customer Service (see Performance Evaluation and Planning Form attached as an appendix to this Agreement).

Elements will be rated fairly and equitably. The supervisor shall take into account equipment and resource problems, lack of available training, and other such matters that were outside of an employee’s control. Pre-approved time away from the job including sick leave, annual leave, comp time off and authorized duty time for union representational purposes and other authorized activities will not be considered negatively in the application of performance elements, but evaluations shall fully take into account such pre-approved absences in a measure of timeliness and quantity of work. If an employee does not have an opportunity to perform work encompassed within an element for reasons outside of the employee’s control, that element will not be considered in the performance evaluation process.
Section 4. Supervisor Completion.
The employee's immediate supervisor, who is in the ordinary course of business the individual responsible for assigning and reviewing the employee's work, will prepare all performance evaluations when possible. If an employee is transferred, he/she shall be given an exit evaluation and it shall be used in conjunction with his/her new supervisor's year-end evaluation, unless the employee has been working under the new supervisor for at least six (6) months, in which case the new supervisor may elect not to use the former supervisor's evaluation. When both evaluations are used, the overall ratings may be averaged in accordance with the number of months evaluated by each supervisor.

Section 5. Deficient Performance.
A. In the event during the current rating period, an employee's performance deteriorates to a less than satisfactory level, the supervisor will meet with the employee to discuss the deficiencies. If a performance evaluation is conducted, the supervisor shall include in the written performance evaluation:

1. the specific tasks and standards that will assist the employee in accomplishing his/her overall objectives for the next evaluation period; and
2. any training needs.

B. The employee will be given a reasonable amount of time to correct the performance deficiencies before the next performance evaluation is conducted unless the deficient performance occurs late in the annual evaluation period.

Section 6. Miscellaneous.
A. Performance evaluations shall also include the following:

1. an overall performance rating for the period;
2. goals and objectives for the forthcoming period (which may include recommendations for training, if any, to enhance the employee's skills); and
3. a statement identifying area(s) for improvement and a description of improvement activities, and follow up review date to review progress for an overall rating of either "Needs Improvement" or "Fails to meet Expectations."

B. The Employer will not prescribe a forced distribution of levels for ratings for employees covered by this Agreement.

C. The Employer may change an employee's annual evaluation only with written justification to the Human Resources Office. The employee shall have access to his/her annual evaluation and a copy will be maintained as part of the employee's official personnel file. A statement of an employee's objection to an evaluation or comment may be included on the evaluation or attached and placed in his/her personnel file.

D. Disagreement with overall performance ratings of "Needs Improvement" or "Fails to meet expectations" may be grieved/appealed through the Union Grievance Procedure or
the University appeals process.

Article 22
Leaves

Section 1. Annual Leave.
Regular full-time employees shall accrue twenty-two (22) work days (176 hours) of paid annual leave each year (to be prorated for half-time or more employees). For each day of annual leave taken, employees covered under this Agreement shall be compensated a regular scheduled day's pay. Leave will be earned from the first day of employment and may be used as it is earned. Hours worked over forty (40) hours per week do not accrue either annual or sick leave. Annual leave may be accumulated to a total of 416 work hours. Up to 240 hours accumulated annual leave may be carried forward each July 1 and may be paid upon termination of employment. In the case of death, the maximum payment for unused leave shall be 416 work hours. The end of the fiscal year (June 30) is the date for determining accumulated leave to be carried to the succeeding fiscal year.

It is the responsibility of the employee and supervisor to ensure that the use of annual leave is programmed in advance and used so the employee will not lose any leave. However, an employee who has accumulated leave on June 30 in excess of 240 hours may take such excess leave prior to October 1 of the succeeding fiscal year. An employee's pay can be docked for a voluntary day off if they do not have a leave balance to cover.

Annual leave will be transferred with the employees from one department to another. Employees who are converting to temporary status may be paid for unused annual leave as stated above. Employees who are terminating may request terminal leave (with administrative approval) in lieu of lump sum payment and will not accrue leave during terminal leave unless they return to permanent work status. Employees who are retiring may accrue leave during terminal leave.

Section 2.a. Sick Leave.
Regular full-time employees shall be granted twelve (12) work days of paid sick leave each year. This is prorated for half time or more employees. Leave shall be earned from the first day of employment and may be used as it is earned. Hours worked over forty (40) hours per week do not accrue either annual or sick leave. Employees may accrue and bank one hundred (100) working days (800 hours) of accumulated sick leave (prorated for less than full-time employees and for any partial months by 9-month employees).

On July 1 of each year, an employee who has accumulated more than one-hundred (100) work days of sick leave will have the sick leave balance reduced to one-hundred (100) days. A department may require supporting documentation for any usage of sick leave when any time abuse of sick leave is suspected. Any grant of sick leave in excess of three (3) consecutive working days should be supported by a medical certificate or other
evidence administratively acceptable. Abuse of sick leave may be grounds for immediate dismissal. Annual leave will be applied (if available) against sick leave in excess of the allotted sick leave days, but sick leave will not be applied against annual leave in any case. An employee who is terminating or retiring will be paid for earned sick leave over six hundred (600) hours up to eight hundred (800) (not to exceed two hundred (200) hours). The payment will be made at a rate of fifty percent (50%) of the employee’s straight-time hourly salary multiplied by the number of sick leave hours accrued over 600 to a maximum of 200. The payment may not exceed 50% times the hourly rate times 200. Sick leave will be transferred from one department to another with the employee.

Sick leave may be used when the employee’s presence is reasonably required for the care of dependents during illness or recovery from injury. For this purpose, dependents are defined as spouse, children, domestic partner or immediate family members any of whom normally reside in an employee’s household and who are dependent upon the employee for support and maintenance. A physician’s statement may be required to support the usage of sick leave for dependents.

Sick leave may be granted to a full-time employee for the purpose of caring for a newly adopted well child under the age of 5 years. Exceptions may be considered for children ages 5 and older upon request to the Human Resources administrator designated for such purposes. The leave may be given upon request and approval commencing with formal adoption or receipt of placement papers. Leave time may not exceed six (6) weeks. If both adoptive parents are employed by the University, combined leave time may not exceed six (6) weeks.

Birth fathers and mothers may use up to six (6) weeks of sick leave within the first twelve (12) weeks immediately following the birth of a child. Birth mothers may use more than six (6) weeks of sick leave for time that is required to be off work due to complications arising from the birth of the child that is directly associated with the mother’s health. Time used for care of a newborn child with a serious health condition will be administered under the sick leave policy associated with caring for a dependent.

An employee’s pay can be docked for a voluntary day off if they do not have a leave balance to cover it.

Nine-month employees may earn 9 days of sick leave a year (8.00 hours per month worked, prorated based on job FTE). Annual leave or sick leave for nine month employees may be used only during the regular employment time period they are scheduled to work each fiscal year. Leave is prorated for employees who work less than full-time.

Section 2.b. Sick Leave Bank.
Employees covered by this Agreement shall be allowed to participate in the Sick Leave Bank (“Bank”). Participating employees affected by a “personal emergency,” and who have insufficient leave to cover required work absences, shall be entitled to use the Sick Leave Bank.
A "personal emergency" is defined as an "unusual and catastrophic medical or immediate family medical emergency that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income because of the unavailability of paid leave." Only those items allowable under the sick leave policy stated above are covered by the Sick Leave Bank; maternity leave in connection with an uncomplicated pregnancy is not a "personal emergency." The Bank allows employees to share the risk of severe circumstances by donating to a common pool of leave. Members of the pool are required to enroll in the long-term disability insurance program as a protection against income loss while recovering from a severe medical condition. The long-term disability policy covers total disability after a waiting period of one-hundred and thirty-five (135) consecutive calendar days or one-hundred (100) work days. The maximum a recipient can receive from the Sick Leave Bank is seventy (70) days per "personal emergency" with no more than one withdrawal from the bank per fiscal year or per personal emergency. No more than seventy (70) days can be withdrawn for a particular medical condition. The Bank does not provide for the first thirty (30) days of the "personal emergency"; these are the responsibility of the employee and are covered by the employee's sick and annual leave or leave without pay.

Section 3. Compassionate Leave.
In the event of the death of a member of the immediate family, an employee is allowed a leave, not to be charged against sick or annual leave, of up to three (3) regular working days following the death of the family member without loss of pay to attend the funeral or to handle affairs immediately associated with the death. Immediate family member includes spouse, a domestic partner as defined in Article 33, a child, parent, or legal guardian, a sister or brother, a grandparent, or a grandchild. Such familial relationships created by law are also included (i.e. mother/father in law; half or step siblings).

Section 4. Family and Medical Leave.
The University shall comply with the Family and Medical Leave Act of 1993 (FMLA) as amended and its regulations. Employees approved to take leave for FMLA purposes must use accrued sick leave concurrently with FMLA leave for conditions involving themselves and qualified dependents as defined in the sick leave policy stated above (up to six weeks for parents or adult children with serious health condition who do not meet the definition of dependent in the sick leave policy). Annual leave for purpose of the FMLA may only be taken when available sick leave is exhausted and will be subject to approval or disapproval by the employee's supervisor. If annual leave is denied, leave without pay may be used for FMLA purposes. FMLA leave periods will run concurrently with any accrued paid leave taken.

The FMLA calendar shall be measured using a rolling 12-month period calculated backward from the date leave was last taken under FMLA.

Section 5.a. Jury Leave.
In order for employees to fulfill their civic responsibility as jurors, employees may be granted leave for this purpose. Employees are not required to report for work after
serving eight (8) hours of jury duty during the day. If service is less than eight (8) hours in a day, employees will return to work for the remainder of their 8-hour shift (or may request annual leave). Jury duty is that service and time spent away from a University job as a result of a subpoena or notice issued by court and counts as time worked. Department heads are authorized to grant jury duty leave upon the presentation of a subpoena or notice issued by the appropriate court. The University shall pay bargaining unit employees who serve such duty their normal salary for each regular work day of service, not to exceed eight (8) hours per day. A copy of a written statement furnished the employee by the court indicating the time spent serving jury duty should be furnished to the supervisor. It is the responsibility of the employee to keep the supervisor informed of the anticipated time to be spent away from the job. Employees must use annual leave or leave without pay for jury duty/witness service in a jurisdiction other than that of their primary work locale, with the exception of employees residing in El Paso and working in Las Cruces. Employees may not receive any form of compensation from state courts other than mileage. Employee may receive compensation while serving on federal juries.

Section 5.b. Witness Leave.
Employees covered under this Agreement, as do all citizens, have the right, and on occasion the obligation, to serve as witnesses in a court of law. As such, they are not representatives of the University, but are private citizens. Their conduct in the case of court appearances as private citizens should, however, reflect well on the University. Employees shall be granted annual leave, or placed on leave without pay if ineligible for leave, for time spent testifying as a witness. The employee should provide their immediate supervisor with a copy of the subpoena. Employees who are plaintiffs in any legal action against the University must use annual leave or leave without pay for all time spent in activities related to such action. Employees appearing on behalf of the University or as a representative of the University in any legal action, to include depositions or witness testimony, will not be required to use annual leave or leave without pay for such purposes unless the employee receives a witness fee.

Section 6. Military Leave.
The University shall comply with all federal and state laws, as amended from time to time, governing military leave.

Section 7. Leave Without Pay (LWOP).
LWOP for a period up to ninety (90) calendar days may be requested by an employee and either approved or disapproved by the director/department head. Requests for LWOP in excess of ninety (90) days should be submitted in letter form by the employee to the department head or director. If the department head recommends approval, the letter should be forwarded through the Dean or Vice President to HR Services for consideration by the University administration. Circumstances in individual cases will determine if such leave will be granted. If leave is granted, it should be reported as a change of status. An employee who requests and is granted a leave of absence without pay for a full pay period resulting in insufficient pay to cover the employees cost of the benefit premiums must make arrangements through Benefit Services to pay the employee cost of insurance premiums and make timely payments to University Accounts Receivable as indicated on an
their payment coupons. Employees who do not make premium payments by the last day of the month are subject to having their coverage cancelled. Annual and sick leave do not accrue during LWOP. All days, including legal holidays, in the interim period between the date LWOP commences and the date the employee actually returns to work are taken without pay. Any partial days, taken immediately before or after the official leave without pay period, shall be deducted from leave accrued upon return. An appointing authority may involuntarily place an employee on leave without pay if approved by the Human Resources administrator designated for such purposes. LWOP will not be granted to an employee who has annual leave unless specifically approved by the Human Resources administrator designated for such purposes, except under the Family and Medical Leave Act.

Section 8. Administrative Leave.
The University may, in its discretion, provide paid administrative leave to employees for purposes it deems appropriate.

Section 9. Domestic Abuse Leave
The University shall comply with all federal and state laws, as amended from time to time, governing domestic abuse leave.

Section 9. Absence for Purpose of Course Registration.
The University shall provide paid release time to an employee who is registering for a tuition-free course as a part of the University’s benefits program.

Section 10. Absence for Purpose of On-Campus Interview.
The University shall provide paid release time to an employee who is requested to interview for another University position.

Section 11. Absence for Purpose of Voting.
On election day, employees covered under this Agreement who are registered voters shall be entitled to two (2) hours of paid release time to be absent from employment for the purpose of voting between the time of opening and the time of closing the polls. The appropriate supervisor may specify the hours during this period in which the voter may be absent. This does not apply to employees whose work day begins more than 2 hours subsequent to the time of opening the polls or ends more than 3 hours prior to the time of closing the polls. This policy applies to city, county, state, and national elections.

Section 12. Leave Requests.
Requests for leave in conjunction with this Article will be considered by a supervisor with primary consideration given to the requirements of the job and the demonstrated operational needs of the Employer. Subject to the foregoing, annual leave should generally be granted on a first come-first serve basis. Requests should be made in writing in advance whenever possible. Such requests shall not be unreasonably denied.
Section 13. Leave Records.
The University is required to establish and maintain accurate leave records updated on a pay-period basis and provide regular notification to employees of leave balances.

A. The University shall provide Contract Administration Leave for Union officials and stewards who are employees (hereinafter referred to as "employee officials") covered under this Agreement, consistent with the following provisions. This leave shall be designated as contract administration leave for pay purposes. This leave is designated for such purposes as contract administration and training relevant to contract implementation and compliance.

B. The total amount of contract administration leave granted by the University during a fiscal year may not exceed thirty (30) days.

C. All requests for leave under this section shall be submitted to the Human Resources administrator designated for such purposes in writing, signed by AFSCME Local 2393 and the employee official, at least fifteen (15) working days in advance of the day on which the leave is to begin and shall include:

- A general description of the activity and its purpose;
- The date and location of the activity;
- The name(s) of the employee(s) for whom contract administration leave is being requested.

Where the leave request is for eight (8) hours or less, the minimum notice required is seven (7) working days.

D. Approval of leave under this section shall not be unreasonably withheld, consistent with Section 12 of this Article.

E. If the Union needs to substitute an employee official(s) for those previously granted contract administration leave, or substitute new dates, such requests will be submitted as soon as possible to the Human Resources administrator designated for such purposes for approval. Approval of substitutions or dates shall not be unreasonably withheld, consistent with Section 12 of this Article.

Article 23
Disciplinary Actions

Section 1. Progressive Discipline Definition.
Progressive discipline is defined as the approach used by management for modifying undesirable performance and behavior through the use of a range of disciplinary consequences that are applied depending on the employee's misconduct or performance. Progressive discipline will be used whenever deemed appropriate by the University.
Progressive discipline can range from a documented verbal reprimand or warning; a written reprimand, warning, or notification of unacceptable performance; suspension; demotion; or termination. There are instances when a disciplinary action, including termination, is appropriate without first having imposed a less severe form of discipline.

Section 2. Just Cause.
An employee shall be disciplined only in accordance with this Agreement. Discipline shall in no case be effective until the employee has received written notice of the discipline. The University has the burden of proof in any proceeding under this Article.

Employees may be disciplined only for just cause, which is any conduct or performance that is inconsistent with the employee's obligations to the Employer or that reflects adversely on the University. Just cause includes, but is not limited to, inefficiency, unacceptable performance that continues after the employee has been given a reasonable opportunity to correct it, incompetence, misconduct, negligence, or insubordination. Although impossible to cite an all-inclusive list of actions that constitute just cause, examples may include, but are not limited to:

1. Willful falsification of documents.
2. Threatening, assaulting, or abusive behavior towards a supervisor, student, employee, guest or customer of the university.
3. Sexual harassment of an employee, student, guest or customer of the university on or off campus.
4. Jeopardizing the safety or health of an employee (including one's self), student, guest or customer of the university.
5. Dishonesty or intentional fabrication of events.
7. Willful disregard of reasonable directives or policies or a defiant attitude of noncompliance toward regulations, directives or policies applicable to an employee.
8. Conduct that interferes with the efficient operation of the university.
9. Unwillingness to perform the duties required of a position.
10. Possession or use of alcohol or illicit drugs on University property, reporting to work under their influence, or being under their influence while on the job.
11. Possession of drug paraphernalia or stolen property on University property.
12. Conviction or admission of a felony.
13. Careless, negligent, unauthorized, improper or malicious use of, or theft of, University property, University equipment, or University funds.
14. Failure to report for work or to timely report reason for absence to the department head or immediate supervisor.
15. Excessive tardiness.
16. Excessive absenteeism.
17. Any repetition of offenses that were the subject of previous discipline.
18. Job abandonment.

The University shall impose disciplinary action no later than thirty (30) calendar days
after it acquires knowledge of the employee’s alleged misconduct, unless facts and circumstances exist which require a longer period of time. If additional time is required, then the union shall be notified in writing by the employer prior to the expiration of the 30 calendar days. After taking disciplinary action against an employee, the University may not impose an additional disciplinary action against that employee for the specific incident of misconduct.

The University agrees to administer discipline in a fair and impartial manner consistent with this Article. Similarly situated employees shall be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.

Section 3. Duty of the Employer Prior to Imposing Discipline for Performance or Behavior

Before taking any disciplinary action related to employee performance or behavior, the supervisor, in consultation with HR Services shall;

1. Investigate the alleged misconduct for performance or behavior;
2. Provide due process by meeting with the employee.
   a. Notify the employee that the investigation could result in disciplinary action and allow for representation; and
   b. Reasonable effort shall be made to hold meetings in private;
3. At the conclusion of an investigation, consider any mitigating circumstances;
4. Communicate with Human Resource Services to determine the appropriate disciplinary action, if any, to be imposed; and
5. Provide the employee a written notice of the disciplinary action, if any, to be imposed and outline the employee’s grievance/appeal rights.

Section 4. Disciplinary Actions Permitted.

A. An employee’s supervisor may request action appropriate to the nature and severity of the offense or unacceptable performance and has the following options available. Items #2 - #5 listed below require prior approval from the Human Resources Office.

1. Verbal reprimand or warning: Supervisor prepares a memorandum of record for the department file.
2. Written reprimand, warning, or notification of unacceptable performance: Supervisor prepares a memorandum to the employee, obtains approval from the Human Resources Office, and forwards a copy to the Human Resources Office for inclusion in the employee’s personnel file.
3. Suspension.
4. Demotion.
5. Termination.

B. A supervisor may, after obtaining prior approval of the appropriate dean or vice president and the Human Resources administrator designated for such purposes terminate, demote, or suspend an employee for just cause. All such actions will be
submitted to the Human Resources administrator designated for such purposes for review and approval. Employees will be given at least five (5) working days notification of the proposed action. The supervisor may, with prior approval of the dean or vice president and the Human Resources administrator designated for such purposes, place an employee on administrative leave with pay during the notification period. The written notice of proposed disciplinary action will contain the following:

- The type of action being proposed;
- The specific acts resulting in the proposed action;
- The effective date of the proposed action;
- A summary of the information used in support of the proposed action;
- A statement that the employee may respond to the action and allegations in writing or request a review hearing within two (2) working days of receipt of the notice of proposed action;
- A statement that if the employee does not respond to the proposed notice or request a review hearing, the proposed action will become final and effective on the proposed date; and
- A statement that the Union may appeal final action through arbitration on the employee’s behalf, and that if the Union declines to appeal the final action through arbitration, the employee may file a post-action grievance with the Institutional Equity/ADA or Employee Relations Office within fifteen (15) working days of receipt of the proposed notice (if the employee does not choose to respond to the notice or request a review hearing) or within fifteen (15) working days of receipt of the notice of final determination.

C. Should an employee respond in writing to the proposed notice and not request a review hearing, the supervisor will consider the employee’s response and issue a final determination, after consultation with the Human Resources administrator designated for such purposes. Should an employee request a review hearing, the immediate supervisor (or designee) of the individual issuing the proposed notice, a designated hearing officer and a representative of the Human Resources Office, will meet with the employee no sooner than two (2) working days of the employee’s request. The employee reserves the right to request that the immediate supervisor (or designee) be excused from the hearing. The employee may bring two representatives to the hearing with one serving only as an observer of the process. If the representative is an attorney and not a Union representative, the employee must so inform the human resources representative to allow the University time to arrange for its General Counsel to be present at the hearing. The University reserves the right to have its General Counsel present at any and all disciplinary hearings. A final determination will then be issued by the designated hearing officer. Time limits specified may be changed should requests be made and/or circumstances warrant a revision.

Section 5. Right to Union Representation.
An employee shall have the right to Union representation if requested by the employee, as provided below.

1. In any investigatory interview or discussion with an employee who is the subject of the investigation;
2. At any disciplinary hearing in which the employee is the subject of the disciplinary hearing; and
3. At each step of the Grievance Procedure.

Section 6. Other Procedures.
A. This Article does not preclude the University, an employee and the Union from mutually agreeing to:

1. holding in abeyance a disciplinary action for a period not to exceed six (6) months in order to permit the employee to improve conduct or performance; or

2. imposition of a lesser disciplinary action as a final and binding action.

B. Failure to grieve/appeal - if an employee fails to grieve/appeal in accordance with the procedures provided in this Agreement, the employee is considered to have accepted the decision.

C. Time limits - the parties may agree to waive or extend any time limits as stated in this Article.

D. The Union’s appeal of a suspension, demotion, or termination to arbitration under this Agreement precludes the use of any other University appeals processes that may apply.

E. Resolution of grievance/appeal is encouraged - each party shall make reasonable effort to resolve a(n) grievance/appeal at the lowest level possible.

F. An employee shall not be required to submit to a polygraph test.

G. An employee may elect self-representation in any disciplinary matter consistent with this Article 23 and Article 19 (Grievance and Arbitration Procedure).

Article 24
Layoff and Recall

Section 1. University Layoffs - Non-Contingent on Funding
A. Layoff Notice
In instances where the University deems it necessary or advisable to layoff employees, a written layoff notice shall be provided that includes, at a minimum, the effective date of the layoff and the reason for the layoff (e.g., position eliminated, discontinued or vacated because of a lack of supporting funds, program change, change in departmental organization, etc.). The written notice shall be provided to the affected employees at least sixty (60) calendar days prior to the effective date of the layoff.

Prior to any layoff, employees will be asked to indicate their desires with respect to early
retirement, part-time employment, voluntary resignation, and intra-university transfer. The University shall, to the extent practicable, make a good faith effort to relocate any employee subject to layoff to a suitable vacant position within the University for which that employee is fully qualified. This good faith effort to relocate an employee need not extend beyond the effective date of the layoff.

B. Order of Layoff.
The Employer shall determine in which classifications layoffs will occur. Layoffs of employees within affected classifications shall occur in the following order:

1. Temporary employees; then
2. Probationary employees; then
3. Regular employees in order of classification seniority, with the lowest seniority being laid off first.

C. Recall/Reinstatement.
An employee who is laid off may be recalled within six (6) months from the effective date of layoff provided the employee meets the minimum qualifications of the offered position. Employees shall be recalled in reverse order of layoff.

1. Notice of recall from a layoff shall be sent to the employee’s last known address, by certified mail, return receipt requested.
2. The recalled employee shall have up to ten (10) work days following receipt of the recall notice to provide written notification to the University of his/her intention to return to work.
3. The recalled employee shall have up to fourteen (14) work days following receipt of the recall notice to physically return to work.
4. The transfer or recall of employees to other positions may result in a different rate of pay, pay level, and job title. Specific plans for any area which is separating employees will be prepared prior to the layoff, approved by Human Resources and the Provost.
5. If the employee fails to timely respond to a recall notice, fails to timely return to work, or otherwise rejects the first employment opportunity offered, employment shall terminate and all recall rights cease.

D. For a period of up to six (6) months from the effective date of the layoff the employee will be eligible for priority recall/reinstatement in the classification of layoff, any lower level classification in that job series or any classification for which the employee has completed an original probationary period at the University and meets the minimum qualifications of the classification specification.

E. Under no circumstances shall the University hire new employees into laid off classification titles, until such time the recall list is exhausted or has expired after six (6) months. For consideration of priority recall/reinstatement the employee must submit a
completed NMSU application to include all University positions successfully held by the employee as soon as notified of the layoff but no later than fifteen (15) calendar days after the effective date of the layoff. Based upon classification seniority, employee applications will be submitted by HR Services directly to the hiring department for an interview and consideration for priority recall/reinstatement. If the department should reject the employee, the hiring department must provide a letter of justification to the Director of Human Resources, indicating why the employee would be unable to perform the essential functions of the classification title.

Section 2. University Layoffs – Contingent on Funding
A. Employment Notice at Time of Hire or Transfer
Employees hired into positions contingent on funding will be provided with a clearly written notification at the time of hire or transfer indicating that the continuation of their employment is contingent on adequate funding. Additionally, at the time of posting, departments will be required to clearly state on the job advertisement when a position is contingent on funding.

B. Layoff Approval and Notice.
Specific plans for any area which is separating employees will be prepared prior to the layoff, approved by the Director of Human Resources and by the Executive Vice President and Provost. Such plan will clearly identify the classifications that will be eliminated/reduced and the criteria used to determine the selection and order of the layoffs.

If it is necessary to layoff employees, a written layoff notice shall be provided that includes, at a minimum, the effective date of the layoff and the reason for the layoff (e.g., position eliminated, discontinued or vacated because of a decrease or lack of supporting funds, program change, change in departmental organization, etc.). The written notice shall be provided to the affected employees at least sixty (60) calendar days prior to the effective date of the layoff.

C. Priority Interview Assistance:
For the duration of the notice period up-to the effective date of the layoff, the employee will be eligible for interview assistance in the classification of layoff or any classification for which the employee meets the minimum qualifications of the classification specification.

For priority interview assistance, the employee must submit a completed NMSU application as soon as notified of the layoff but no later than fifteen (15) calendar days prior to the effective date of the layoff. Employees will be responsible for monitoring vacancies and for requesting a priority interview from HR Services. Applications for employees that meet the minimum qualifications for a posted vacancy will be submitted directly to the department by HR Services for an interview.
Section 3. Tuition Remission.
Laid off employees who are receiving tuition remission at the time of layoff may complete the semester, or summer session, in which the lay-off occurs.

Section 4. Alternative Employment Assistance.
A. For the first ninety (90) days following the date of notice of layoff, the Department of Human Resources or designee will be available by appointment to assist employees laid off with the following:
   - Developing a resume
   - Composing a cover letter
   - Interviewing skills
   - Conducting a job search
   - Employment agency contacts
   - Recommended resources

B. For the first ninety (90) days following the date of notice of layoff, laid off employees may use designated University equipment for purposes of developing a resume and conducting job searches. Employees availing themselves of these services agree to comply with all University rules and regulations.

Article 25
Classification and Reclassifications

Section 1. Purpose.
The provisions of this Article apply to the creation of new non-exempt positions classifications or the reclassification of existing non-exempt positions due to changes in the duties or responsibilities. A salary adjustment may be warranted following position reclassification.

Section 2. Reclassification Requests.
If an employee or a supervisor/department head has initiated a reclassification review, the Human Resources Office shall notify the Union of its receipt of the request providing Union officials the opportunity to review and comment in writing on the reclassification within ten (10) working days.

Section 3. Human Resources Response.
Within ten (10) working days after the result of the reclassification review, the Human Resources Office shall notify the Union of the results of the reclassification review.

Section 4. Classification Re-titled.
Changes in classifications may occur based on changes/updates in laws (i.e. Fair Labor Standards Act), significant changes in duties and responsibilities, changes in procedures, new initiatives and technology. A classification may only be re-titled whereby it is removed from this bargaining unit when a classification is determined to be exempt in compliance with
FLSA. Human Resources Office shall notify the Union within ten (10) working days after a classification exemption status is changed for positions in the bargaining unit.

Article 26
Personnel Records

Section 1. Maintenance of Records.
The Employer shall maintain all records concerning an employee under secure conditions. Records may be maintained by supervisors at the departmental level. In addition, the Employer shall maintain one official set of records concerning an employee [hereinafter referred to as “Personnel Record”]. The Personnel Record shall be maintained by the Human Resources Office. The Personnel Record may contain “confidential” documents, as defined in this Article. An employee shall have a right of access to any document filed in their official Personnel Record after such document is filed. The University shall offer to each employee an opportunity to respond in writing to any matter contained in their Personnel Record at the time the document is filed, and in the event an employee elects to respond, such response(s) shall be included in the employee’s Personnel Record.

Section 2. Confidentiality of Records.
The following documents shall be regarded as confidential: any documents pertaining to an employee’s physical and/or mental examinations and/or medical treatment; any documents maintained for purposes of the Americans with Disabilities Act; letters of reference concerning employment, licensing, or permits; any documents containing statements of opinion about an employee; documents concerning alleged or proven infractions and disciplinary actions; performance appraisals and/or evaluations whether formal or not; opinions as to whether an employee should be re-employed; college transcripts; military discharge, if other than honorable; information on the race, color, religion, national origin, ancestry, political affiliation, sexual orientation, or disability of an employee; and laboratory reports or test results concerning an employee.

Confidential documents are not subject to inspection by the general public without written permission of the employee whom they concern or pursuant to a lawful subpoena or as otherwise provided by law. The Employer will make such documents available to the Union, with the prior written consent of the employee, if necessary for and relevant to a grievance pursuant to the grievance and arbitration provisions hereof as determined by an arbitrator selected under the provisions of this Agreement, but only upon agreement of the Union to maintain the confidentiality of such material to the greatest extent possible while pursuing the grievance. The Employer shall not provide references or disclose any information from confidential documents or the documents themselves, by any means of communication, to any person or organization, except with the prior written consent of the employee to whom the employment reference and document disclosure pertains.

Section 3. Limitations on the Content of Records.
A. The Employer shall not maintain in an employee’s Personnel Record any documents
critical of any employee that have not resulted in discipline when investigation of any such materials is not on-going or has ceased. Nothing contained herein shall require the removal of an employee’s formal performance evaluations, so long as the employee has had the opportunity to grieve and/or submit rebuttal statements or documents if he or she has disagreed with any part of an evaluation.

B. Confidential and other documents may be removed from an employee’s Personnel Record as part of a grievance settlement agreement or arbitration award. When documents are removed from an employee’s Personnel Record pursuant to this Article, they shall not be considered in connection with any future personnel action involving the affected employee.

C. The Employer shall allow an employee to inspect his or her Personnel Record. Upon request, an employee will be provided with copies of any documents in his or her Personnel Record, within a reasonable period following the request. The documents will be provided at the Employer’s expense if the employee is facing disciplinary action. The employee shall pay for the cost for copying if the employee is not facing disciplinary action.

Section 4. Use of Disciplinary Records.
After thirty-six (36) months without any further disciplinary action, the record of any prior disciplinary action relating to performance issues or attendance issues (but not other conduct issues) shall not be used to support further disciplinary action.

Article 27
Tuition Remission

Section 1. Purpose.
The University encourages all regular employees to engage in life-long learning to enhance their careers by taking advantage of the programs below:

Section 2. Tuition Remission Program.
With appropriate administrative approval from current employer/supervisor, which shall not be unreasonably withheld, employees are entitled to take course(s) at the University’s Las Cruces and Community College campuses totaling no more than six (6) credits (supported by regular I&G funding) each fall and six (6) credit hours each spring semesters without a charge of tuition or the general fees included in the tuition rate. No more than a total of eight (8) credit hours may be taken at the University’s Las Cruces and Community College campuses during the summer sessions. This does not include challenged or nontraditional courses for which the University does not receive formula funding, nor any reciprocal agreements the University might have with other higher education institutions. The legal spouse or domestic partner of the eligible employee may also take the tuition-free courses. The tuition-free courses taken by the employee and spouse/domestic partner must not exceed six (6) credit hours for the fall and spring semesters, and must not exceed eight (8) credit hours for the summer session(s). This
benefit is not transferable to another University employee who is eligible for a free course. Employees who take a course during working hours may be required to make up the time spent away from the work station (or take annual leave) unless enrollment is a requirement for continued employment. All courses may be subject to federal and state tax withholdings. Regular staff and their spouses/domestic partners who enroll full-time will be subject to the full-time tuition rate unless the free credit hours reduces their full-time hours below the full-time tuition rate. Other fees not included in the tuition rate (e.g., fees particular to a given course, late registration fees, graduation fees, thesis fees, etc.) are not included in the waiver. Registration follows the same procedures governing all students.

Section 3. Dependent Children Reduced Tuition Program.
A. This program includes a 50% discount on tuition and the general fees included in the tuition rate for both full-time or part-time students of regular employees. Other fees not included in the tuition rate (e.g., fees particular to a given course, late registration fees, graduation fees, thesis fees, etc.) are not included in the discount. Legally dependent biological children, adopted children, and stepchildren who are unmarried and under age 25 of regular employees and of official University retirees are eligible to participate. Students must be enrolled in undergraduate courses (eligible for undergraduate tuition) on the Las Cruces campus or any one of the Community College campuses. A student enrolled in more than eighteen (18) credit hours will be charged the normal overload rate for any credits over eighteen (18).

B. In order to enroll in the program, an employee must complete the request for tuition waiver by the established deadlines. Courses eligible for a grade will be included in this program; audited courses and challenged credits will be excluded. The student’s status and the employee’s employment status on the University census date (third Friday of the semester or last day to add or register for summer session courses) will determine participation eligibility. Except as otherwise may be provided by Article 24 of this Agreement, if the employee’s employment status changes from regular employment (by termination or conversion to temporary employment) before the census date, the student will no longer be eligible and the charges will be recalculated. The Financial Aid Office will be informed of a student’s participation in this program. A reduction of the student’s financial aid package may result from the reduced tuition. Dependent children receiving the New Mexico Lottery Scholarship are not eligible for this benefit.

Article 28
Health and Safety

Section 1. General Duty.
The University agrees to maintain at all times a safe and healthy work place consistent with applicable laws and regulations. Employees agree to report any unsafe or unhealthy working conditions immediately to supervisors.
Section 2. Duties of the Labor-Management Committee.
As a way to promote and maintain safe and healthful working conditions in the workplace, the University and the Union agree that the Labor Management Committee will address these issues as needed. Safety-related issues shall have agenda priority at each meeting of the Labor Management Committee.

Section 3. Personal Protective Clothing and Equipment.
The University shall select and provide protective clothing and/or equipment where such is necessary or where required by applicable laws and regulations. The University shall also select and provide safety glasses for employees working in job classifications where safety glasses are required. The University shall provide reimbursement for employees' prescription safety glasses damaged in the course of the employee's regular duties through no fault of the employee. Where an employee's duties necessitate the wearing of safety shoes, the University shall select and provide safety shoes, at no cost to the employee. As shoes become damaged through normal wear and tear, the employee shall be eligible for replacement shoes.

Section 4.a. Health and Safety Training.
The University shall be responsible for ensuring that employees receive training in order to carry out the day-to-day functions of their job requirements safely.

Section 4.b. Cardiopulmonary Resuscitation (CPR) Training.
The University shall offer CPR training provided by a certified trainer at no cost to employees. Employees shall be entitled to attend training on paid work time provided they have received supervisory approval.

Section 4.c. Asbestos Training.
Any employee required to work with or around asbestos shall be provided the proper training and personal protective equipment.

Section 5. Hepatitis B.
Employees who have potential exposure to blood and other body fluids as part of their required job duties shall be offered Hepatitis B vaccination(s) at the University's expense.

Section 6. Asbestos.
When an asbestos hazard is discovered, all affected employees shall be immediately notified of the existence and location of the hazard and the University shall take precautionary measures to protect the employees from exposure. The University shall conduct ongoing inspections to detect the presence of an asbestos hazard or any other health hazard and shall provide updates to the Union.

Section 7. Indoor Air Quality.
The University will ensure non-hazardous air quality in all buildings, offices and spaces where employees work. When conditions in any office, building, or work area reach a hazardous level as determined by the appropriate responsible authority, the University
shall immediately take action to ensure that employees are provided with non-hazardous air quality at no lost compensation to employees.

**Section 8. Physical Exams.**
When the health of an employee is adversely affected by exposure to potentially harmful physical agents, toxic materials, or infectious agents in the course of their employment, the University agrees to pay for any physical examinations and other necessary tests, as determined by a medical provider designated and/or approved by the University, that are administered for diagnostic purposes. The University shall, at an employee’s request, provide an annual hearing test at no cost to those employees who are regularly exposed to working conditions that include noise levels in excess of OSHA toleration levels as prescribed in the regulations of the New Mexico Occupational Safety and Health Bureau (NMOSHB). Upon request, animal handlers shall be given an annual screening for job-related exposures by a medical provider designated and/or approved by the University, at no cost.

**Section 9. Reports by Governmental Agencies.**
A bargaining unit employee of the Labor Management Committee shall be entitled to accompany officials of any government agency conducting a safety-related investigation on the premises of the University, provided that the presence of the committee member does not interfere with the investigation. The University will make reasonable effort to provide the Union with timely notification of unscheduled investigations. A copy of any investigation report that the University receives from any government agency regarding a safety issue shall be furnished to the Union upon request.

**Section 10. No Retaliation.**
No retaliation or disciplinary action shall be taken against an employee for exercising rights under the terms of this article or under the laws and regulations established by any governmental agency regarding Health and Safety in the workplace and Occupational Hazards.

**Article 29**
**Training**

**Section 1. Employer Responsibility.**
A. The University recognizes its responsibility to provide relevant job training for employees to improve their proficiency in carrying out job duties. The Union may submit written recommendations concerning training needs and the same shall be a topic of discussion between the University and the Union.

B. All training shall be conducted, to the greatest practicable extent, during regular business hours. If a supervisor must choose between multiple employees within the same classification for job training, classification seniority shall be the determining factor used if all other relevant circumstances are relatively equal. The University, at no cost to the employee, shall provide all training materials. All time spent in training sessions shall be
considered work time.

C. In the event an employee’s duties require completion of periodic Continuing Educational Units (CEU’s), all time spent in required CEU courses shall be considered work time. The costs of required CEU courses shall be borne by the University.

D. The cost of licensing or certification, or renewals of licensing or certification, required to perform job duties shall be borne by the University.

Section 2. New Technology.
A. The Employer will provide adequate training so that employees can learn to use new technology where the Employer requires the use of such new technology.

B. The Employer shall not require that promotions or appointment of employees be conditioned upon satisfactory completion of a technology-training program unless the training and competency standards are requirements of the position.

Article 30
Labor Management Committee

Section 1. Purpose.
A. To help promote a mutually constructive and cooperative relationship, the parties agree to establish a joint Labor Management Committee [hereinafter referred to as the “Committee”] with the Union, which shall be a standing committee for the duration of this Agreement. The Committee shall have the following specific objectives:

1. Foster communication between the parties;
2. Serve as a forum to discuss issues of mutual concern;
3. Work to build consensus for joint problem solving and planning where the parties recognize it is best to have a shared position;
4. Inform and educate the University community about the concept and benefits of labor management partnership;
5. Communicate and share the activities of the Committee with the University community; and
6. Make recommendations to the appropriate University bodies and monitor the progress of such actions.

Section 2. Authority.
A. The Committee will have no authority to modify the terms of this Agreement. Disputes over alleged violations of this Agreement must be pursued through the Grievance and Arbitration provision of this Agreement.

B. When the Committee reaches a recommendation, the recommendation shall be forwarded to the appropriate administrative level with advice that the appropriate administrative designee(s) consider it for implementation. No such recommendation
shall be considered or treated as constituting a binding agreement between the parties.

Section 3. Composition of the Committee.
The Union and the University shall each be permitted four (4) representatives on the Committee. Additionally, the Union and the University shall each be permitted two (2) alternate representatives to attend when representatives from the committee are unable to attend. The Union and the University will each designate one member to serve as co-chair. The co-chairs, along with other Committee Members, will carry out all functions of the Committee, plan the agenda and arrange meeting dates and times.

Section 4. Meetings.
The Committee shall meet at least every other month or as the Committee members mutually agree. Members may attend meetings that are held during regular business hours on paid time provided they have received supervisory approval. Such supervisory approval shall not be unreasonably withheld. Committee meetings will usually be held on University property unless the Committee agrees to other accommodations at no expense to the University.

Section 5. Activities.
Among other activities that Committee members may mutually agree to pursue, Committee members will pursue the following:

1. A recommended plan for training supervisors and stewards on this Agreement.
2. A recommended plan for the Union’s consultation in the planning and budgeting process of the University comparable to opportunities for consultation available to other employee groups.
3. Any other activity the Committee deems warranted.

Article 31
Uniforms and Equipment

Section 1. Uniformed Job Classifications.
For each uniformed job classification, the University shall continue to provide and launder uniforms consistent with the practice in effect upon the effective date of this Agreement, provided no such employee shall be offered fewer than five (5) sets.

Section 2. Replacement of Uniforms.
As uniforms become damaged through normal wear and tear and no fault of the employee, the University shall provide replacement uniforms. Employees will turn in their damaged uniforms and/or personal protective equipment prior to the manager/supervisor ordering replacements. Replacement uniforms shall be in new condition and fit properly. All issued uniforms will be returned to the appropriate manager/supervisor by the employee upon separation from the University or during leave without pay for periods of two-weeks or more.
Section 3. Tools.
The University shall continue to provide, at no cost to employees, the proper tools for employees to safely complete their required tasks.

Article 32
Physical Examinations

Whenever the Employer requires a physical examination from a physician selected or approved by the Employer, and where applicable law allows such an examination, the Employer will pay the cost of such examination. The Employer shall also pay any costs to employees required to undergo physical examinations in connection with Commercial Drivers licensing. Whenever possible, examinations shall be scheduled during the employee’s workday and the time spent to complete the examination shall be considered work time.

Article 33
Domestic Partners

Section 1. Policy.
New Mexico State University is committed to providing equal employment and educational opportunities to all individuals. All university employees that have a domestic partner as defined below shall be provided services and benefits on the same basis provided to legal spouses except where expressly prohibited by law.

Section 2. Definition.
The University defines domestic partners as two individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment to the same degree and in the same manner as prescribed under law for married persons, in which the partners agree to be financially responsible for each other’s welfare and share financial obligations.

Section 3. Qualifications.
A. To be recognized as domestic partners by New Mexico State University, both individuals must meet all the following criteria, sign an NMSU Affidavit of Domestic Partnership form and submit the necessary documentation to Benefit Services.

1. Partners cannot be married concurrently to other persons outside the domestic partnership.
2. Domestic partners must have been in a mutually exclusive relationship for the 12 months prior to the request for domestic partner benefits, intending to do so indefinitely and must share the same primary residence.
3. Domestic partners must meet the age requirements for marriage in New Mexico and be mentally competent to consent to contract.
4. Domestic partners must not be related by blood to the degree prohibited in a legal marriage in the State of New Mexico.
5. Domestic partners must be jointly responsible for the common welfare of each other and share financial obligations.

B. To establish domestic partnership for benefits purposes, supporting documentation must be provided to the Benefit Services.

1. Domestic partners must provide a signed and notarized NMSU Affidavit of Domestic Partnership form and one of the following:
   a. A presently valid legal or religious marriage certificate, which includes date of marriage, issued by a state in which the marriage is recognized,
   b. A presently valid state-issued certificate, declaration or registration of civil union or common law union.

OR

2. An NMSU Affidavit of Domestic Partnership form signed to that effect and proof of three (3) of the following must be submitted to Benefit Services:
   a. A joint mortgage or lease
   b. Joint ownership of a motor vehicle
   c. Joint bank account
   d. Joint credit account
e. Domestic partner named as beneficiary of the other’s retirement benefits
f. Domestic partner named as beneficiary of the other’s life insurance
g. Domestic partner named as primary beneficiary in the other’s will
h. Domestic partner assigned durable property or health care power of attorney
i. Household expenses list both partners as responsible parties

C. The university may require proof that those applying for status of domestic partnership meet the above requirements. Providing false information may result in disciplinary action, dismissal and reimbursement of costs involved in providing benefit coverage.

Section 4. Termination of Domestic Partnership.
Individuals granted domestic partnership status must report any change in status that terminates the relationship to the Human Resources Office, within thirty-one (31) calendar days, by completing a Termination of Domestic Partnership form. Once a domestic partnership has been terminated, the employee must meet the criteria to establish a new domestic partnership again, even if the domestic partnership is with the same person previously submitted.

Section 5. Qualifying as a Dependent of Domestic Partner.
The child of a domestic partnership qualifies as an eligible dependent:
- if either of the domestic partners is the biological parent of the child
- if either or both partners are adoptive parents of the child
- if the child has been placed in the domestic partner’s household as part of an
adoptive placement

Section 6. Services and Benefits.
Domestic partners and their dependents, as defined in Sections 2 and 5 above, shall be granted all and the same services and benefits as those provided to legal spouses and their dependents, except where expressly prohibited by law. All university policies that affect employees, legal spouses and their families also apply to employees, domestic partners and their families.

Section 7. Taxability.
The value of tuition and insurance benefits provided to the domestic partner is considered taxable income to the employee by the Internal Revenue Service and is subject to social security and federal and state income tax withholding.

Article 34
Parking
The University shall continue to maintain parking areas designated for free use. Parking permit fees shall not increase more than seven dollars and fifty-cents ($7.50) annually.

Article 35
Miscellaneous

Section 1. Release Time for Campus-Sponsored Committees.
Employees who are members of committees that are established and sanctioned by the University, or who are permitted by such committees to be in attendance, shall be entitled to attend committee meetings that are held during regular business hours on paid time provided they have received supervisory approval.

Section 2. Access to Campus Facilities.
Bargaining unit employees and their dependents have access to and use of all appropriate campus facilities, including but not limited to all health and fitness facilities, sports complex, dining facilities, the library, and computer facilities that are otherwise open to all employees and their dependents under the same terms.

Article 36
Savings Clause
If any provision of this agreement or any application of this agreement to any employee or group of employees is rendered invalid by operation of legislative or regulatory enactment or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In the event a provision is thus rendered invalid, upon written
request of either party, the Employer and the Union shall meet within a reasonable amount of time and attempt to negotiate a substitute for the invalid provision.

Article 37
Duration

Section 1. Term of Agreement.
This Agreement shall become effective when all conditions precedent to its effectiveness have been met. This Agreement expires at 11:59 p.m. June 30, 2016.

Section 2. Renewal.
Should either party desire to negotiate a successor agreement, they may only do so by providing written notification of its intent to do so to the other party no earlier than to one-hundred and twenty (120) days nor later than sixty (60) days prior to the expiration of this Agreement. After notification is provided, the parties shall then commence negotiations for a successor agreement, at dates and times agreed to by the parties.

Article 38
Management Rights

Section 1. Except to the extent specifically modified or limited by this Agreement or by applicable statutory or regulatory provisions, the sole and exclusive rights of management shall include the following:
1. direct the work of, hire, promote, assign, evaluate, and transfer employees; and
demote, suspend, dismiss, or otherwise discipline employees for just cause;
2. determine qualifications for employment and the nature and content of personnel examinations;
3. take actions as may be necessary to carry out the mission of the University in emergencies;
4. determine the size and composition of the work force and rates of pay;
5. formulate financial and accounting procedures;
6. make technological or service improvements and change production methods;
7. relieve an employee from duties because of lack of work or other legitimate reason;
8. determine methods, means, and personnel by which the Employer's operations are to be conducted;
9. determine the location and operation of its organization;
10. provide reasonable rules and regulations governing the conduct of employees;
11. provide reasonable standards and rules for employees' safety;
12. schedule hours, overtime, and shifts; and
13. subcontract work.

Section 2. Prior to implementing any change in existing terms or conditions of employment relating to items 9, 10 or 11 of Section 1 above, the Employer shall provide
the Union with reasonable notice under the circumstances of such contemplated action
and, if requested to do so, shall bargain with the Union in good faith to impasse prior to
implementing such changes.

Article 39
Waiver

In addition to changes initiated pursuant to its Management Rights (Article 38 of this
Agreement), the Employer reserves the right to propose other reasonable changes in the
terms and conditions of employment of employees to meet legitimate public service and
operating needs, and such changes are subject to negotiation in accordance with the
NMSU Labor Relations Resolution or any other expedited impasse resolution procedures
mutually agreed upon by the parties at the time of such negotiations.

Article 40
Background Reviews

Section 1. Purposes — the purposes of this article are:
A. To promote a safe and secure environment at all NMSU entities;
B. To safeguard assets and resources of the University; and
C. To ensure that NMSU employees are eligible for NMSU service.

Section 2: Permitted Reviews.
When a department initiates any action requiring a background review, the hiring
department will coordinate with Human Resources to determine the type(s) of
background review(s) to be conducted.
Background reviews, depending upon the position, may include:
- Consumer credit reports
- Credential verification (includes but is not limited to, academic degrees
certification and professional licenses.)
- Criminal history (includes search for felony and misdemeanor charges on Federal,
State and Local)
- Drug and Alcohol Screen
- Employment and Past Performance references
- Identity and Social Security Number traces
- Motor vehicle driving history
- Any additional reviews as required by law, regulation, or contract

All job postings must contain notice and a list of background reviews that will be
performed on the finalist.
Section 3. Voluntary Disclosure of Criminal Convictions

Non-exempt employees shall disclose to the university criminal convictions which may impact the work they do. HR Services will determine upon disclosure, whether or not a conviction will be incompatible with the individual's employment (see Section 6 B below).

A. Current Non-exempt Employees: All current regular non-exempt employees must notify their supervisor in writing, within five (5) business days, unless extenuating circumstances exist, of any conviction, including guilty or no contest plea, for a crime conviction that occurred subsequent to their hire date.

B. Failure to Report: Failure to report a criminal conviction is a violation of this article and may lead to a denial of eligibility for employment or to disciplinary action up to and including termination of employment.

C. Supervisor Responsibilities: Upon receipt of a report, a supervisor who is informed by an employee about a criminal conviction shall notify the cognizant administrator who shall notify HR Services. After consultation with HR Services and after review of the background check, administrative action may be required, including but not limited to job transfer, termination or withdrawal of offer. If the employee is involved in sponsored activities, the granting or contracting agency shall also be notified by the appropriate administrator within ten (10) calendar days from receipt of notice.

Section 4. Background Check Process/Consequences for Adverse Findings

HR Services is authorized to issue and post at their departmental website additional operational procedures to facilitate and/or clarify the background check process.

A. Background Check Authorization: A completed Background Check Release is required by the selected candidate for employment or candidate for internal promotion before any background check can be conducted. A refusal to provide the requested authorization will be grounds to disqualify the prospective candidate.

B. Adverse Findings: Adverse information acquired relating to any background check areas may disqualify a candidate, depending upon the duties of the job. An adverse finding shall not automatically disqualify a candidate. If the background review reports produce any information that might be considered as a cause for an adverse employment action, Human Resources will work with the hiring department, appropriate Dean/VP and Office of General Counsel to evaluate the value of the information against the total past employment record and future employment
potential. These parties will assess the relevance of the information to job duties, the date of the offense(s), the nature of the offense(s), and the accuracy of the information the individual provided on the employment application. If consensus cannot be reached, the Executive VP/Provost (or designee) will make the final decision.

C. Non-Adverse Information Discovery - If background review reports are non-adverse, the Human Resources Department will notify the hiring department that the offer may be finalized or, if the individual is currently working, that the background check has been successfully completed and the hiring process is finalized.

D. Notice of Disqualification: If the information is deemed relevant and prompts the University to consider taking adverse employment action (i.e. denying employment, reassignment, or termination), the Human Resources Department, in compliance with Fair Credit Reporting Act (FCRA), is required to forward a Pre-Adverse Action Notice to the applicant that includes a copy of the individual's background report and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act." The Pre-Adverse Action Notice will provide the candidate an opportunity to challenge the information provided in the report and take steps to correct inaccuracies or provide explanation. A final employment decision will not be made by the hiring department until all information is gathered and considered, or at such time as the applicant fails to respond as required. A minimum of five days for an applicant to refute, explain or correct the information is required.

E. Confidentiality and Records Retention: Background check information/findings are confidential and will be released only under condition consistent with applicable law. HR Services will manage and retain background check information in compliance with applicable State and Federal laws.

F. Article Compliance: An employee shall not be disciplined or suffer any loss of benefit as a result of information uncovered during an investigation that does not comply with this Article. Nothing in this Article shall preclude the Employer from conducting reviews to ensure employees maintain the licenses, certifications, credentials, etc. required for their job duties.

Section 5. Consequence for Misrepresentation
Any material misrepresentation, including by omission, on a document required to be completed by NMSU relating to employment, may be grounds for rejection of the application for employment and/or for additional disciplinary action up to and including involuntary termination of employment and ineligibility for future rehire or service.
SIGNATURE PAGE

FOR THE UNION

Yvonne Mendoza, AFSCME President
Joel Villarreal, AFSCME Council 18

FOR THE UNIVERSITY

Dr. Garrey Carruthers, NMSU President
Michael Cheney, Chair Board of Regent
<p>| Admin Asst | Drafting Tech |
| Admin Asst/Assoc | Educational Asst |
| Admin Asst, General | Educational Programs Facilitator |
| Admin Asst, Int/Int/ | Educational Resources Coord |
| Ag Commodity Grader, Asst | EH&amp;ES Program Tech |
| Ag Commodity Grader, Int/Int/ | Electrician |
| Ag Commodity Grader, Sr | Electrician, Id |
| Airframe &amp; Powerplant Mechanic | Electrician, Master |
| Announcer | Electronics Tech, Asst |
| APO Site Supervisor | Electronics Tech, Sr |
| Art Gallery Asst | Elevator Mechanic |
| Asst Asst, Equipment Manager | Emergency Dispatcher |
| Asst Coord, Marketing - Sales | Equipment Mechanic |
| Asst Mgr, Mainzrtorium | Equipment Mechanic, Sr |
| Asst Mgr, Restaurant/ Snack | Expeditor |
| Asst Supv, Automotive Shop | Facilities Tech |
| Asst Writer | Facilities Tech, Sr |
| Battery Worker | Facility Set-Up Coord |
| Broadcast Specialist, Asst | Facility Set-Up Tech |
| Broadcast Specialist, Int/Int/ | Family Outreach Worker |
| Broadcast Specialist, Sr | Fiber Optics Tech |
| Broadcast Tech | Financial Aid Specialist |
| Broadcast Tech Sys/ Transm | Fiscal Asst, Asst |
| Broadcast Traffic Coor | Fiscal Asst, Inter |
| Bus Driver | Fiscal Asst, Sr |
| Carpenter | Food Service Worker |
| Carpenter, Sr | Gas Tech |
| Cashier | Golf Attendant |
| Cashier, Department | Golf Pro Shop, Asst |
| Cashier, Jr. | Groundskeeper |
| CC Lab Tech, Instruction | Groundskeeper, Jr |
| Classroom/Media Tech | Groundskeeper, Sr |
| Computer Operator, Asst | Hazardous Materials Tech |
| Computer Operator, Int/Int/ | Head Cook |
| Computer Operator, Sr | Heavy Equipment Operator |
| Consumer Safety Officer | Help Desk Representative, Asst |
| Costume Shop Foreman | Help Desk Representative, Inter |
| Custodial Worker | Help Desk Representative, Sr |
| Custodial Worker, Jr | HR Representative, Unit |
| Custodial Worker, Sr | HVAC Mechanic |
| Customer Service Asst | HVAC Mechanic, Jr |
| Data Entry Operator | HVAC Tech |
| Data Entry Operator, Jr | Inventory Control Clerk |
| Data Entry Operator, Sr | Lab Asst |</p>
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<td>Security Guard</td>
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<td>Sign Language Interpreter</td>
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<td>Steamfitter</td>
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<td>Supv, Custodian</td>
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<td>Supv, Enterprise Computer Ops</td>
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<td>Supv, Farm Ranch</td>
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<td>Supv, Mail Services</td>
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<td>Nutrition Educator</td>
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<td>TV Producer, Techn</td>
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<td>Promotion &amp; Advt Specialist</td>
<td>Utilities Plant Tech</td>
</tr>
<tr>
<td>Quality Assurance Tech</td>
<td>Utility Locator</td>
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<td>Vet Lab Specialist, Asst</td>
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<td>Welder</td>
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<td>Radiology Tech</td>
<td>Welder, Sr</td>
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<td>Recycling Tech</td>
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</table>
yes! I support the vision for better jobs for AFSCME Local

I authorize AFSCME Council 18 as my exclusive collective bargaining representative, and I accept membership in AFSCME Council 18. I understand that as a member I will pay union dues. I authorize my employer to deduct union dues from my pay and transmit them to the union. The amount of the dues deduction shall be the amounts approved by the membership as set forth in the AFSCME Constitution and approved by my employer for this purpose.

SIGNATURE
NAME PRINT ____________________________
HOME ADDRESS _________________________________
CITY ___________________ STATE ___ ZIP ________
WORK PHONE ___________________ HOME PHONE ____________
WORK EMAIL ___________________ HOME EMAIL ________________
DEPARTMENT ___________________ BUILDING ____________
FOR TITLE ___________________ BANNER ID P ______________

DATE ____________________________

NOMINADO A AFSCME, Council el Consejo de negociación es exclusiva de negociación, y acepto ser miembro en AFSCME Council 18. Entiendo que como miembro pago las cuotas de la, y autorizo a mi empleador a debitar las cuotas de mis cuotas y transmitirlas a la unión. El Consejo de AFSCME se reserva el derecho de someterme a una revisión de la Constitución de AFSCME y de reglamento por razones que la unión para mi beneficio.

FIRMA ____________________________
NOMBRE IMPRESO ____________________________ DIRECCIÓN DE LA CASA ____________________________
CIUDAD ___________________ ESTADO ___________ CÓDIGO POSTAL ___________
TELEFONO DEL TRABAJO ___________________ TELEFONO DE LA CASA ____________________________
CORREO ELECTRÓNICO PERSONAL ____________________________
DEPARTAMENTO ___________________ EDIFICIO __________________
PUESTO DE TRABAJO ___________________ BANNER ID P ____________

FECHA ____________________________
Authorization for Voluntary Payroll Deduction National PEOPLE Committees

I hereby authorize my employer and association, to enter each pay period the
amount specified in Box #1, as a voluntary contribution to be paid to the
storefront committee, APSCUE, A.F.C.O. P.O. Box 551364, Washington, D.C.
20035-5364, in the amount according to box #1.

I waive any right to appeal or contest the amount deducted from my pay.

If any of the above information changes, I will promptly inform my employer.

I understand that I may revoke this authorization at any time by giving
written notice.

Local

Name

Address

City

State

Zip Code

Social Security #

Occupation

Employee

Home Phone

Business Phone

Email Address

Signature

Date

PLEASE PRINT LEGIBLY.
# OFFICIAL GRIEVANCE FORM

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<th>AGGRIEVED EMPLOYEE: (attach sheets if multiple employers):</th>
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| Employee Name:                                          | Job Title:  
| Department:                                             | Immediate Supervisor:  

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<th>UNION REPRESENTATIVE:</th>
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| Representative Name:                                    | Title:  
| Department:                                             | Telephone:  

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<th>STATEMENT OF GRIEVANCE:</th>
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<td>Description of alleged violation(s):</td>
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| Grievant or Union Representative Signature:             | Date: | Grievance Step:  
|---------------------------------------------------------|-------|-----------------|  

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<th>RECEIPT BY EMPLOYER REPRESENTATIVE*:</th>
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</thead>
</table>
| Name:                                                   | Job Title:  
| Signature:                                              | Date:  

*Upon receipt of this form: Employer is required to sign, date and email back to AFSCME Representative

Distribution: Original, Immediate Supervisor, Copy, Employee, AFSCME, and Employee and Management Services

Rev. 03/07/13

Appendix D

63
Nonexempt Employee Performance Evaluation and Planning Form

**EMPLOYEE INFORMATION**

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<th>Apple ID:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>NM State Start Date:</th>
<th>Department:</th>
<th>Position Start Date:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**EVALUATOR INFORMATION**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Apple ID:</th>
<th>Title:</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Evaluation Type:</th>
<th>Annual Review [From: 03/01/2013 To: 02/28/2013]</th>
<th>End of Probation</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Purpose and Instructions: Use this form to provide summary feedback to employees on their performance for the period and to establish goals and development plans for the coming year. Please select one rating for each category. Comments are required if rating selected is "Fail to Meet Expectations" or "Need Improvement".

**Section 1: Evaluation of Past Period Performance**

### Part 1: Categories of Evaluation

<table>
<thead>
<tr>
<th>Category</th>
<th>Rating</th>
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<tbody>
<tr>
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</table>

1. **Job Knowledge**

- Demonstrates insufficient understanding of the job
- Demonstrates limited understanding of the job, inconsistent application of knowledge.
- Demonstrates knowledge necessary to perform the functions of the job.
- Displays solid job knowledge, contributes to the goals and mission of the department/organizational unit.
- Extremely knowledgeable; respected as a valuable resource; consistently contributes to the department’s and organizational unit’s mission.

**Evaluation Comments:**

<p>| | |</p>
<table>
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</tr>
</tbody>
</table>

2. **Quality of Work** (judging ability of employee to produce work that meets high standards of quality, consider accuracy and neatness of work, how frequent and serious are errors.)

- Errors of omission are often evident, work frequently needs to be corrected, redone or double checked.
- Errors and omissions occur more often than is acceptable; inconsistently quality of work.
- Is usually accurate and thorough in performance of duties; demonstrates concern for quality.
- Makes an extra effort to ensure that work is of the proper quality; checks for accuracy if needed.
- Work is of high quality; errors or omissions are extraordinarily rare.

**Evaluation Comments:**

<p>| | |</p>
<table>
<thead>
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<tr>
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</table>

3. **Time and Task Management** (judging ability of employee to plan and utilize working time to complete tasks required of the position)

**Evaluation Comments:**

<p>| | |</p>
<table>
<thead>
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</table>

**Rating:**

<p>| | |</p>
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</tbody>
</table>

**Rev. 01/01/2013**

**Appendix E.1**
<table>
<thead>
<tr>
<th><strong>7. Dependability/Initiative</strong> (Consider ability to complete assignments sufficiently, on schedule and to take initiative on other tasks.)</th>
<th><strong>Rating</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Often needs guidance, direction, or assistance in regard to work. Occasionally fails to follow through on tasks not under the supervisor’s guidance.</td>
<td>Fails to Meet Expectations (25 pts)</td>
</tr>
<tr>
<td>Occasionally fails to meet deadlines with minimum supervision.</td>
<td>Needs Improvement (40 pts)</td>
</tr>
<tr>
<td>Meets Expectations (60 pts)</td>
<td>Meets Expectations (80 pts)</td>
</tr>
<tr>
<td>Exceeds Expectations (100 pts)</td>
<td>Exceeds Expectations (120 pts)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>8. Adaptability</strong> (Consider ability to adjust to new situations, changes in technology, tasks or unexpected situations.)</th>
<th><strong>Rating</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unable to adjust to new situations, changes in technology, tasks or unexpected situations; unable to formulate an effective and timely response to the situation.</td>
<td>Fails to Meet Expectations (25 pts)</td>
</tr>
<tr>
<td>Difficult adjusting to new situations, changes in technology, tasks or unexpected situations; unable to formulate an effective and timely response to the unexpected situations.</td>
<td>Needs Improvement (40 pts)</td>
</tr>
<tr>
<td>Adapts to new situations and technology, tasks or unexpected situations with minimal guidance; able to formulate an effective and timely response to the unexpected situations.</td>
<td>Meets Expectations (60 pts)</td>
</tr>
<tr>
<td>Adapts to new situations and technology, tasks or unexpected situations with guidance; able to formulate an effective and timely response to the unexpected situations.</td>
<td>Exceeds Expectations (80 pts)</td>
</tr>
<tr>
<td>Exceeds Expectations (100 pts)</td>
<td>Exceeds Expectations (120 pts)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>9. NMSU Representation/Customer Service</strong> (Consider ability to properly represent NMSU and employees in deals with clients, within and outside NMSU community.)</th>
<th><strong>Rating</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistently shows lack of concern and courtesy; fails to offer assistance to people in need of service needs.</td>
<td>Fails to Meet Expectations (25 pts)</td>
</tr>
<tr>
<td>Occasional demonstrations of concern and courtesy; inconsistent in demonstrating concern to customer needs.</td>
<td>Needs Improvement (40 pts)</td>
</tr>
<tr>
<td>Consistently demonstrates concern and courtesy; regularly demonstrates an understanding of the service needs of the consumer.</td>
<td>Meets Expectations (60 pts)</td>
</tr>
<tr>
<td>Actively seeks opportunities to provide quality service. Effectively identifies service needs and responds accordingly.</td>
<td>Exceeds Expectations (80 pts)</td>
</tr>
<tr>
<td>Extremely professional and portrays in providing services even when dealing with difficult situations.</td>
<td>Exceeds Expectations (100 pts)</td>
</tr>
</tbody>
</table>

| Evaluation Comments: | |
### Section 1: Evaluation of Past Period Performance

#### Goals: Assessment of Achievement of Goals

Instructor supervisor should enter all goals from the previous year as established. Consider progress and achievements toward goals. Only one rating is allowed for each goal. Evaluation comments are required if rating selected is "Fails to Meet Expectations" or "Needs Improvement".

<table>
<thead>
<tr>
<th>Goal 1</th>
<th>Goal 2</th>
<th>Goal 3</th>
<th>Goal 4</th>
<th>Goal 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator Comments</td>
<td></td>
<td>Evaluator Comments</td>
<td></td>
<td>Evaluator Comments</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rating</th>
<th>Rating</th>
<th>Rating</th>
<th>Rating</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fails to Meet Expectations</td>
<td>Needs Improvement</td>
<td>Meets Expectations</td>
<td>Exceeds Expectations</td>
<td>Exemplary</td>
</tr>
<tr>
<td>2 pts</td>
<td>4 pts</td>
<td>6 pts</td>
<td>8 pts</td>
<td>10 pts</td>
</tr>
</tbody>
</table>

#### Overall Evaluation Rating

**CALCULATE THE SCORE**

\[
\text{Total Points} = \frac{\text{Total Categories and Goals}}{\text{Overall Evaluation Score}}
\]

**SCORE ASSIGNMENT**

- Fails to Meet Expectations = 2 points
- Needs Improvement = 4 points
- Meets Expectations = 6 points
- Exceeds Expectations = 8 points
- Exemplary = 10 points
- Deferred = 0 points (not factored into overall score)

**RATING SCALE FOR OVERALL SCORE**

- 0.00 - 0.25 = Fails to Meet Expectations
- 0.26 - 0.45 = Needs Improvement
- 0.46 - 0.65 = Meets Expectations
- 0.66 - 0.85 = Exceeds Expectations
- 0.86 - 1.00 = Exemplary

**CALCULATION TIPS**


Total Categories and Goals: Total of all categories and goals completed. For example, if an employee only had 3 goals than the total would be 3.

---

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Appendix E.1
Section 2: Planning for the Year Ahead

Goals should be reflective of the primary focus of an individual in support of established department or university goals.

Department/Organization Unit Goals:

Individual Goal 1:
Objective and Measurement:

Individual Goal 2:
Objective and Measurement:

Individual Goal 3:
Objective and Measurement:

Individual Goal 4:
Objective and Measurement:

Individual Goal 5:
Objective and Measurement:

Section 2: Planning for the Year Ahead

Professional Development (Optional)

Professional development opportunities may be established by the supervisor working in collaboration with the employee to identify the skills and knowledge needed to advance professionally. Supervisors may use this section to document specific areas for development and the activities performed to support the employee's career development within the organization's business needs.

Professional Development 1:
Describe Development Activities:

Professional Development 2:
Describe Development Activities:

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Appendix E.1.
### Section 2: Planning for the Year Ahead

<table>
<thead>
<tr>
<th>Area for Improvement 1:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe Improvement Activities:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area for Improvement 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe Improvement Activities:</td>
</tr>
</tbody>
</table>

Follow-up date to review Progress: 

### Acknowledgements

Signature indicates that you have discussed, read and understood all the comments on this Performance Evaluation and Planning form. Your signature does not imply that you entirely agree or disagree with the comments.

<table>
<thead>
<tr>
<th>Evaluating Supervisor:</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Next Level Supervisor:</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee:</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
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</tbody>
</table>

Rev. 01/03/2013

Appendix E 1
# Nonexempt Employee Self Assessment Form (Optional)

<table>
<thead>
<tr>
<th>Employee Name (Last, First)</th>
<th>Employee Banner ID</th>
<th>Employee Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Employed by NMSU!</td>
<td>Department</td>
<td>Date Employed in this Position</td>
</tr>
<tr>
<td>Evaluator Name (Last, First)</td>
<td>Evaluator Banner ID</td>
<td>Evaluator Title</td>
</tr>
</tbody>
</table>

### Evaluation Period

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
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</table>

### Annual Performance

- [ ] Annual Performance
- [ ] End of Probation
- [ ] Other

---

**Purpose:** This optional form is for internal purposes only and is to be maintained in the departmental personnel file. However, it may be required by a supervisor or completed by an employee with a request to have the form filed with his/her performance evaluation in the official personnel file. The purpose of this form is to allow nonexempt employees the opportunity to provide feedback to their evaluating supervisor on how they view their own performance on the job. Additionally, it serves as a tool to assist the employee in communicating training and resources needed to be successful. Although this form is optional, HRS recommends the Self-Assessment Form be utilized for employees new to their position and every three years for all others. It may also be used at any point that there is a substantial change in the employee’s job duties.

---

1. **I believe I help my department most by:**

2. **The three (3) most important things I do in my job are:**

3. **The things I did best on the job this year were:**

4. **I would like more experience, or training in:**

5. **The key factors which affected my job this past year were:**

6. **The things my supervisor did to help me do my job were:**

---

*Rev. 9/7/11*

*Appendix E*
Additional ways my supervisor could have helped me were:

If possible, I would like to work on the following departmental projects or tasks:

Plan for Coming Year

<table>
<thead>
<tr>
<th>Goals for the Coming Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

Other suggestions or comments:

We have discussed the Nonexempt Employee Self Assessment Form.

Signature of Employee: ___________________________ Date: ______________

Signature of Supervisor: ___________________________ Date: ______________

Rev: 9.7.11
Appendix E.2.
Sensitive Duties Checklist

Instructions:
1. This form must be completed by the hiring department for all hires of temporary employees, student employees, and graduating students to determine if the hire requires a background check.
2. This form must be completed by the hiring department when they are transferring an employee, promoting an exempt employee into a position or reclassifying a position to determine if the personnel transaction requires a background check.
3. Hiring Department Contact completes Sections 1, 2, 3, and 4.
4. Hiring Manager signs Section 4.
5. To avoid any delays in processing, the Hiring Department Contact should forward a fully completed and signed form to Employment Services with the E-Hire.

New Mexico State University requires a background review on graduate assistants, teaching assistants, post-doctoral appointees, and other temporary employees, student employees, volunteers, and affiliates that have significant responsibilities as listed below:

Section 1: Hiring Department Information

<table>
<thead>
<tr>
<th>Position Title of Applicant</th>
<th>Name of Candidate (if known)</th>
</tr>
</thead>
</table>

Section 2: Employment Action that Applies

- Hire
- Transfer
- Promotion
- Reclassification
- Reassigned Duties

Section 3: Sensitive Duties (check all that apply)

- Care, safety and security of people or property (includes sustain public safety officers, childcare workers, camp counselors, etc.)
- Direct access to, or control over, cash checks, credit card account information (includes cash handling or credit card acceptance positions)
- Authority to commit financial resources of the university through purchases or contracts
- Control over campus-wide or departmental business processes, either through functional roles or systems security access (includes network administrators, system programmers, etc.)
- Access to detailed personally identifiable information about individuals or organizations associated with NMSU (includes information about volunteers, affiliates, students, staff, alumni, and/or vendors)
- Possession or access to building master or sub master keys, access to residences and certain other facilities, particularly laboratories (includes custodial service, locksmith, residential and student services, program employees, etc.)
- Regular operation of university vehicles
- None of the above - does not require a background check

Section 4: Department Information

Name of Hiring Manager: ____________________________
Signature of Hiring Manager: ________________________
Date: ____________________________

Name of Department Contact: ________________________
Contact Phone #: ____________________________

After completing sections 1, 2, 3, and 4, send this form to Employment Services at:
Fax: 575-648-3826
Email: Erihel@newmexicostate.edu
Hand-Deliver to: Hedley Hall Room 17

Please contact Employment Services for assistance in completing this form.