

AGREEMENT
BETWEEN
THE UNIVERSITY OF NEW MEXICO
AND
UNITED ELECTRICAL, RADIO, AND MACHINE WORKERS
OF AMERICA

EFFECTIVE DECEMBER 22, 2022 THROUGH JUNE 30, 2025

Table of Contents

<u>ARTICLE 1.</u>	<u>AGREEMENT</u>	2
<u>ARTICLE 2.</u>	<u>RECOGNITION</u>	2
<u>ARTICLE 3.</u>	<u>MANAGEMENT RIGHTS</u>	2
<u>ARTICLE 4.</u>	<u>UNION RIGHTS</u>	3
<u>ARTICLE 5.</u>	<u>COMPENSATION</u>	4
<u>ARTICLE 6.</u>	<u>BENEFITS</u>	6
<u>ARTICLE 7.</u>	<u>PAID TIME OFF</u>	7
<u>ARTICLE 8.</u>	<u>PARKING AND TRANSPORTATION</u>	7
<u>ARTICLE 9.</u>	<u>ASSISTANTSHIP CONTRACTS</u>	7
<u>ARTICLE 10.</u>	<u>WORK MATERIALS, EQUIPMENT, AND WORKSPACE</u>	9
<u>ARTICLE 11.</u>	<u>TRAINING AND PROFESSIONAL DEVELOPMENT</u>	9
<u>ARTICLE 12.</u>	<u>DISCIPLINE AND DISCHARGE</u>	10
<u>ARTICLE 13.</u>	<u>GRIEVANCE PROCEDURE</u>	11
<u>ARTICLE 14.</u>	<u>HEALTH AND SAFETY</u>	14
<u>ARTICLE 15.</u>	<u>DUTY TO COOPERATE</u>	14
<u>ARTICLE 16.</u>	<u>LABOR-MANAGEMENT COMMITTEE</u>	14
<u>ARTICLE 17.</u>	<u>NON-DISCRIMINATION</u>	14
<u>ARTICLE 18.</u>	<u>COMPLETE AND ENTIRE AGREEMENT</u>	15
<u>ARTICLE 19.</u>	<u>SEVERABILITY</u>	15
<u>ARTICLE 20.</u>	<u>DURATION</u>	15
<u>ARTICLE 21.</u>	<u>AUTHORIZED SIGNATURES AND ATTEST</u>	15

ARTICLE 1. AGREEMENT

THIS AGREEMENT is entered into by and between the University of New Mexico, hereinafter referred to as “University”, and United Electrical, Radio and Machine Workers of America hereinafter referred to as the “Union”.

ARTICLE 2. RECOGNITION

The University recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time graduate students holding an assistantship engaged in instruction and/or research at the University’s campuses at Albuquerque, Gallup, Taos, Los Alamos, and Valencia County, including the following positions: Graduate Assistant Regular; Graduate Assistant Special; Project Assistant; Research Assistant; Teaching Assistant Regular; Teaching Assistant Special; and Teaching Associate.

ARTICLE 3. MANAGEMENT RIGHTS

The University retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico and federal laws. Unless specifically limited by the provisions of this Agreement, such rights include, but are not limited to, the following:

1. to determine the mission of the University, its schools, departments, and programs;
2. to set standards, qualifications, and performance expectations;
3. to exercise control and discretion over University organization, operations, property, equipment, and facilities;
4. to direct bargaining unit members of the University;
5. to hire, transfer, assign, reassign, and retain bargaining unit members in assistantships with the University; and to take disciplinary action against bargaining unit members;
6. to relieve bargaining unit members from duties because of lack of work, decrease in student enrollment, programmatic changes, during an administrative or other investigation, or for other business reasons;
7. to maintain the efficiency of the operations entrusted to the University and its Administration;
8. to determine the methods, means, and personnel including, but not limited to, contracting of services, by which the University operations are to be conducted;
9. to promulgate and/or amend any and all policies, rules, regulations, directives, and orders provided such are not in conflict with this Agreement; and
10. to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to its students in situations of emergency.

The University retains all rights not expressly and specifically limited by PEBA. The University retains the right to delegate any of its rights and to rescind such delegation at any time.

ARTICLE 4. UNION RIGHTS

- A. The parties agree that the Union has the legal obligation to represent bargaining unit members when they are engaged in bargaining unit work, regardless of membership, so long as that representation does not interfere with the operation of the University. In exercising those rights, the following provisions shall apply:
1. The Union and bargaining unit members shall not use the University's interoffice mail services for the dissemination of Union material, literature, or correspondence.
 2. The Union shall have the right to use electronic mail systems or other similar communication systems as provided for in the Public Employee Bargaining Act (PEBA), in accordance with all University policies.
 3. The Union may utilize University facilities for meetings with the bargaining unit in accordance with PEBA and University policies.
 4. The Union and bargaining unit members shall not use University time, equipment, property, websites, or materials for Union business except as specifically provided herein or in law.
 5. The University will provide bargaining unit member information in accordance with PEBA and FERPA.
- B. The University will, within ten (10) days of hire and within ten (10) days of the date of ratification by both parties of this Agreement, provide bargaining unit members with a FERPA waiver option that when voluntarily signed will constitute a waiver of privacy rights under FERPA and affirmative consent to release of non-directory information to the Union for representation purposes under this Article. The Union will not disclose any information provided under this Article.
- C. The Union may meet with new bargaining unit members at the end of new graduate assistant orientation, in the same location or online venue, as required by law.
- D. Dues-paying membership or non-membership in the Union is strictly voluntary. The parties recognize that the exercise of these rights shall not interfere with the instruction of students or the operation of the University.
1. Bargaining unit members may join and be a member of the Union or may choose not to join or be a member of the Union without interference, restraint, or coercion. Bargaining unit members may voluntarily pay Union membership dues through payroll deduction. Such authorization forms must be signed and dated by the bargaining unit member, include the amount authorized for withholding, and include the member's Banner ID and Netid. The authorization form shall include the following statement: "By voluntarily signing this dues deduction form, I hereby authorize and direct the University to disclose to the Union my name, salary/hourly rate, FTE, and amount of dues withheld and affirmatively waive my FERPA non-disclosure rights."
 2. A bargaining unit member may commence payroll membership dues deductions at any time by written notice to the University's payroll office, which shall take effect no later than the next full pay period after receipt of notice by the payroll office. A bargaining unit member may terminate payroll membership dues during the first five (5) business days of March, July, and October by written notice to the

University's payroll office, which shall take effect no later than the next full pay period after receipt of notice by the payroll office. The University's payroll office will be notified in writing of the single membership dues amount by February 15th for the upcoming fiscal year. No changes to the deduction amounts will occur after that date. Payroll deduction will only be for membership dues and will not include any other fees, fines, arrears payments, contributions, or assessments of any kind.

3. The University will remit the amounts deducted to the Union on a monthly basis along with the bargaining unit member's name, salary/hourly rate, FTE, and amount of dues withheld.
 4. No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question.
 5. The Union shall indemnify, pay for the defense of, and save the Administration harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the Administration for the purpose of complying with this Article.
- E. Bargaining unit members and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any bargaining unit members. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.
- F. The Union may elect/appoint union officers, stewards, and/or representatives. The Union President shall notify the Office for Academic Personnel of all officers, stewards, and representatives within thirty (30) days of execution of this agreement and within ten (10) business days of any change.

ARTICLE 5. COMPENSATION

- A. UNM will establish minimum effective pay rates for Teaching Assistants (TAs), Graduate Assistants (GAs), and Research Assistants (RAs). UNM will establish a minimum hourly rate for Project Assistants (PAs).
- B. Effective the first full pay period of the Fall 2024 semester, bargaining unit employees, other than RAs, will receive a four and a half percent (4.5%) increase to the hourly rate or salary amount, as provided in the existing assistantship contracts in place at the time of ratification and signature of this Agreement article by the University. The salary increase will be prorated for the remainder of the assistantship contract. Any new assistantship contracts will meet the minimum salaries identified below.
- C. Every bargaining unit member who holds a research assistantship will receive an increase similar to those set forth in subsection B. above subject to availability of research contract funding, as determined by their supervisor. To give a raise less than that set forth in subsection B above, a supervisor must receive approval from the department chair prior to issuing the contract.
 - a. The University will provide the Union with two reports of Research Assistantship holders who held RA appointments during the Spring 2024 semester and who received a salary increase for Fall 2024 semester of less

than that set forth in subsection B above. The first report will be delivered electronically to the Union by the second Friday after the start of Fall semester and the second will be delivered on the fourth Monday after the start of the Fall semester. These reports will contain information allowable under law to include at least the percent salary increase awarded, the department of the Research Assistant, and the reason for the amount awarded.

- D. Salary increases taking effect for Fall 2024 will continue to be in effect for Spring 2025 for those bargaining unit members who hold the same assistantship appointment type (TA, RA, GA, or PA) and perform the same or substantially similar work in the same department at the same appointment level (FTE) as the assistantship appointment they held in Fall 2024.
- E. Departments may offer salaries or hourly rates higher than the minimums.
- F. Salary and hourly rates shall be paid at or above the following minimums for all assistantship contracts entered into for Fall 2024. The adjustment of the minimum salary and hourly rates set forth below is not compounded with the increases set forth in subsection B. above.
- G. The standard term for Spring, Summer, and Fall contracts will be from the Monday of the week before the beginning of the semester through the last day of the semester as defined by the University Registrar. RAs and PAs may have starting and ending dates and contract lengths that differ from the standard semester term. Teaching and Graduate Assistantship rates are defined per semester while Research Assistantship contracts are defined per month and Project Assistantship contracts are defined per hour to reflect the differences in how these bargaining unit members are paid.

Teaching Assistants and Graduate Assistants

Fall and Spring Semester Contracts:

Appointment Percent (FTE)	Pre-Masters	Post-Masters
	Contract Total	Contract Total
50%	\$9,160.77	\$10,077.56
25%	\$4,580.38	\$5,038.78

Summer Semester Contracts:

Appointment Percent (FTE)	Pre-Masters	Post-Masters
	Contract Total	Contract Total
100%	\$9,160.77	\$10,077.56
50%	\$4,580.38	\$5,038.78

Research Assistants

Fall and Spring Semester Contracts:

Appointment Percent (FTE)	Pre-Masters	Post-Masters
	Monthly Rate	Monthly Rate
50%	\$2,086.07	\$2,294.81
25%	\$1,043.05	\$1,147.40

Summer Semester Contracts:

Appointment Percent (FTE)	Pre-Masters	Post-Masters
	Monthly Rate	Monthly Rate
100%	\$4,172.15	\$4,589.61
50%	\$2,086.07	\$2,294.81

Project Assistants

Contract Terms and minimum hourly pay rates will be defined as follows:

- Semester Contract:
 - Fall Semester: August 1 – December 31
 - Spring Semester: January 1 – May 31
- Summer Term Contract: June 1 – July 31

Fall, Spring, and Summer Semester Contracts:

Pre-Masters	Post-Masters
Minimum Hourly Pay Rate	Hourly Rate
\$23.14	\$25.45

- H. To qualify for the post-master’s minimum salary, the assistantship holder must be enrolled in a doctoral program and have obtained a Master’s degree.
- I. In rare instances, Office for Academic Personnel may approve contract terms that differ from the standard described in this article. Contracts that differ from the contract period and appointment percentages described above will be pro-rated. Notification of these conditions will be provided to the assistantship holder prior to the start date.

ARTICLE 6. BENEFITS

- A. Graduate students are eligible for certain Health Insurance Benefits offered by the University. Graduate students who hold an assistantship of 0.25 FTE or greater for at least half of a semester are eligible for 100% coverage of the premium by the University under the graduate student health care plan.
- B. Bargaining unit members who choose to participate in health insurance benefits for dependents will have their payments processed through payroll.

- C. The University will offer a vision and dental benefit to bargaining unit employees. Bargaining unit members are encouraged to seek low-cost services that may be offered through the UNM Dental Clinic and UNM Dental Hygiene Services.
- D. Benefit plan information may be obtained from the Human Resources department.

ARTICLE 7. PAID TIME OFF

- A. Bargaining unit members who suffer their own illness, injury, or medical condition may be granted medical leave pursuant to University policy. Bargaining unit members shall submit request for such leave in writing to their supervisor. Paid medical leave of up to two (2) weeks is available per semester. Compensation will be allocated in relation to the bargaining unit member's FTE. A bargaining unit member may request review by Office for Academic Personnel (OAP) of a denial of medical leave.
- B. Bereavement Leave: Bargaining unit members may request in writing to their supervisor paid leave for an absence due to a death in the bargaining unit member's immediate family, up to three (3) working days. Family members may be natural, step, adopted, or foster. For the purposes of this policy, immediate family is defined as the bargaining unit member's spouse or domestic partner, children, sons- and daughters-in-law, parents, parents-in-law, grandchildren, grandparents, and siblings.

ARTICLE 8. PARKING AND TRANSPORTATION

- A. Bargaining unit members may apply for UNM parking permits under their status as students and are eligible for the same parking lots and under the same fee structure as other students.
- B. Bargaining unit members with a 0.25 FTE or greater on a full Fall semester assistantship contract may choose to have their parking permits charged to their bursar's account on a payment plan for the Fall semester. Bargaining unit members will not be responsible for paying a set-up fee for a payment plan setup exclusively for parking permit charges. Bargaining unit members are responsible for all other fees associated with payment plans.
- C. UNM PATS buses will continue to be free to bargaining unit members. In the interest of encouraging the use of alternative transportation, UNM provides all students with a free UNM ABQ Ride bus pass sticker. As long as this program exists, the pass will be free and available to bargaining unit members. These passes are available through UNM Parking and Transportation.
- D. The University will continue its efforts to provide safe bike storage options to bargaining unit members.
- E. The University will provide parking and bike rack/storage information to bargaining unit members at new graduate assistant orientation as well as in an email at the beginning of each semester.
- F. Information regarding bike theft statistics and corresponding locations on campus will be made publicly available.

ARTICLE 9. ASSISTANTSHIP CONTRACTS

- A. Normally, draft assistantship contracts will be provided to allow for review and editing prior to the final contract offer. Draft assistantship contracts will contain the following:

- Type of assistantship
 - Appointment percentage
 - Stipend or hourly rate
 - Dates of assistantship including start and end date
 - Department
 - Tentative Supervisor
 - A general description of the duties expected
 - Assigned course, lab, or research project if applicable and known
 - Required coursework, if any
 - Tuition and fee benefit, if any
 - Health insurance benefits, if applicable
 - Required training applicable to the assistantship
 - Amount of time allowed to accept the assistantship
 - A statement that the position is covered by this collective bargaining agreement along with a link to the collective bargaining agreement
 - A statement that the bargaining unit member must remain a graduate student in good standing and for Fall and Spring semesters must be taking at least six (6) graduate level credit hours with the University of New Mexico.
- B. Departments will not assign teaching assistants to courses that conflict with the bargaining unit member's required courses in that particular semester.
- C. Once review and editing has been completed by the bargaining unit member and supervisor, the draft assistantship contract will be submitted to Graduate Studies.
- D. Draft assistantship contracts are subject to review and final approval by the Dean or designee of Graduate Studies. Graduate Studies reserves sole discretion to grant final approval of a draft contract or, if not approved, to require revision of the draft contract or reject a draft contract, which may require additional discussion between the bargaining unit member and supervisor.
- E. Once Graduate Studies has granted final approval of the contract, normally, the final contract will be issued no less than twenty (20) calendar days prior to the assistantship start date and becomes enforceable upon execution of all required signatures. Final assistantship contracts may be provided with less than twenty (20) calendar days' notice prior to the start date of the assistantship.
- F. Verbal offers, draft contracts, or offers other than on a written assistantship contract on the University's approved and fully executed form are not considered valid and do not constitute a valid offer or an executed employment contract.
- G. It is understood that bargaining unit members are engaged in professional activities of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment will vary.
- H. The appointment level shall be based on the appointing department's determination of the amount of time it should normally take to perform the assigned duties. However, the average number of hours per week over the course of a full appointment period as described herein, is an estimate rather than an exact time specification.
- I. Bargaining unit members are encouraged to prioritize academic progress when considering accepting an assistantship offer.

- J. Bargaining unit members shall not be required to perform personal errands for the supervisor.

ARTICLE 10. WORK MATERIALS, EQUIPMENT, AND WORKSPACE

- A. The employing unit will determine and provide the appropriate resources necessary for the performance of a bargaining unit member's duties, other than required coursework, at no cost to the bargaining unit member. Appropriate resources may include, but is not limited to technology, technological support, equipment, required materials, office supplies, external hard drive, software subscriptions, travel expenses, and training necessary. Bargaining unit members assigned duties requiring access after hours will be provided with that access prior to performing that required work duty. Bargaining unit members who believe their duties require access and have been denied can petition the Chair/Director.
- B. A bargaining unit member who may encounter unavoidable personal expenses for printing or copying related to an assistantship should request approval in writing from the supervisor for reimbursement prior to incurring such expense. Reimbursement for expenses shall be handled in accordance with University policy.
- C. The University will provide bargaining unit members with facilities and services appropriate to the performance of their job duties and conducive to performing their duties in a professional atmosphere as determined by Administration. Requests for professional resources or concerns regarding office space and furnishings will be addressed in accordance with procedures set by the University and employing unit.
- D. If a department has specified a textbook for a class, the department will provide the textbook to the bargaining unit member assigned to teach said class.
- E. Bargaining unit members teaching classes or who are required pursuant to the assistantship to hold private consultations shall be provided with access to a private office/area to meet with students or for such private consultations. Employing units will determine whether an assistantship position necessitates an office space. Where space constraints necessitate the sharing of office space, bargaining unit members will be provided with dedicated space in the shared office to secure items pertaining to their assistantship such as exams and graded papers. If a department is unable to find space for a shared office for bargaining unit members, the college or school will attempt to locate office space in a location close to the department (such as on the same floor, or in the same building, or in a neighboring building). If there is no office space available, the bargaining unit member will be informed that the college or school has been unable to find office space.
- F. Employing units will provide mail receptacles for bargaining unit employees. No more than five (5) bargaining unit members will be required to share a mail receptacle.
- G. Requests for remote work shall be addressed by the bargaining unit member to the immediate supervisor in writing. Such requests will be handled in accordance with the University's policies and guidelines for remote work and telecommuting.

ARTICLE 11. TRAINING AND PROFESSIONAL DEVELOPMENT

- A. The University is responsible for providing training, orientation, and in-service training programs for all bargaining unit members. Bargaining unit members may be required to

attend orientation and training as determined by the University, employing unit, and/or supervisor. Training may be required as a condition of an assistantship. Training for new Teaching Assistants will begin prior to the start of or during their first semester with a UNM teaching assignment or their first semester as a primary instructor of record. If training for new Teaching Assistants cannot begin prior to the start of their first semester with a UNM teaching assignment or their first semester as a primary instructor of record, such training shall begin within the first two (2) weeks of the new Teaching Assistant's employment.

- B. The University will pay the fees for any attendance at any conferences or other professional development training at which bargaining unit member attendance is required.
- C. A bargaining unit employee who is required to attend training prior to the start date of the assistantship contract will be paid for the training.
- D. Bargaining unit members will submit requests in writing for training to their supervisor. Bargaining unit members who believe their training needs have not been adequately addressed by their supervisor should report such concerns to the Department Chair.
- E. The University will continue to make diversity training available to bargaining unit members. The University may mandate a particular diversity training for bargaining unit members. The University will provide information to bargaining unit members regarding resources available for teaching and working with a diverse student body. This information will be included during new graduate assistant orientation and in an email to all bargaining unit members within the first two (2) weeks of the start of each semester.

ARTICLE 12. DISCIPLINE AND DISCHARGE

- A. No bargaining unit members shall be disciplined, suspended, or discharged except for just cause. Discipline includes written reprimand, suspension without pay, or discharge. Disciplinary discharge refers to separation of a bargaining unit member from an active assistantship during the current term based on issues unrelated to a bargaining unit member's academic performance. Disciplinary discharge also refers to the rescission of an executed contract for a future semester for a currently employed bargaining unit member based on issues unrelated to a bargaining unit member's academic performance or unrelated to insufficiency of funding for that position. Termination of an active assistantship for academic reasons or non-renewal of an assistantship is not a disciplinary discharge.
- B. A bargaining unit member may be accompanied by a Union Steward during an investigatory interview of a bargaining unit member. A Union Steward may not impede an investigation but may ask clarifying questions or confer with a bargaining unit member during an investigatory interview. In the event a Union Steward is not immediately available, the University may grant the employee's request and delay the interview, up to two (2) regular business days until a representative is available, the University may deny the request and immediately end the interview, or the University may allow the bargaining unit employee to choose whether to proceed with the meeting without a representative or to end the interview. In emergency situations, or situations that require immediate action, the University may proceed with the investigatory interview without the presence of a Union steward.
- C. Except where otherwise provided by law, prior to implementing disciplinary action, a bargaining unit member will be provided written charges against the bargaining unit

member and notice of a predetermination meeting. The purpose of the predetermination meeting is to provide the bargaining unit member an opportunity to respond to the charges and is not an evidentiary hearing. A Union steward may accompany a bargaining unit member during the predetermination meeting. In the event that a Union steward is requested and is not immediately available, the University will wait a reasonable period of time, but not later than one (1) regular business day, before proceeding with the predetermination meeting. In emergency situations, or situations that require immediate action, the University may proceed with the predetermination meeting without the presence of a Union steward.

ARTICLE 13. GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement. This grievance procedure shall be the sole and exclusive method of resolving disputes involving the application or interpretation of the terms and provisions of this Agreement or alleged violations thereof. The University, the Union, and bargaining unit members waive any right to challenge any right or benefits set forth in this Agreement in another forum.
- B. A “*grievance*” is defined as a dispute of alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Agreement, an appeal of a disciplinary discharge during the current term of an assistantship, or revocation of a written assistantship offer that has been accepted in writing by a bargaining unit member. A decision not to offer an assistantship or termination of an active assistantship for academic reasons are not grievable. Matters in which the University is without authority to act are not grievable.
- C. A “*grievant*” is a bargaining unit member, group of bargaining unit members, or the University making a claim.
- D. “*Days*” shall mean business days during which the University normally operates. “*Days*” does not include Saturdays, Sundays, holidays recognized under University policy as subject to closure, closures due to weather or declared emergencies, closures during Winter Break, or any other day in which the University is closed for business.
- E. A written grievance must contain a statement of the grievance, the name of the bargaining unit member(s) submitting the grievance, the supervisor/administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this agreement allegedly violated, and the specific remedy being sought. Statements such as “to be made whole” shall not constitute sufficient notice of the remedy being sought by the grievant.
- F. Grievances submitted on behalf of the University shall be initiated by the Provost or designee, identifying the grievant as the University, by filing the grievance with the Union President or designee at Step Two.
- G. Failure to submit a grievance in writing at Step One within fifteen (15) days following the date the grievant knew or should have known of the act, condition, or concern over interpretation which gave rise to the grievance will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered null and void and closed. When it is

mutually agreed by the parties in writing, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.

- H. Should the University fail to respond to a grievance within the time limits expressed herein, the Union/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the University had timely responded.
- I. Grievances, responses, and appeals are considered filed on the date they are received by a party via email or hand delivery.
- J. The bargaining unit member grievant may be accompanied by a Union Representative at any stage of the grievance procedure. Nothing herein contained shall be considered as limiting the rights of a bargaining unit member to discuss or process a grievance as an individual. If pursuing the grievance as an individual, the Union shall have the right to be present at all levels as a party in interest. An individual pursuing a grievance without Union representation will be responsible for all associated costs.
- K. A grievance meeting/hearing will normally not be scheduled during the work hours of a bargaining unit member.
- L. Grievances shall be presented as outlined below. However, grievances involving an appeal of a discharge shall be initiated at the step above the individual who imposed the disciplinary action or with the Dean at Step 2 if the action was taken by the Dean.

Informal Step – A bargaining unit member who believes that they may have a grievance shall meet with the bargaining unit member’s identified immediate supervisor or designee in a good faith attempt to resolve the grievance. The informal resolution of a grievance shall be consistent with the terms of this Agreement.

Step One – A bargaining unit member shall file a written grievance with the bargaining unit member’s employing unit Chair or Director identified in the assistantship contract, or designee, with a copy to Office for Academic Personnel (OAP) within the time limit described in G. above. Any meeting with the employing unit Chair or Director, or designee, should be held within five (5) days of the filing of the grievance. The Chair or Director, or designee will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If the matter is not resolved to the satisfaction of the bargaining unit member within fifteen (15) days of the filing of the grievance, the bargaining unit member may file a written grievance at Step Two.

Step Two – Within fifteen (15) days of the filing of the grievance with the employing unit Chair or Director at Step One, the written grievance must be filed with the Dean or designee of the College in which the bargaining unit member is employed, with a copy to OAP. In the event a bargaining unit member is not employed by an academic department overseen by a Dean, the Office for Academic Personnel (OAP) will designate an appropriate official with whom to file the grievance. At the time of personal service, the bargaining unit member or Union Representative shall schedule a grievance meeting with the Dean or designee or University official designated by OAP (hereinafter “designated official”). This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Dean or designee or designated official will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the bargaining unit member or the Union Representative a satisfactory settlement is not obtained within twenty (20)

days of the date of the Dean or designee or designated official's response, the bargaining unit member or Union Representative may file a written request for Arbitration.

Step Three - Arbitration

- A. In the event the grievant is not satisfied with the decision at Step Two of the Grievance Procedure the decision may be appealed to arbitration by filing a written appeal with the OAP with a copy to University Counsel within thirty (30) calendar days of the date of the Step Two decision. Also, within thirty (30) calendar days of the date of the date of the Step Two decision, the grievant will file a request for a regional panel of seven (7) arbitrators from the region including New Mexico with the Federal Mediation and Conciliation Service (FMCS). The parties will meet within ten (10) days of the date of receipt of the panel of arbitrators to strike the panel, with the grievant striking first. The grievant shall notify FMCS of the parties' mutual selection of the arbitrator within forty-eight (48) hours of striking the panel. Failure of the grieving party to comply with these time limits constitutes a waiver of a right to arbitration.
- B. If an issue of arbitrability exists, such issue may be communicated in writing to the grievant and the Arbitrator within twenty (20) days of the Arbitrator's acceptance of appointment. Issues of arbitrability may be determined upon submission of briefs prior to scheduling a hearing on the merits, upon the request of either party. The Arbitrator will make a determination regarding arbitrability separate from the merits of the grievance. If no briefs are submitted, the grievance will advance to a hearing on the merits of the grievance.
- C. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or modify or amend the Agreement in any way, nor shall the Arbitrator decide matters of academic freedom, make academic judgments, or substitute their discretion for the Administration where such discretion is retained by the Administration. An Arbitrator's decision shall not require the reappropriation or reallocation of funds.
- D. The Arbitrator's decision is limited to the precise issue submitted for arbitration. The Arbitrator shall prepare and submit a written decision to the parties, which shall include the decision, rationale, findings of fact, conclusions of law, and if appropriate, relief, within twenty (20) calendar days after the close of the hearing, which may include submission of post-hearing briefs if requested by either party or the Arbitrator within twenty (20) calendar days. The decision of the Arbitrator is final and binding on the parties, subject to appeal as set forth in the Uniform Arbitration Act for compulsory arbitration.
- E. The Arbitrator's charges for services and costs for a Court Reporter and transcripts, if requested by the Arbitrator, shall be shared equally by the parties. Each party is responsible for its representation, witness costs, and copies of transcripts.
- F. A bargaining unit member who must miss work to attend an arbitration hearing as a grievant, subpoenaed witness, or Union representative shall notify their immediate supervisor within twenty-four (24) hours of learning their presence is required. A bargaining unit member who must miss a class to attend an arbitration as a grievant, witness, or representative shall be responsible for scheduling a make-up class or arranging at least twenty (20) calendar days in advance for a suitable replacement to teach the class, subject to the approval of the replacement by the department chair or immediate supervisor.

- G. The parties, by written mutual agreement, may agree to consolidate two (2) or more grievances.

ARTICLE 14. HEALTH AND SAFETY

The University shall provide a safe working environment that complies with State and Federal laws. Bargaining unit members shall notify the University in writing of any safety or health concerns. The University will provide protective equipment it determines is necessary when required by the nature of a bargaining unit member's work assignment to ensure a safe working environment. Bargaining unit members with concerns regarding protective equipment and/or safety training should put such concerns in writing to their immediate supervisor. If the Union determines a safety issue exists that has not been resolved by the immediate supervisor, a Union Steward may request a labor management meeting to address the safety concerns with the employing unit Chair, Director, or designee or official designated by the OAP.

ARTICLE 15. DUTY TO COOPERATE

The parties agree to cooperate to work towards creating a work environment that is respectful, responsive, efficient, and accountable.

ARTICLE 16. LABOR-MANAGEMENT COMMITTEE

- A. The parties are committed to developing a professional labor management relationship characterized by mutual responsibility and respect, consistent with the interest of the educational, research, and public service mission of the University.
- B. In the interest of fostering sound labor relations and resolving problems, the parties will form a labor-management committee of up to three (3) members appointed by the Union and three (3) members appointed by the University. The Committee will meet not less than two (2) times per semester to discuss and address issues of concern to either side including, but not limited to, terms and conditions of employment and interpretation of the collective bargaining agreement.

ARTICLE 17. NON-DISCRIMINATION

The parties to this Agreement (the University and the Union) agree that neither the Union nor the University's respective policies or activities will discriminate against any bargaining unit member based upon race, age, gender, color, national origin, religion, ancestry, marital status, sexual orientation, United States military veteran's status, or disability. A bargaining unit employee may seek assistance regarding discrimination through the University's Office of Compliance, Ethics, & Equal Opportunity, and/or the appropriate enforcement administrative agency (e.g. Equal Employment Opportunity Commission, New Mexico Human Rights Bureau, etc.). It is agreed that there shall be no discrimination, interference, restraint, or coercion by either party against any bargaining unit member because of their membership or non-membership in the Union. Neither party shall retaliate against an employee for participating in an investigation or the grievance procedure. An individual may file a complaint regarding a violation of this Article by filing in writing with the Office of Academic Personnel (OAP). OAP will provide a copy of the complaint

to the employing unit Dean or designee or appropriate official for units without a Dean. An investigation will be commenced regarding the complaint. Absent extenuating circumstances, an investigation will be completed within sixty (60) days. The complainant and respondent will be provided with a copy of the investigative report.

ARTICLE 18. COMPLETE AND ENTIRE AGREEMENT

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties. Written agreement to enter into negotiations during the term of the Agreement may result in a written Memorandum of Understanding agreed to by the parties to be appended to this Agreement and which expires upon the expiration date of the Agreement.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the University and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 19. SEVERABILITY

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

ARTICLE 20. DURATION

This Agreement will become effective upon ratification and signature of the parties and will continue in full force and effect until June 30, 2025. Either party may reopen negotiations on the Article Compensation by providing written notice to the other party no earlier than March 15th and no later than April 15th of each calendar year. A party desiring to negotiate a successor agreement shall notify the other party in writing no earlier than March 15, 2025, and no later than April 15, 2025. If neither party timely requests to negotiate a successor agreement, the Agreement will be extended in one (1) year periods with the same period for requesting successor negotiations.

ARTICLE 21. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22nd day of May, 2024.

THE UNIVERSITY OF NEW MEXICO

James P. Holloway, Provost

UNITED ELECTRICAL, RADIO, AND
MACHINE WORKERS OF AMERICA

Alexander Baten

Alex Baten

Ian Birdwell

Ian Birdwell

Anjali Dvorak

Anjali Dvorak

Alicia Esquivel

Joshua Heckman

Joshua Heckman-Archibeque

Megan Hoffman

Lexi Kenis

Ramona Malczynski

Ramona Malczynski

Dominic Oddo

Dominic Oddo

Jarroed Ronquillo

Jarroed Ronquillo

Anna Rose

Anna Rose

A handwritten signature in blue ink, consisting of stylized cursive letters, positioned above a horizontal line.

Zachary Strasberg