

AGREEMENT

By and Between

Central New Mexico
Community College

And

Security Employees Union
New Mexico Coalition of Public
Safety Officers

Effective upon signature through
June 30, 2024

(End Date Changed as a Result of Negotiations between CNM and the NMCPSO; Settled on June 1, 2021)

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NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS
COLLECTIVE BARGAINING AGREEMENT**

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PREAMBLE

This AGREEMENT is entered into between the Central New Mexico Community College, hereinafter referred to as CNM or the “College,” and the New Mexico Coalition of Public Safety Officers, hereinafter referred to as the “Coalition” and/or the “employees.”

It is the general purpose of this Agreement to promote harmonious relations between the Coalition and the College; to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1 RECOGNITION

- 1.1 The CNM Governing Board hereby recognizes the Coalition as the exclusive representative for all regular full and part time non-probationary/ trial period employees in the Security Officer I and Security Officer II job title as designated in the CNM Labor Relations Board Certification of October 20, 2014. The Coalition acknowledges that the College does not have Security Officer II positions. Any reference to the Security Officer II position is intended to reflect the Bargaining Unit as certified by the CNM Labor Board, and is for informational purposes only.
- 1.2 CNM will advise the Coalition in writing of all additional or newly established security positions to be included in the bargaining unit.
- 1.3 CNM will advise the Coalition in writing of the contemplated removal of security positions from the bargaining unit.

ARTICLE 2 DEFINITIONS

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

- 2.1 Bargaining Unit - CNM regular full and part-time employees (does not include temporary or trial employees, casual employees and other employees who have no expectation of continued employment or independent contractors) in the job title of Security Officer I and II.
- 2.2 Board - The Central New Mexico Community College Governing Board.
- 2.3 Days - Calendar days unless otherwise defined in this Agreement.
- 2.4 Employee - An employee within the Security bargaining unit.
- 2.5 Coalition- CNM Security Employees Union, New Mexico Coalition of Public Safety Officers.
- 2.6 Coalition Representative – A Coalition member who is designated in writing by the Coalition to represent the Coalition for specified functions ie., Steward.
- 2.7 Full-Time Employees – An employee who is selected to fill a full-time budgeted position.
- 2.8 College - The Central New Mexico Community College.
- 2.9 Labor Board - The CNM Labor Relations Board.
- 2.10 Labor Relations Policy - CNM Collective Bargaining Policy.
- 2.11 Part-Time Employees - An employee who is selected to fill a part-time budgeted position.
- 2.12 President - The chief executive officer of CNM.

- 2.13 Reverse Seniority – Refers to beginning with those employees who have the least amount of seniority as defined in this Agreement.
- 2.14 Straight Time - An employee’s hourly rate of pay.
- 2.15 Time and One Half - Pay at 150% of the straight time rate.
- 2.16 Trial Employee - An employee in a position eligible for the bargaining unit who has been employed with the College for less than six (6) months. The College may extend the trial period for a maximum of an additional six (6) months if the supervisor determines an extension could enable the employee to successfully complete their trial period.
- 2.17 Work Week - The workweek begins at 12:01 AM Saturday and ends at 12 midnight the following Friday.

ARTICLE 3 COLLECTIVE BARGAINING PROCEDURES

- 3.1 Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Agreement. Within a reasonable time period after receiving notice, not to exceed thirty (30) days, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which the parties shall meet and determine a mutually agreed upon time and place to begin negotiations. In the event a party opens negotiations in accordance with this Article, bargaining will commence no later than sixty (60) days prior to the expiration of this Agreement.
- 3.2 Negotiations shall be conducted in closed sessions. This provision prohibits the public airing of any issues or the progress in the negotiations.
- 3.3 Negotiations ground rules shall be negotiated by the parties.
- 3.4 During the negotiations, the parties shall meet at mutually acceptable times and locations.
- 3.5 All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team’s understanding of the language as it relates to another part of the Agreement. Unless otherwise agreed to by the parties, tentative agreements shall not become effective until the entire negotiation package is ratified by the parties.
- 3.6 If an impasse occurs, either party shall request mediation assistance. If the parties cannot agree on a mediator, either party may request the assistance of the federal mediation and conciliation service. Upon the conclusion of the fact-finding hearing, the fact finder shall recommend only the last best final total package offer of one of the parties.
- 3.7 The parties shall agree upon a date after which no new issues will be allowed except by the mutual agreement of the parties. The non-economic issues shall be negotiated and agreed upon to the extent possible prior to proceeding to the economic issues.

ARTICLE 4 AGREEMENT CONTROL

- 4.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the State of New Mexico.
- 4.2 If College policy, regulation or directive specifically conflicts with the provisions of this Agreement, the Agreement shall control.

- 4.3 This Agreement may only be modified or waived through a written agreement between the College and the Coalition.
- 4.4 The College will not implement any policy, regulation or directive that specifically conflicts with this Agreement. The Coalition and the employees will abide by the conditions of this Agreement and applicable employer policy.
- 4.5 Unless otherwise specifically stated herein, the provisions, conditions and requirements of this Agreement shall apply to all employees in the bargaining unit.
- 4.6 If this Agreement is silent on a particular issue, exercising judgment and discretion on such issue shall be considered a retained management right. The parties (CNM, the Coalition and bargaining unit employees) will abide by the conditions of this Agreement and all other CNM policies, rules, regulations, and practices. CNM reserves the right to amend said policies, rules, regulations and practices so long as such amendment does not specifically conflict with any provision of this Agreement. College policies, rules, regulations and practices other than this Agreement are not subject to the grievance procedure contained in this Agreement. Said policies, rules, regulations and practices shall not be interpreted as being an extension of this Agreement. If this Agreement is silent on a particular issue it shall be considered a retained management right and is not subject to the grievance procedure contained in this Agreement. The parties acknowledge that this does not prohibit the Coalition from raising issues covered by these policies in negotiations for a successor agreement, or in the Labor Management Committee during the term of this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise. There shall be no other grievance or appeal procedure for members of the bargaining unit other than that contained in this article. To the extent allowed by law, the Coalition and the employees agree that this grievance procedure shall be the exclusive forum for challenging any alleged violation of any provision of this Agreement. To the extent allowed by law, the Coalition and the employees waive any other right they have or may have to challenge any right or benefit set forth in this Agreement in another forum. In the event the Coalition or a bargaining unit employee files a complaint, grievance, challenge or any other legal process regarding language contained in this Agreement in a forum other than the grievance procedure contained in this Agreement, the issue shall be considered as a matter of contract as resolved in the favor of the College.

5.2 DEFINITIONS

5.2.1 A GRIEVANCE shall mean an allegation by an employee or the Coalition that there has been a violation of any provision(s) of this Agreement. The fact that an allegation has been made regarding an issue does not make that issue grievable.

5.2.2 A GRIEVANT shall be any employee or the Coalition.

5.2.3 DAYS shall mean workdays (Monday thru Friday) and shall not include holidays or recesses observed by CNM.

5.3 PROCEDURES

5.3.1 The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.

- 5.3.2 Failure to submit the employer's decision in writing within ten (10) workdays will cause the grievance to proceed automatically to the next level. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues of the grievance and the grievance shall be null and void. Because the issues are null and void, they cannot be raised again in a grievance or challenged in any way by any other bargaining unit member or the union, unless the parties agree there is a legitimate basis for doing so.
- 5.3.3 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties. The time limits shall not be considered waived or extended unless they are waived or extended in writing. A Coalition representative may waive or extend the time limits on behalf of an employee.
- 5.3.4 No reprisal or retaliation shall be taken against either a grievant or any individual as a result of participation in the processing of a grievance.
- 5.3.5 A grievant may be accompanied and represented by the Coalition at any hearing or meeting conducted under this procedure. The College may also have representation of its choosing.
- 5.3.6 An employee, acting individually, may present a grievance without the intervention of the Coalition provided the grievance has been processed in accordance with this procedure. At any hearing (Department Head Level or above) of a grievance brought individually by an employee, the Coalition shall be afforded the opportunity to be present and make its views known. Any adjustment made shall be consistent with the provisions of this Agreement.
- 5.3.7 If a grievance affects a group of two or more employees or involves a decision or action by CNM, which has a division-wide impact, the Coalition may submit the grievance on behalf of the affected employees at Level 3 of this procedure. The parties may submit this grievance at Level 1 if all of the employees affected by the grievance have the same supervisor.
- 5.3.8 The parties may facilitate any investigation which may be necessary in order to expedite the process and provide information which is relevant to the issues addressed in the grievance. This investigation may include the sharing of relevant documents, facts, records and data in the possession of either party.
- 5.3.9 All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file. This excludes any documents, which precipitated the grievance unless removed as a settlement of a grievance.
- 5.3.10 Upon written agreement between CNM and the employee, leave with pay may be granted to an employee to participate in a grievance meeting.
- 5.3.11 Grievance proceedings shall be kept informal at all levels of this procedure.
- 5.3.12 The grievant must file a written grievance within ten (10) workdays of the day the grievant knew or reasonably should have known of the incident that precipitated the grievance. Failure of the grievance to conform to this time frame shall render the grievance null and void.
- 5.3.13 At any stage of the procedure, the parties may initiate a settlement proceeding as an attempt to resolve a grievance. If the proceeding is initiated, the grievance time limits will be tolled by the mutual written agreement of the parties. The proceeding shall be conducted by a representative appointed by the Coalition and one appointed by the

College. If either party determines that the proceeding should be terminated, the moving party may end the proceeding by submitting a notification in writing to the other party of its intent to terminate the proceeding and reinstate the time limits.

5.4 LEVEL ONE

5.4.1 The grievant and/or the Coalition shall submit the grievance in writing to the immediate supervisor during an informal meeting and must provide a copy to the Chief of Security and CNM's Labor Relation's Officer. The grievant and/or the Coalition shall contact the immediate supervisor to request the informal meeting. The parties will establish the date, time, and location of the meeting by mutual agreement. To be considered, the grievance must contain at a minimum what contractual provision(s) of this collective bargaining agreement has been violated, the dates and known times of the incident precipitating the grievance, the facts constituting the violation, all known witnesses, and the relief requested. If the grievance does not comply with all the provisions of this grievance procedure the issues of the grievance shall be null and void.

5.5 LEVEL TWO

5.5.1 If, after ten (10) days following the informal meeting, the grievance is not resolved, the grievant or the Coalition representative may submit an appeal of the denial of the grievance in writing to the Chief of Security.

5.5.2 No later than ten (10) days following receipt of the grievant's written appeal, the Chief of Security shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and witnesses to the hearing in order to present exhibits and testimony on their behalf.

5.5.3 No later than ten (10) days following the conclusion of the meeting, the Chief of Security shall present a written response to the grievance. The response shall be submitted to the grievant and/or the Coalition.

5.6 LEVEL THREE

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

5.7 ARBITRATION

5.7.1 If the Coalition and the grievant are not satisfied with the Human Resources' grievance disposition, the grievant may appeal the grievance to arbitration by submitting a written request (without special requirements unless mutually agreed upon) for arbitration to the Federal Mediation and Conciliation Service (FMCS) with a copy to the Human Resources Department. The appeal must be postmarked or sent via email, including a copy to the CNM Labor Relations Officer no later than (ten) 10 days from the date a response was provided to the grievant. After this (ten) 10 days the grievance shall be considered null and void.

5.7.2 The parties shall attempt to agree upon a mutually acceptable arbitrator from the list provided by FMCS. If the parties are unable to agree on a mutually acceptable arbitrator each party shall strike one name followed by the other party striking one name until only one name remains and that person shall become the arbitrator. The party required to

strike the first name will be the party that initiated the grievance. By mutual agreement the parties may strike names over the phone or through e-mail.

- 5.7.3 The arbitrator shall conduct a hearing as soon as possible.
- 5.7.4 The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath or affirmation or, upon demand of either party, shall require the parties or witnesses to testify under oath or affirmation.
- 5.7.5 The arbitrator's decision shall be submitted in writing no later than thirty (30) days after the conclusion of the hearing.
- 5.7.6 Issues related to the arbitrability of a grievance shall be decided by the arbitrator. If the College is challenging the arbitrability of the grievance it shall notify the grievant and obtain a second list of arbitrators from the FMCS for the limited purpose of determining arbitrability. The parties shall strike names in accordance with the provisions herein. This arbitration on the question of arbitrability must be resolved prior to a hearing on the merits of the grievance, however this provision shall not prevent striking names for an arbitrator to hear the merits of the grievance. The intent of this provision is to resolve the arbitrability question through the submission of briefs, supported with exhibits and/or affidavits as necessary or as determined by the arbitrator. If the arbitrator concludes that the issue is arbitrable the parties shall schedule the arbitration with the arbitrator selected to hear the merits of the case. If the arbitrator concludes the grievance is not arbitrable the grievance on the merits is dismissed and the issue is null and void.
- 5.7.7 The arbitrator's decision shall be in writing and shall include the decision, rationale and, if appropriate, the relief.
- 5.7.8 The arbitrator's decision shall be final and binding on the parties.
- 5.7.9 The arbitrator's fees and costs including the cost of the transcript shall be shared equally by the parties. Other costs shall be assumed by the party incurring the costs, including the cost of witnesses. Unless the grievant is represented by the Coalition, the College may require that the grievant post the party's share of the expenses in advance of the hearing.
- 5.7.10 The arbitrator shall have no power to expand or add to the rights the employees or the Coalition have under the terms of this Agreement.

ARTICLE 6 EMPLOYEE RIGHTS

- 6.1 The Coalition and the College agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. There shall be no rights implied beyond the specific terms of this Agreement except as expressly provided by the Public Employee Bargaining Act (PEBA), and the Coalition shall be the exclusive representative for the representation of these rights.
- 6.2 Employees shall be subject to disciplinary action only for just cause. Disciplinary action includes written reprimands, suspensions, demotions, or termination. Any employee who believes that they have been suspended without pay, terminated or demoted without just cause may file a grievance in accordance with this Agreement except as provided herein.
 - 6.2.1 In cases of employee termination, the College shall provide the employee with a written notice of termination as soon as possible. The notice shall include the reason (s) for the termination.

- 6.2.2 An employee who receives a written reprimand is allowed to have a meeting to review such reprimand with the level of supervision immediately above the level of supervision that issued the reprimand. A reprimand cannot be grieved or challenged other than the review contained in this section (6.2.2).
- 6.3 Prior to the implementation of discipline other than verbal or written warning or reprimand, the employee will be advised of the charges against the employee and given an opportunity to respond. If the discipline being contemplated is of such a nature as to result in the employee being placed on administrative leave with pay, the predisciplinary meeting shall be conducted as soon as possible. Upon request the employee will be allowed to be accompanied by a Coalition representative at this pre-disciplinary meeting however the employee must speak for him/herself. The representative may present the employee's side of the issue or assist the employee in doing so.
- 6.4 The parties may exchange information or documents they believe will help resolve the issue(s). The College will furnish the employee, upon written request, information/material contained in the employee's official personnel file. This does not apply to written statements of employees, citizens or others.
- 6.5 If the College removes an employee from work pending an investigation, that employee shall be placed on administrative leave with pay. This is not considered a suspension of the employee.
- 6.6 An employee may be accompanied by a Coalition representative at a grievance meeting as provided under this Agreement's grievance procedure, a meeting at which the employee is responding to formal written charges against the employee, a meeting initiated by the employee and the supervisor agrees with the employee's request for representation, or an investigatory meeting or interview that the employee reasonably believes will result in disciplinary action and the supervisor agrees with the employee's request for representation. An employee may tape record a meeting with a supervisor or an investigator but must first reveal to the supervisor or the investigator that the meeting is being recorded.

ARTICLE 7 COALITION RIGHTS

- 7.1 The following rights shall be granted exclusively to the Coalition, and shall not be granted to any other labor organization.
- 7.2 The College shall provide the Coalition payroll deduction for membership dues for employees who authorize the deductions in the amount designated by the Coalition. Membership dues cannot include any fines, donations, special assessments or any other payment other than the actual membership dues. The deductions shall be made provided the deduction request is submitted to the College's payroll office on a form authorized by the Coalition and the College. The deductions shall be made from employee paychecks for each pay period. The authorizations may be submitted to the payroll office at any time, and deductions will commence on the following payday. The deductions shall be transmitted to the Coalition within a reasonable period of time following each pay date at which the deductions were made. Employee authorizations shall be continuous and may be terminated at any time. The Coalition shall notify the Payroll Office of any change in the deduction amounts at least ten (10) days prior to the effective date of the new amount. The Coalition agrees to indemnify, defend, and render the College and Governing Board harmless for any action resulting from compliance with this provision.
- 7.3 The amount for membership dues to be deducted from each employee's wages will be certified in writing by the Coalition. In the event the amount of membership dues changes, the College shall implement such change within a reasonable time period.

- 7.4 Employee deductions may be terminated at any time by an employee contacting the College's payroll office and notifying the Coalition.
- 7.5 The College agrees to continue to allow the Coalition the right to use e-mail at the College and bulletin boards for the distribution and posting of Coalition information. Such information will be distributed and/or posted by Coalition representatives. For email communication utilizing the CNM email system the Coalition agrees to provide a copy in advance for approval or disapproval to the Marketing and Communication Office. Approval or disapproval shall normally be provided to the Union within 48 business hours after the Union submits the request. The College shall not unreasonably delay or unreasonably deny the Union's request. Email communication between a Coalition representative and an individual bargaining unit employee shall not be subject to review by MCO but shall be subject to all other provisions in this article. Nothing inflammatory, derogatory or disruptive to good labor-management relations shall be contained in the email, written documents, or materials to be distributed and/or posted or communications with any College student media. College resources shall not be used for any union activity including but not limited to political issues or a campaign for an individual candidate or an organization. In the event the College believes a violation of this provision has occurred it shall be brought to the attention of the Coalition President and the distribution/communication in question will be halted. Violations of this provision on the bulletin board may be removed at the College's discretion.
- 7.5.1 A College approved bulletin board will be provided by the Coalition and installed by the College in a mutually agreed upon location. No information that is inflammatory, derogatory or disruptive to CNM in any way may be posted on the board.
- 7.6 Upon approval from the Vice President for Student Services, or designee, Coalition representatives who are members of the bargaining unit or members of the Coalition grievance committee may be released from duty to confer with College representatives regarding grievances or the administration of this Agreement. Such time off will be without pay unless otherwise agreed to by the parties. Such time shall not be considered time worked for the purpose of computing overtime.
- 7.7 Coalition officials and/or representatives who are not College employees or who are not members of the bargaining unit shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not occur during the employee's paid duty time. Prior notice and approval at least forty eight (48) hours before the requested meeting must be submitted to and received from the Chief of Security. The visit shall not occur during the employee's duty time but he/she may be allowed to take leave without pay for the meeting at the discretion of the Chief of Security or designee.
- 7.8 Local Coalition representatives who are CNM employees are eligible for extended leave without pay to conduct Coalition business. The Coalition Representative may choose to request annual leave or personal leave. Such leave may be approved if it does not present an undue hardship or expense to the College and subject to the following conditions:
- 7.8.1 Written notice must be submitted at least fourteen (14) calendar days in advance of the time of the requested leave.
- 7.8.2 The Coalition representative shall suffer no loss of seniority.
- 7.8.3 The Coalition representative shall be eligible to continue group benefits as contained in this Agreement, provided he/she pays both the employee's and the College's portion of the premium cost.

- 7.8.4 The Coalition representative shall be returned to the job vacated, or one of equal pay.
- 7.9 The Coalition or any employee may not solicit Coalition membership while the employees are on duty.
- 7.10 The Coalition shall be allowed to use meeting areas in College buildings at no cost to the Coalition provided advanced scheduling has been made with the College and provided the meetings do not conflict with scheduled events or the College's facilities policy. Attendance at these meetings shall not occur during duty time.
- 7.11 The Coalition shall have the right to identify worksite representative for each College campus where bargaining unit employees are present. Within 30 days of the signing of this Agreement, the Coalition President shall notify in writing the College's Labor Relations Officer of the worksite representatives and changes within 10 days of when they occur. Within 10 days of the Coalition's notice, the College shall recognize these representatives as Coalition leaders at the worksites. Anyone whose name does not appear on the notification to the College's Labor Relations Officer shall not receive any recognition.
- 7.11.1 Worksite representatives shall conduct all Coalition business on non-duty time and shall not interfere with the duty time of other bargaining unit employees. If scheduling conflicts arise, the College shall permit worksite representatives to take leave without pay while on duty, to conduct Coalition business, provided it does not interfere with staffing requirements.
- 7.11.2 To promote workplace efficiency and harmony worksite representatives shall have the right on non-duty time to bring to the attention of the worksite supervisors concerns over the administration of the Agreement and other concerns affecting the bargaining unit employees.
- 7.11.3 Upon written request, the College shall, at no cost to the Coalition, provide the Coalition with a listing of bargaining unit employees arranged according to hire date and shall include current salary information for each employee. However, the College shall not be required to provide this list of bargaining unit employees more than three times a year. This is the only information the College is required to provide to the Coalition.
- 7.12 The Coalition will be allowed to appoint one bargaining unit employee to serve on any committee that includes bargaining unit employees formed by the Department for the purpose of discussing or making decisions affecting the wages, hours or working conditions of bargaining unit employees.
- 7.13 Upon commencement of this Agreement, the College shall, at no cost to the Coalition, provide a copy of the current SOP in electronic format and upon request, whenever the SOP is changed.

ARTICLE 8 MANAGEMENT RIGHTS

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

- 8.1 Determine the mission of the College and its division and departments:
- 8.2 Set standards:
- 8.3 Exercise control and discretion over the College's organization and its operations:
- 8.4 Direct employees of the College:

- 8.5 Hire, promote, assign, reassign, transfer, and retain employees in positions within the College and reprimand, suspend, demote, discharge or take disciplinary action against employees of the College:
- 8.6 Maintain the efficiency of the operations entrusted to the administration of the College:
- 8.7 Relieve employees from duties because of lack of work or lack of funding:
- 8.8 Determine the methods, means, staffing levels and personnel by which such College operations are to be conducted; and
- 8.9 Take actions as may be necessary to carry out the mission and functions of the College and maintain uninterrupted service to the students, instructors and other employees in situations of emergency should the College determine that uninterrupted services are in the best interest of the College, the students, instructors and staff.

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

ARTICLE 9 WORK SCHEDULES, EXTRA DUTY ASSIGNMENTS AND OVERTIME

- 9.1 The normal work week shall begin on Saturday, 12:01 a.m., and end on Friday at midnight within which full-time employees shall normally be assigned five (5) consecutive work days of eight (8) hours each. Alternative work schedules may be implemented in order to address either employees' or the College's verifiable needs, as determined by the Chief of Security or designee. Flexible work schedules may be implemented on an occasional and/or temporary basis. Employees affected by a schedule change shall receive reasonable notice of the change. Notification does not apply to emergencies or overtime.
- 9.2 A bargaining unit wide seniority system shall be used for overtime assignments provided the event for which the overtime is being offered is more than seven days hence, and provided the SOIs who are seeking to perform overtime for the event in question, indicate their interest no later than seven days before the event is to commence. For events that are to take place sooner than seven days, or if no officer from an outlying campus indicates an interest in performing overtime by the seven-day mark for events more than seven days hence, the employees who normally work at the campus where the overtime exists shall be notified, in order of seniority, and shall have first rights of work or refusal. If there are insufficient volunteers at the campus, the supervisor will hold over the least senior person at that campus on a rotating basis.
- 9.3 The practice of double shifts shall be minimized. No employee will be required to work more than two (2) double shifts back to back without a verifiable operational need.
- 9.4 Employees are allowed to eat while on duty so long as eating does not interfere with the operational needs of the College. Employees at all times must respond to the safety and security needs of the college. If the College decides to implement a structured unpaid lunch period employees will be given advance notice and eating will be limited to the scheduled lunch period.
- 9.5 The parties acknowledge that due to the nature of Security work structured breaks are not necessary.
- 9.6 The College reserves the right to introduce other work schedules due to verifiable institutional needs. Employees affected by schedule changes shall be given reasonable advance notice regarding the change. Notification does not apply to emergencies or overtime. If the change in

work schedules is for a duration of greater than one week and involves a group of employees, they shall receive five (5) work days advance notice.

9.7 Extra Duty Assignments and Overtime for Normal Duty Assignments Extra duty assignments are defined as assignments made to an employee that are outside of the employee's normally assigned work schedule. Extra duty assignments shall be made by seniority, however, on site availability takes precedence over seniority. If no volunteers are available assignments will be made by reverse seniority. These assignments may result in overtime payment if the employee has actually worked in excess of forty (40) hours in the designated work period. A list of extra duty volunteers shall be maintained and posted in a conspicuous location. Officers who wish to volunteer are responsible for putting their name on the list.

9.7.1 Extra Duty/Overtime will be assigned by management, and approved in advance by the Chief of Security or the Chief of Security's designee, based upon the needs of CNM. This is the only procedure that applies to the authorization of overtime. No employee is authorized to begin their shift early or end their shift late unless pre-authorization is obtained in accordance with this procedure. No employee may change their normal duty hours without written authorization from the Chief of Security or the Chief of Security's designee. Whenever an employee works overtime, the employee is responsible for recording the overtime on the time sheet that coincides with the pay period when the overtime is actually worked. Employees are required to work assignments they are given.

9.7.2 Employees who are assigned and work overtime will be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for time actually worked in excess of forty (40) hours in the work week.

9.7.3 Overtime records are in accordance with the College's Public Records Policy.

Scheduled Assignments

Periodically management will post extra duty assignments that are anticipated to become available. The extra duty assignments will be posted at all campuses on the same day and volunteers may begin signing up the next day. Employees may volunteer for such assignments. In the event two or more employees volunteer for the assignment at the exact date and time, seniority will be the determining factor if the department determines the employees have the interchangeable skills necessary to fulfill the needs of the department. An employee who does not report for an assignment for which they volunteered shall be considered absent without approved leave. If there are insufficient volunteers at the campus, the supervisor will hold over the least senior person at that campus on a rotating basis.

Unscheduled Assignments

Employees wishing to be contacted for unanticipated assignments shall notify the department in a manner determined by the Chief of Security and their names will be placed on a list. The department will attempt to contact no more than three (3) employees per event who have the particular skill needed to perform the assignment. In the event none of the three who are contacted accept the assignment, on a rotating basis the least senior employee with the particular skills needed will be held over or given an advance extra duty assignment. Employees who refuse 3 assignments during the bid cycle shall be dropped from the list for a period of four (4) months. It shall not be considered a refusal to not answer the phone, however if this appears to be a pattern, the employee will be given one warning and then dropped from the list for a period of four (4) months.

Operational Override

In the event the department determines in a particular circumstance that the extra duty/overtime assignment process will not meet the department's operational need, assignments will be made by the department to meet the operational need.

ARTICLE 10 HOLIDAYS AND HOLIDAY PAY

- 10.1 Paid holidays for regular full time bargaining unit employees will be determined by the College and designated as part of CNM's academic calendar. Bargaining unit employees shall be granted the ten (10) paid holidays below and the remaining holidays shall be designated by the College and approved by the Governing Board as part of the winter break. The following holidays, plus the winter break established by the College, shall be observed:
 - 10.1.1 Martin Luther King Day
 - 10.1.2 Memorial Day
 - 10.1.3 Independence Day
 - 10.1.4 Labor Day
 - 10.1.5 Thanksgiving Day
 - 10.1.6 The day after Thanksgiving Day
 - 10.1.7 The day preceding Christmas Day
 - 10.1.8 Christmas Day
 - 10.1.9 The day preceding New Year's Day
 - 10.1.10 New Year's Day
- 10.2 Employees assigned to work on their observed holiday shall receive two and one half (2-1/2) times their regular rate of pay for all hours worked on the holiday. Although part time employees do not receive holidays they will be paid 2 1/2 times their hourly rate for all hours worked on one of the above designated holidays.
- 10.3 In order to receive Holiday Pay for an observed holiday, an employee must either be at work or on an approved absence with pay (not including paid administrative leave as a part of the disciplinary process), both the workday before and the workday after the observed holiday.
- 10.4 A holiday which falls within an employee's approved annual leave (vacation) or approved sick leave shall not be deducted from the employee's annual or sick leave accrual.
- 10.5 When a holiday falls on an employee's regular day off, the holiday is normally granted on the work day immediately preceding or immediately following the employee's regular day off. If the holiday cannot be granted within the workweek, the employee shall be paid for the holiday and shall be granted time and one-half hours worked over 40 hours in the workweek to include the holiday hours. Normal days off that occur during the winter break are not eligible for holiday pay.
- 10.6 Holidays shall be considered time worked for the purpose of computing overtime.
- 10.7 Holiday Scheduling: The Chief of Security shall determine necessary holiday staffing requirements and require the necessary employees to work the holiday. Other employees will be given the holiday off.

ARTICLE 11 SENIORITY

- 11.1 Full time and part time employees shall have seniority within their job classification. Seniority, in regard to Reduction In Force only, shall be defined as the total length of continuous service with the College. Seniority in all other cases, shall include all continuous service with the department and shall apply from the employee's date of hire with the department. Seniority rights shall be applied separately to employees classified as regular full time and regular part time employees. When an employee moves from a full time position to a part time position or from a part time position to a full time position within the department, the employee's seniority date shall be the original date of hire regardless of whether the employee is in a full time or part time capacity. Ties are broken by a flip of a coin.
- 11.2 Time spent on an unpaid leave of absence shall not be counted toward seniority credit. However, the time spent on an unpaid leave of absence shall not represent a break of service. Otherwise, seniority shall only be broken upon separation from the College.
- 11.3 The College shall continue to maintain a seniority list of all employees. The list shall include the employees ranked in order of seniority and the date of hire of each employee. The Coalition will be provided a seniority list upon written request. However, the College shall not be required to provide this list of bargaining unit employees more than three times a year.

ARTICLE 12 EMPLOYEE EVALUATION

- 12.1 The primary purpose of employee evaluations will be the improvement of performance. Evaluations shall be based on conduct and performance. However, the existence of a performance evaluation system shall in no way preclude disciplinary action being taken regarding substandard work performance or employee misconduct.
- 12.2 Employees will be evaluated by the Chief of Security or other administrative personnel.
- 12.3 Employees will be evaluated at least once a year. The evaluation will be in writing and shall be presented and discussed during a meeting with the employee's evaluator.
- 12.4 Each employee will be given the opportunity to review and discuss the evaluation, and submit written comments on the evaluation report, which shall be made a permanent part of the evaluation.
- 12.5 Employees will sign the evaluation report acknowledging that the employee has read and received a copy of the report.
- 12.6 The evaluation report will be placed in the employee's official personnel file.

ARTICLE 13 JOB PLACEMENT, VACANCIES, PROMOTIONS, TRANSFERS AND REASSIGNMENTS

- 13.1 Vacancies for all positions in the bargaining unit that the College determines need to be filled shall be posted on the College website for a minimum of five (5) working days.
- 13.2 Employees who wish to be considered for vacancies may apply by following the directions provided on the vacancy posting or by contacting the Human Resources Department for specific instructions.
- 13.3 Vacancy postings will contain specific identification of the vacant position, the position's major duties and a deadline for submission of applications.

13.4 Selection will be based upon whomever CNM determines to best meet the needs of the College subject, but not limited to, such criteria as: education, experience, demonstrated ability, attendance and operational needs. When two or more internal full time applicants are determined by CNM to be equally qualified, seniority shall be considered. Management retains the right to reassign all positions and assignments to meet the needs of the College.

13.5 Qualified part-time employees shall be granted first consideration for any full-time bargaining unit position vacancy over outside applicants.

13.6 **Promotion**

13.6.1 A promotion occurs when a Security Officer I (SO1) moves to a supervisor position (Security Supervisor or Lieutenant SO3) through the application process.

13.6.2 The procedures for the promotional process will be developed by the College and applied to all eligible applicants. A representative of the Coalition may be present during the promotion process.

13.6.3 The College will determine all available vacancies and once validated, post all positions available for promotion. The posting will include the criteria required for promotion.

13.6.4 All promotions will be awarded to the most qualified applicant. Qualified bargaining unit members will be given first consideration for promotion. If no suitable candidates are found internally, the supervisor position(s) will be made available to external applicants.

13.6.5 All scores from the various assessments of the promotion process will be ranked; the candidate with the highest score will be placed first on the list. The list will be forwarded to the Chief of Security for evaluation. Selection into a supervisor position is the exclusive determination of the Chief of Security and shall not be subject to the grievance process or review.

13.7 **Shift Bid**

All work assignments, shift and days off assignments and location assignments are subject to change to meet the verifiable operational needs of the College. A bidding process shall be established by the Director, that allows employees to bid based upon their seniority for available campuses, shifts, workdays and days off. The physical bidding process will take place over the telephone or in person. If the officer chooses to bid over the telephone it is the responsibility of the officer to call in his/her bid at their scheduled time. The Chief of Security or his designee must both be satisfied that the person on the phone is the officer in question. Officers are required to have a valid phone number on file. Each officer will be allotted 10 minutes to conduct his/her bid. If the officer has not submitted their bid in his/her time window, that officer will be moved to the bottom of the seniority list. If the bid is ahead of schedule, management will call the next officer on the list to determine if that officer is able to bid early, or elects to wait until their assigned time. A proxy bid will be provided to officers if the officer is sick or on approved leave. The Coalition executive or appointed representative will be allowed to be present for the physical bidding process. The bid will be implemented every six months in December and June. Vacancies that occur during the bid process shall be filled by the Chief's assignment. If double shifts or flex shifts are known prior to the bid they shall be made part of the bid. Prior to the implementation of the bid, the Coalition President will be provided a copy

of the bid offerings and will be allowed ten (10) work days to provide input and/or recommendations.

- 13.8 When making reassignments after the bid process management may attempt to meet the needs of the College through the use of volunteers or reverse order of seniority. When such a reassignment involves a change of work hours or location (campus), the employee will be provided with reasonable notice.
- 13.9 An employee who has already completed a trial period shall not be required to complete another trial period after being accepted for another bargaining unit position.

ARTICLE 14 NONDISCRIMINATION

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

ARTICLE 15 PERSONNEL FILES

- 15.1 The College shall maintain an official personnel file for each employee. The file will be maintained in the Human Resources Department.
- 15.2 An employee shall be permitted to review and copy material contained in the employee's official file. An employee's official file shall be available for inspection within a reasonable time after it has been requested. The employee shall be required to show proper identification. A designated representative of the Human Resources Department shall be present during the file review.
- 15.3 No anonymous or unsigned information may be placed in any employee's official file. Incident reports made to the supervisor shall not be placed in the official file maintained by the Human Resources Department until such report has been investigated.
- 15.4 The employee has the right to be accompanied by any individual while examining one's official file.
- 15.5 An employee may designate a Coalition representative to have access to the employee's official file as long as such designation is done in writing.
- 15.6 Except for routine file maintenance material, the College shall provide an employee a copy of any document prior to the placement of the document in the official file. The employee shall be asked to sign the document in order to verify that the employee has seen the document.
- 15.7 The College will honor reasonable requests for a copy of an accessible document in the official file for the employee. The employee may be required to assume a reasonable cost for the copies unless the copies are available in electronic format.
- 15.8 Any information or materials which are derogatory to an employee's conduct, service, character or personality shall not be placed in an employee's official file unless the employee has been given the opportunity to examine the information or material.
- 15.9 The employee has the right to respond in writing to anything placed in the employee's official file and have such response placed with the material to which the response relates.
- 15.10 The department may maintain a separate administrative working file and a separate supervisor working file for each employee that is not accessible to the employee. Information contained in the working file concerning performance shall not be used as the sole basis for disciplinary

action, unless the employee has been apprised of the information and provided an opportunity to respond and challenge the information.

- 15.11 A person reviewing an official file may be required to sign and date a form maintained in the personnel file.
- 15.12 Information contained in the official file shall not be purged as doing so is considered the destruction of a public record.

ARTICLE 16 LEAVES

16.1 General Provisions

All leave is subject to supervisory approval. No leave time may be used for a day for which the employee is not scheduled to work. No leave time can be converted to a cash payment to the employee except in accordance with Article 16.12.3 or when employment is terminated. Sick and personal leave will not be approved for days upon which the employee previously requested to use annual leave and the leave request was not granted unless verifiable proof of illness or emergency is provided by the employee to the supervisor.

16.1.1 Immediate family: The immediate family of an employee is the spouse or domestic partner, child, stepchild, grandchild, parent, stepparent, sister, stepsister, brother, stepbrother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law or others who reside in the same household with the employee, or a person *in loco parentis* (a person who is acting in place of a parent or who is in the care of a person acting in place of a parent).

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

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

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

16.2 Bereavement Leave

16.2.1 Three days of leave with pay may be granted to an employee for death in the immediate family of the employee calculated at eight hours per day for full-time employees and four hours per day for part-time employees. If additional leave is required, the employee may take annual or personal leave or leave without pay. Bereavement leave is not cumulative, nor is it deducted from an employee's sick leave. The supervisor may require verifiable proof of death and proof that the decedent is an immediate family member.

16.3 Illness in Immediate Family

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

16.4 Sick Leave

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

16.4.2 Full-time employees will accrue four (4) hours of sick leave per biweekly pay period. A part-time employee will accrue sick leave proportionate to full-time employees in the bargaining

unit based upon the hours worked per pay period. No leave is accrued for working beyond 40 hours per week.

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

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

16.4.5 Employees, who have exhausted all paid leave due to the serious illness or injury of a qualified individual, may be eligible for salary and benefits continuation under the college's catastrophic leave donation program.

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

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

16.5 Payment for Accrued Sick Leave

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

16.6 Medical Leave

16.6.1 When a full-time employee is unable to perform essential job functions because of a serious health condition, the employee is entitled to medical leave without pay under the Family and Medical Leave Act for a period not to exceed 12 weeks during any 12-month period. The employee may substitute appropriate accrued leaves for any part of the 12 week period.

16.6.1.1 Medical certification is required.

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

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

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

16.6.1.5 An employee is eligible for up to 12 weeks of medical leave under this section, up to 12 weeks of Family Leave under Section 16.7, or a combination of both totaling 12 weeks. In no event shall an employee be eligible for more than 12 weeks of medical and/or family leave taken under Section 16.6 and/or Section 16.7 in any 12-month period.

16.7 Family Leave

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

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

- 16.7.1.1.1 Sick leave may be substituted only if the family leave is being used for care of the employee's spouse, child or parent in case of a serious health condition.
 - 16.7.1.1.2 Accrued paid annual leave and personal leave may be substituted in all cases of family leave.
 - 16.7.2 The 12-month period referred to in this section shall commence on the date the family leave begins.
 - 16.7.3 The employee will have the rights set out in the Family and Medical Leave Act.
 - 16.7.4 If the employee participates in College insurance plans, the College will pay the employer share of insurance benefits for the length of the leave up to 12 weeks.
 - 16.7.5 Where two spouses are College employees, they shall be allowed a total of 12 weeks of family leave between them in any 12-month period for the birth or adoption of a child or placement of a foster child or to care for an ill parent. If the leave is requested for either spouse's own serious health condition or the serious health condition of the couple's child, each spouse shall be entitled to separate family leave.
 - 16.7.6 An employee is eligible for up to 12 weeks of Family Leave under this section, up to 12 weeks of Medical Leave under Section 16.6, or a combination of both totaling 12 weeks. In no event shall an employee be eligible for more than 12 weeks of family and/or medical leave taken under Section 16.7 and/or Section 16.6 in any 12-month period.
- 16.8 Personal Leave
 - 16.8.1 One (1) day (eight hours) of personal leave per fiscal year with pay shall be granted to full-time employees. Four hours of personal leave per fiscal year with pay shall be granted to part-time employees.
 - 16.8.2 Personal leave may be taken with the approval of the Director of Security.
 - 16.8.3 Unused personal leave will be converted to sick leave at the end of the fiscal year.
- 16.9 Assault Leave
 - 16.9.1 Employees who suffer a loss of time resulting from an injury or disability caused by an assault while acting within the scope of their duties are eligible for sick leave, annual leave, personal leave, leave without pay and/or Worker's Compensation.
- 16.10 Court Leave
 - 16.10.1 Leave with full pay shall be granted an employee for court legal process including jury duty, response to subpoena or other legal process which requires an absence from duty for other than personal matters. Leave with pay will not be granted to an employee pursuing a claim or called to testify against CNM.
 - 16.10.2 Leave without pay may be granted to an employee to appear in court to assert or protect the employee's own interests.
 - 16.10.3 To avoid double payment, the employee shall make suitable arrangements to turn over any compensation received from the legal proceeding to the College. Compensation shall not include mileage payments.
 - 16.10.4 An employee shall notify his/her supervisor on his/her first workday after receipt of a notice to report for jury duty and shall furnish satisfactory evidence that jury duty was

performed and the amount of compensation received for such service on the days for which payment is claimed.

- 16.10.5 If an employee is notified to do so by his/her supervisor when he/she is excused from jury service either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his/her scheduled workday; provided, no employee shall be required to report for work on any day on which he/she has served and been compensated by the court for at least eight (8) hours jury duty; nor shall any employee who reports back to work under this section be required to work more than ten (10) hours, less the number of hours for which he/she served and was compensated for by the court on that day.

16.11 Military Leave

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

16.12 Annual Leave

- 16.12.1 Regular full and part-time employees will accrue annual leave in accordance with the incremental schedule contained the Employee Handbook. Policies pertaining to annual leave will also be managed in accordance with the Employee Handbook.
- 16.12.2 When an employee's vacation is interrupted by hospitalization, which has been verified by a physician, such interrupted vacation leave shall be rescheduled at a time mutually agreeable to the supervisor and the employee. Such period of illness shall be charged to available sick leave.

16.13 Absence Without Leave

- 16.13.1 Employees who are to be absent from work shall call their supervisor in accordance with work place practices and procedures in effect or instructions from their supervisor. Employees shall be provided with copies of the procedures for calling their supervisor. Failure to follow procedures, practices or instructions may result in denial of leave approval and/or disciplinary action.
- 16.13.2 Failure of an employee to notify the College of an absence for more than three (3) consecutive days will be considered job abandonment and treated as a voluntary resignation. The requirement to notify may be waived in the event that the College determines the employee was unable to give proper notification by events beyond the employee's control, and that notification was given as soon as possible.
- 16.13.3 Work place absences are subject to the approval of the supervisor.

16.14 Leave Without Pay

- 16.14.1 The College may grant leave without pay outside the Family and Medical Leave Act when the leave can be granted without detrimental effect on the College.
- 16.14.2 The College reserves the right to assign such an employee to an alternate position of the same grade at the conclusion of such leave if the position must be filled during the absence and is not vacant at the conclusion of the leave.
- 16.14.3 Reasons for leave without pay may include, but are not limited to, extended parental leave, illness in the immediate family, extended sick leave, extended personal leave, part-time leave, and leave for Coalition business.

16.15 Professional Leave

16.15.1 Professional leave is provided for professional development, professional organizational activities, and CNM-related professional activities.

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

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

16.15.4 Granting of such leave shall not be considered precedent.

ARTICLE 17 CONTRACTING OUT

17.1 The College has the right and responsibility to determine what work is to be performed and by whom it shall be performed, subject to the provisions and limitations of Article 30.

17.2 If the College anticipates contracting out security services that will result in the layoff of bargaining unit employees, the Coalition shall be provided 45 days advance notice.

17.3 Prior to making a final determination, the Coalition shall be permitted to present alternatives to contracting out Security Services including cost savings measures. In the event that the College and the Coalition agree on cost saving measures that may alleviate the need to contract out, they shall be implemented.

17.4 In the event the College allows bidding on the provision of contract Security Services, the employees shall be allowed to bid to the extent allowed by law.

ARTICLE 18 HEALTH AND SAFETY

18.1 The College will continue to provide healthful and safe working conditions.

18.2 The College will comply with all health and safety laws.

18.3 Employees shall observe all health and safety rules.

18.4 Once per term the Coalition Representative or designee may meet with the safety committee to provide input related to the concerns of the bargaining unit. This meeting cannot result in an overtime situation. In the event bargaining unit employee(s) are appointed to the Campus Safety Committee, the employee appointed shall be based upon the recommendation of the Chief of Security or the Chief of Security's designee.

18.5 All hazardous or potentially hazardous conditions shall be reported to the employee's immediate supervisor. If the condition is not remedied, it may be referred to the Campus Safety Committee.

ARTICLE 19 INSURANCE

19.1 Each employee shall be eligible for the benefits set forth in this section unless otherwise indicated. Upon employment by the College, an employee shall be provided a complete explanation of the benefits to which the employee is entitled. The explanation will be provided during New Employee Orientation. Each employee shall be provided with online access to a brochure describing plan benefits for each plan chosen by the employee.

19.1.1 The provision of these benefits shall be administered in accordance with the Employee Handbook. However, the inclusion of this provision in no way makes any portion of the Employee Handbook subject to the grievance procedure contained in this Agreement.

- 19.2 Employees are responsible for paying their portion of the premium for insurance. Employee premiums shall be deducted from the employee's paycheck. Employees have the option to participate in CNM's Pre-Tax Premium Plan.
- 19.3 The College will continue to make available coverage under Group major medical, vision, dental, and life insurance.
- 19.3.1 Premiums for the insurance coverages offered to bargaining unit employees are based upon the cost of such premiums being split between the College and the employee on a percentage basis, based upon the employee's income level, in accordance with the College's practices, except for Basic Life Insurance which is paid for by the College, and Voluntary Life Insurance which is paid for by the employee based on the employee's age. Should there be an increase in the premium, such cost shall be apportioned based upon the respective percentages paid by the College and the employee. In the event the College changes insurance providers, the premium will continue to be based upon a sliding scale in accordance with the College's practices.
- 19.3.2 The parties acknowledge that changes in benefits provided herein may occur from time to time during the course of this Agreement. The College will share information with the Coalition as changes occur and when appropriate, in advance of the changes being implemented.
- 19.4 Employees who choose to participate in these insurance programs will have their premium payments deducted through payroll deductions for all coverage. Employees who do not receive a paycheck for any reason, will be responsible for making the required premium payments in order to retain insurance coverage. Employees will be given the opportunity to pay the missed premium before coverage is cancelled. At a minimum, notice of the requirement to pay the missed premiums will be sent via CNM email.

ARTICLE 20 UNIFORMS AND EQUIPMENT

- 20.1 The College will provide CNM-approved uniforms and CNM-approved footwear (black) to employees during the term of this Agreement. The College will also provide replacement uniforms and footwear (black) for CNM-issued items that are torn, damaged, or have otherwise exceeded their useful life, provided the unserviceable condition is the result of fair wear and tear that derived from activities, which took place while working. Only CNM approved uniforms and CNM approved footwear are authorized to be worn while on duty. Uniform attire will be paid for by CNM with up to \$200 for footwear.
- 20.2 Employees who suffer a loss of personal property while fulfilling responsibilities during the scope of their employment shall be eligible for repair or replacement of such personal property in accordance with CNM policy. To be eligible for this benefit, employees must receive prior written approval to be in possession of the property in question, unless the personal items are commonly used, worn, or maintained by employees and are not otherwise prohibited. Typical items would be accessories such as glasses, sunglasses, and watches.
- 20.3 CNM shall maintain an accounting system to record the issuance of equipment, uniforms, and boots. Employees who terminate employment with the College are required to return CNM issued equipment, uniforms, and boots as directed by the Chief of Security. Normal wear and tear and life expectancy of equipment and uniforms shall be taken into account. Employees who do not comply with this requirement will have the cost of such items deducted from their final paycheck.

ARTICLE 21 COMMITTEES

- 21.1 The Coalition shall be notified ten (10) days in advance of the formation of a College Committee on which Security employees will serve, and the Coalition shall select the Security member(s) who will serve on the committee.

ARTICLE 22 CALLED-IN EMERGENCY

- 22.1 Whenever an employee, who has completed their normal workday and has left the College, is called back to work from home, they will receive a minimum of two (2) hours of pay for work. This shall include reasonable travel time from their residence.
- 22.2 This provision shall not apply when overtime hours worked are an extension of the normal workday. Such time shall not be pyramided for premium compensation purposes.

ARTICLE 23 EDUCATIONAL BENEFITS

- 23.1 The College shall continue to offer educational benefits to support and encourage professional development and career advancement among employees.
- 23.2 An employee with unsatisfactory performance may be denied this educational benefit.
- 23.3 Security Officers and their dependents are eligible for educational benefits as authorized by the CNM policy contained in the Employee Handbook.

ARTICLE 24 DRUG AND ALCOHOL POLICY

- 24.1 The College is required to maintain a drug/alcohol-free workplace in accordance with the Drug-Free Workplace Act of 1988. Possession, consumption, and/or being under the influence of drugs or alcohol while on duty or on the College's premises is prohibited. Employees who test positive for drugs or alcohol while on duty will be terminated from their employment with the College. Employees are required to cooperate with all testing procedures as a condition of employment. Failure to cooperate will result in the employee's termination of employment at the College.
- 24.2 The parties recognize that drug abuse violations by Security personnel are a safety hazard. The parties further recognize that such violations constitute a security risk to the College, constitute a violation of ethical standards expected of Security personnel, and may constitute criminal activity.
- 24.3 The College's response to an allegation of an officer being under the influence of drugs and/or alcohol while on duty will be based on reasonable suspicion and shall result in the removal of the officer from his/her post pending further investigation and testing. Officers who are removed from their post or other duty, will be placed on administrative leave with pay pending the completion of the investigation.
- 24.4 In order to protect the rights of both the employees and the College, CNM will obtain the services of a third party contractor to take samples and administer alcohol and drug testing. Such contractor shall be qualified in accordance with industry standards for such business.
- 24.5 Drug/alcohol testing of the officers will be the result of reasonable suspicion as it relates to the employee's actions, appearance, behavior, speech or body odor indicating possible violations of the College's drug/alcohol policies or in compliance with a random drug/alcohol testing program. Testing will not be for capricious purposes.
- 24.6 Testing will not occur on the employee's day off (unless returning to work for a prescheduled extra duty assignment) or other non-administrative leave period unless such testing is periodic testing as part of a return to work agreement pursuant to an employee's self referral to the

- Employee Assistance Program. Other than self-referral situations, all testing will be administered on paid time.
- 24.7 The College shall maintain alcohol and drug-free awareness programs to inform employees about the risks and issues of substance abuse. Information and referral for treatment will be available through the Employee Assistance Program. The College will observe confidentiality regarding requests by employees for any type of substance abuse counseling information or assistance.
- 24.8 The College, at its sole discretion, may administer drug/alcohol testing when there is reasonable suspicion that an employee is in possession of, consuming or under the influence of drugs and/or alcohol. A referral for testing will be based on contemporaneous, articulable observations of the employee's actions, appearance, behavior, speech or body odor. Such referrals will be made by personnel who have received training concerning the signs and symptoms of drug/alcohol abuse. Failure of an employee to cooperate in such testing shall result in the employee's termination.
- 24.9 It is recognized that the College will promulgate additional drug/alcohol policies including but not limited to post accident testing and random drug testing procedures in order to ensure a drug/alcohol-free workplace. Prior to the implementation of additional policies and procedures, the Coalition will be given the opportunity to review the proposed policies and/or procedures and provide input to the Executive Director of Human Resources. All forms of testing will adhere to appropriate protocols to insure employees have an opportunity to identify any prescription or over the counter drugs or medications they are taking that may generate a "false positive" prior to the time the test is administered.
- 24.10 Employees who self refer for treatment due to substance abuse problems are subject to periodic substance abuse testing as a condition of continued employment and/or a return to work agreement.
- 24.11 The College will conduct random drug testing of the security department at a minimum of 5% and a maximum of 10% on a monthly basis. The first drug test will be 100% of Security Officers I.

ARTICLE 25 MAINTAINING MINIMUM QUALIFICATIONS

- 25.1 The parties recognize that there are certain licenses and/or certifications required to perform the duties of employees in the bargaining unit. Such licenses and certifications will be clearly and specifically identified in the respective job posting and job classification.
- 25.2 Employees who are required by the College to be certified or licensed in order to maintain their current job will be permitted to take, during work hours, recertification classes during the term of this Agreement.
- 25.2.1 In the event that the College requires existing employees to obtain certification or licenses beyond those identified in the employee's job classification, such employee will be permitted a reasonable time as determined by management, commensurate with licensure or certification to obtain the certificate or license.
- 25.2.2 These provisions shall not apply to a driver's license.
- 25.3 Employees who fail to maintain the required licenses and/or certifications for their position may be removed from their position at the discretion of management. Employees removed from their position under these circumstances may be terminated or placed in another position at the discretion of management.

ARTICLE 26 NO STRIKE OR LOCKOUT

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

ARTICLE 27 EMPLOYEE INVESTIGATIONS

- 27.1 The College reserves the right to investigate all allegations of employee misconduct.
- 27.2 An employee may be placed on administrative leave with pay during an investigation involving that employee.
- 27.3 During an employee investigation, no documentation related to the matter under investigation will be placed in the employee's personnel file until the investigation is completed.
- 27.4 If charges are filed against an employee, the employee will be provided the opportunity to respond to the charges prior to the imposition of any disciplinary action at a pre-disciplinary meeting.
- 27.5 Employees in the bargaining unit will cooperate in all investigations conducted by, or on behalf of, CNM. Failure to cooperate may be the basis for disciplinary action or termination.
- 27.6 Prior to imposition of discipline other than a verbal or written warning, the employee will be advised of the charges against him/her and given an opportunity to respond. The response may be verbal or in writing. The employee may be accompanied by a representative of their choosing when responding to charges contained in a pre-disciplinary meeting notice however the employee must speak for him/herself. The representative may present the employee's side of the issue or assist the employee in doing so.

ARTICLE 28 PROFESSIONAL DEVELOPMENT AND INSERVICE PROGRAMS

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

ARTICLE 29 JOB CLASSIFICATIONS

- 29.1 The parties agree that classification descriptions are intended to provide a general description of the duties to be performed by the employee, which may not be an all-inclusive list of duties.
- 29.2 Employees are responsible for performing the work assigned to them.
- 29.3 Employees shall be provided a copy of their classification description and job schedules upon request so long as such request is made in such a manner as to not interfere with the work being performed by the employee.

- 29.4 The College may modify classification descriptions on an as needed basis. If job classifications are modified by the College the Coalition and all affected employees will be notified in writing.
- 29.5 Upon request by the Coalition, the parties shall meet to discuss the modifications. The Coalition may make recommendations regarding the content of modified classification descriptions.

ARTICLE 30 REDUCTION IN FORCE

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

ARTICLE 31 COMPLETE AGREEMENT

- 31.1 The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This agreement replaces any and all previous agreements between the parties.

- 31.2 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 College and the Coalition, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.
- 31.3 Prior to making significant changes in terms and conditions of employment not covered by this Agreement, the College will make a good faith effort to identify issues that warrant prior discussion with the Coalition and will bring those issues to the Labor Management Committee for discussion and input, as provided in Article 37 of this Agreement.
- 31.4 Issues may arise that have not been anticipated. The parties may agree to resolve the issue through an M.O.U. (Memorandum of Understanding).

ARTICLE 32 WAGES

Effective July 1, 2021, all bargaining unit employees shall receive a 1.5% increase to their hourly rate of pay provided complete agreement is reached on a successor agreement. Pay increases and decreases during the term of this Agreement shall be decided by the Governing Board.

Employees who receive a pay increase during their trial period, or who are hired at a higher entry rate as a result of budget action that is effective at the beginning of the fiscal year (July 1st), shall not be eligible for another increase, as a result of the current negotiation session, when they enter the bargaining unit by completing their trial period. However, these employees shall be eligible for any pay increase that occurs thereafter in accordance with the next normal collective bargaining cycle.

ARTICLE 33 SHIFT PREMIUMS

- 33.1 Employees who work the graveyard shift will receive a shift differentials of \$0.42 per hour .

ARTICLE 34 SEVERABILITY

- 34.1 If any portion of this Agreement is determined by a final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

ARTICLE 35 AGREEMENT COPIES.

- 35.1 This Agreement shall be posted on the CNM website.

ARTICLE 36 AGREEMENT DURATION

- 36.1 The term of this Agreement shall commence upon the signature of the parties and expire on June 30, 2024, and may be reopened each year on the anniversary date of the Agreement on the limited issue of wages and two non-economic items, one per party.

36.2 By mutual agreement the parties may utilize the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) and/or other neutral third party to assist in the process through mediation or fact-finding.

ARTICLE 37 LABOR MANAGEMENT COMMITTEE

37.1 In order to establish on-going dialogue and communications, the parties agree to form the Labor Management Committee meetings.

37.2 The Labor Management Committee shall consist of up to three (3) security officers appointed by the Coalition President and up to three (3) representatives of the College appointed by the Vice President of Finance and Operations with a chain of command that includes the Security Department.

37.3 The Labor Management Committee shall meet at mutually agreed upon times and locations and shall discuss issues of mutual concern regarding the administration of this Agreement. By mutual agreement the committee may issue a report with the recommendations to the Vice President and the Chief of Security.

37.4 Any written agreements reached as a result of such meetings shall not be binding upon the parties unless signed by the Coalition President and the President of the College.

ARTICLE 38 PAYMENT OF WAGES

38.1 Employees will normally be paid every two weeks.

38.2 Payday will normally be on Friday. In the event that payday falls on a holiday, payment may be made on the preceding or next workday.

SIGNATURES

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

New Mexico Coalition of Public Safety Officers Central New Mexico Community College

By: 
Chief Negotiator


Chief Negotiator

By: _____
President


President

Date: June 9, 2021

Date: June 9, 2021