

New Mexico Highlands University

COLLECTIVE BARGAINING AGREEMENT

August 2010- June 2013

Approved by:

NMHU Faculty Association

September 2, 2010

NMHU Board of Regents

September 3, 2010

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TABLE OF CONTENTS

ARTICLE 1.	AGREEMENT	1
ARTICLE 2.	DEFINITIONS	2
ARTICLE 3.	RECOGNITION	3
ARTICLE 4.	AGREEMENT CONTROL	4
ARTICLE 5.	FUTURE NEGOTIATING PROCEDURES	5
ARTICLE 6.	NO STRIKE OR LOCKOUTS.....	6
ARTICLE 7.	INDIVIDUAL FACULTY RIGHTS.....	7
ARTICLE 8.	ASSOCIATION RIGHTS.....	9
ARTICLE 9.	MANAGEMENT RIGHTS.....	10
ARTICLE 10.	OUTSIDE EMPLOYMENT.....	11
ARTICLE 11.	FRINGE BENEFITS	12
ARTICLE 12.	WORKLOAD AND WORK HOURS.....	15
ARTICLE 13.	WORK UNDER EXTERNAL FUNDING	18
ARTICLE 14.	SABBATICAL LEAVES	19
ARTICLE 15.	ACADEMIC FREEDOM.....	24
ARTICLE 16.	EMPLOYEE INVESTIGATIONS.....	25
ARTICLE 17.	PERSONNEL FILE.....	26
ARTICLE 18.	LEAVES OF ABSENCE	27
ARTICLE 19.	SAFE WORKING CONDITIONS	29
ARTICLE 20.	FACILITIES AND EQUIPMENT	30
ARTICLE 21.	REDUCTION IN FORCE/SENIORITY	31
ARTICLE 22.	MENTORING AND FACULTY PROFESSIONAL PLANS.....	34
ARTICLE 23.	EVALUATION	36
ARTICLE 24.	POST-TENURE REVIEW	48
ARTICLE 25.	SALARIES	51
ARTICLE 26.	NMHU CENTERS	52
ARTICLE 27.	TERM OF AGREEMENT	53
ARTICLE 28.	PROCEDURES FOR DISMISSAL OF A TENURED FACULTY MEMBER FOR CAUSE OR DISMISSAL OF TENURE-TRACK FACULTY DURING HIS OR HER APPOINTMENT CONTRACT.....	54
ARTICLE 29.	GRIEVANCE	57
ARTICLE 30.	EMPLOYER’S POLICIES.....	63
ARTICLE 31.	WAIVER.....	64
ARTICLE 32.	SAVING CLAUSE.....	65
APPENDIX A.	MATERIALS FOR THE TENURE/PROMOTION DOSSIER.....	66

ARTICLE 1**AGREEMENT**

This Agreement is made and entered into by and between New Mexico Highlands University, hereinafter referred to as the "University", and the New Mexico Highlands University Faculty Association, hereinafter referred to as the "Association."

ARTICLE 2

DEFINITIONS

- 2.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.
- 2.1.1 "Bargaining Unit" shall mean all tenured and tenure-track faculty members at NMHU with less than 50% administrative release time.
 - 2.1.2 "University" shall mean New Mexico Highlands University or NMHU.
 - 2.1.3 "Association" shall mean the New Mexico Highlands University Faculty Association.
 - 2.1.4 "Board" shall mean the New Mexico Highlands University Board of Regents.
 - 2.1.5 "Faculty" shall mean all Bargaining Unit faculty members unless explicitly stated otherwise.
 - 2.1.6 "President" shall mean the chief executive officer of New Mexico Highlands University.
 - 2.1.7 The use of the term "Chair" shall mean the Department Chair for each academic unit with a designated Chair, and the Dean of the School for those academic units without a designated Chair.
 - 2.1.8 The use of one gender term shall be interpreted as including the other gender.
 - 2.1.9 "Day" shall mean one working day.

ARTICLE 3**RECOGNITION**

The University recognizes the Association as the sole and exclusive representative of the members of the Bargaining Unit for purposes of collective bargaining with the University. This Agreement acknowledges the Faculty, through the Faculty Senate, as a partner in shared governance with the University's Administration and Board of Regents.

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 any University policy, regulation, or directive conflicts with any provision of this Agreement, the Agreement provision will control.
- 4.3 This Agreement may only be modified or waived through a written agreement between the parties.
- 4.4 The University will not implement any change that specifically conflicts with, and will abide by, the terms of the Agreement.
- 4.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied to all members of the Bargaining Unit.
- 4.6 This Agreement supersedes the *Faculty Handbook* with respect to members of the Bargaining Unit for any matter addressed in this Agreement. For those issues not covered in this Agreement, but covered in the *Faculty Handbook*, the most recent *Faculty Handbook* shall apply. An alleged violation of the Faculty Handbook may only be grieved under the procedures outlined in the Faculty Handbook.

ARTICLE 5

FUTURE NEGOTIATING PROCEDURES

- 5.1 Negotiations for a successor agreement may be initiated by either party by submitting a notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred fifty (150) calendar days and no later than one hundred twenty (120) calendar days prior to this Agreement's termination date. Within five (5) work days of receipt notice, the party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations.
- 5.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the Agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.
- 5.3 An impasse in collective bargaining negotiations shall be resolved in accordance with the procedures set forth in the "New Mexico Highlands University Labor Management Relations Resolution".

ARTICLE 6**NO STRIKE OR LOCKOUTS**

- 6.1 The Association and its members will not encourage, support or participate in any strike as defined in the "New Mexico Highlands University Labor Management Relations Resolution."
- 6.2 The University will not cause, instigate, or engage in lockouts of faculty.

ARTICLE 7

INDIVIDUAL FACULTY RIGHTS

- 7.1 The university administration will conduct all electronic communications with faculty through the university email system. The only exception to this policy is when the administration responds to a faculty member's message that is sent from a private email account: in such cases, the response is to be considered "official".

While recognizing that many faculty have no summer duties, they are strongly urged to check their Highlands email accounts regularly, as there could be information sent to those accounts that will have immediate benefit or relevance to them (for example, health insurance updates) or that will require action within fixed time constraints.

Members of the Bargaining Unit may use University phones, fax machines, computers, email, internet connections, and copiers (hereinafter referred to collectively as "University resources") for personal use, including Association activity, consistent with this article. Faculty members should be mindful of the necessity for conducting themselves with the highest ethical principles; of avoiding any action that may be viewed as a violation of the public trust in the use of these University resources; and of their responsibility to act so that others are not deprived of access to these same resources as they perform their duties. It is the faculty member's responsibility to ensure that his or her use of University resources cannot be misconstrued as the actions of the University. Faculty members do not have a right or expectation to privacy as it relates to information or data contained on, or accessed through, such University resources.

- 7.2 The obtaining or viewing of information or data contained on, or accessed through, University resources will occur only under the following conditions: a) the University Affirmative Action Officer is physically present and b) the said purpose of obtaining information or data is stated in writing and authorized by the President of the University. Any information or data obtained shall be held in strict confidence and released only to the University Administration and to the Faculty Affairs Committee, if appropriate. The use and release of any information or data obtained shall follow State and Federal statute. Faculty members are responsible for the safekeeping and care of University resources in their possession.
- 7.3 General Guidelines: The personal use of such University resources is permitted only in compliance with the criteria listed below.

7.3.1 The cost to the University must be negligible.

7.3.2 The use must in no way undermine the use of University resources for official purposes.

7.3.3 The faculty member must make clear that the use neither expresses nor implies sponsorship or endorsement by the University.

- 7.3.4 The use must not interfere with a faculty member's obligation to carry out University duties.
- 7.3.5 The use must be consistent with State and Federal laws regarding, obscenity, and libel, as well as State and Federal laws and University Policies prohibiting the use of University resources for political activity and the marketing of products or services.
- 7.3.6 Users should be aware that internal or external audits or other needs may require examination of uses of University resources and should not expect such uses to be free from inspection.
- 7.3.7 Personal mail shall not be sent using university-paid postage.

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

- 7.4 University desk phones and fax machines are for business purposes. As such, personal calls and faxes should be kept to a minimum. In the event that it is necessary to make a personal long distance call, the call should be charged to a faculty member's personal credit card or home phone whenever possible. If a personal long distance call or fax is charged to a University desk phone or fax machine, the faculty member is responsible for identifying that the call is personal on the monthly statements sent from Information and Technology Services and for reimbursing the University for such calls.
- 7.5 Faculty Student Relationships

The paramount responsibility of each faculty member is teaching and advisement. It is imperative that the integrity of this relationship remain professional. This relationship entrusts the faculty member with authority over the student as mentor, educator, and evaluator. This relationship must be protected from influences or activities that may interfere with this authority. Whenever a faculty member is responsible for the academic supervision of a student, a romantic or sexual relationship, even if consensual, is inappropriate, unacceptable, and punishable under Article 16 of this Agreement, unless fully disclosed and appropriate accommodations are approved by the VPAA.

ARTICLE 8

ASSOCIATION RIGHTS

The Association, as the exclusive representative for all members of the Bargaining Unit, has the rights listed below.

- 8.1 Use of Bulletin Board Space. The Association shall be permitted to use bulletin board space on faculty bulletin boards in academic buildings on University campuses to post Association announcements and information. No material that is libelous, of a partisan political nature, or which is of a personally derogatory nature shall be posted by the Association. The University may remove any material that violates this provision.
- 8.2 Use of University Property. The Association shall be allowed to schedule and conduct meetings at University campuses by reserving space for such meetings in accordance with policy or approved procedures established by the University as long as doing so does not interfere with instruction or administrative activities.
- 8.3 Use of University Mail and Email. The Association shall have the right to use campus mail and electronic communication such as email for Association business and to communicate with the members of the Bargaining Unit.

ARTICLE 9

MANAGEMENT RIGHTS

- 9.1 Reserved Rights. The University's right to manage its business and affairs, to hire, terminate, promote and direct the workforce, is unqualified so long as this right is not expressly abridged by a provision of this Agreement.
- 9.2 Sole and Exclusive Rights. The sole and exclusive rights of management, except to the extent abridged by this Agreement, shall include, but are not limited to the rights listed below.
- 9.2.1 To interpret the mission of the University and the methods and means necessary to efficiently fulfill that mission; including organizational structure, the contracting out for or the transfer, alteration, curtailment, or discontinuance of any services.
 - 9.2.2 To determine the size and composition of the faculty.
 - 9.2.3 To hire, assign, transfer, and promote faculty.
 - 9.2.4 To discipline faculty and to terminate faculty for just cause.
 - 9.2.5 To schedule hours and assign workload.
 - 9.2.6 To appoint and remove academic deans, chairs, and coordinators.
 - 9.2.7 To formulate financial and accounting procedures.
 - 9.2.8 To make technological improvements and change production methods.
 - 9.2.9 To promulgate and require faculty members to observe University rules and regulations.
 - 9.2.10 To subcontract work for business reasons.
- 9.3 Incorporation by Reference. It is acknowledged by the parties that there are statutes, regulations, and University policies that are and have been operative in the administration of the rights, entitlements, and responsibilities hereunder (i.e., insurance, travel, judicial or administrative redress, etc.), and that such enactments, promulgations, and adoptions are subject to change and repeal at the discretion of the University. To the extent such changes or repeals may occur during the term of this agreement, the results are deemed to be part of this agreement.

ARTICLE 10

OUTSIDE EMPLOYMENT

- 10.1 The primary responsibility of faculty members is to render to the University her/his most effective commitment to teaching, scholarship, and service. At the same time, consulting and other outside activities of a professional nature are encouraged by the University where such activities give the faculty member experience and knowledge valuable to professional growth and development. These activities may help the faculty member make worthy contributions to knowledge, or contribute to instructional programs, or otherwise make a positive contribution to the University, community, or profession (discipline).
- 10.2 No outside service or enterprise, professional or other, should be undertaken that interferes with the faculty member's primary responsibility to the University. While a faculty member is allowed to engage in outside professional activities, this must be clearly subordinate to his or her teaching, advising, research, and University service responsibilities.
- 10.3 The faculty member should, in writing, inform and request approval from the Dean prior to taking on an outside activity that requires anything more than a *de minimus* amount of the faculty member's time. Such planning is in the best interest of the faculty member, the School, the College, and/or the Department and the University. The University and the Association agree that a full time faculty member's position with the University shall be his primary source of employment. The categories for the various degrees of involvement in outside activities are listed below.
- 10.3.1 The faculty member does not have to inform the dean nor obtain approval. This category would consist of activities such as attending professional meetings, writing books, giving occasional speeches and lectures, refereeing manuscripts, and outside activities that are personal.
- 10.3.2 The faculty member would be required to inform the dean, but would not be required to obtain approval. This category would consist of activities such as occasional outside consulting activities, holding office in scholarly or professional organizations, and assuming editorial duties for a journal.
- 10.3.3 The faculty member would be required to inform the dean and obtain prior approval. This category would consist of activities such as consulting more than one day per month, teaching for another institution, and operating a personal business.
- 10.4 Faculty members involved in outside employment activity must complete an annual disclosure form. If an activity presents a potential conflict of interest, it will be handled according to the guidelines as described in the NMHU Research Handbook

http://www.nmhu.edu/FacultyStaff/research/researchhandbook/chp9_conflict_of_interest/index_sec9_conflict_of_interest.aspx

ARTICLE 11

FRINGE BENEFITS

The Association recognizes that some fringe benefits and conditions on benefits are set and regulated by the State and/or Federal Government. However, in cases where faculty input is possible, such as the decision to change a health care provider, the Association must be included in the decision-making process. Whenever such a change is under consideration, the President of the Association should be notified and included in the negotiations.

Eligible employees, as defined in this agreement, and eligible family members* as defined by Risk Management Division (RMD) may participate in the following plans offered by RMD. Each fiscal year, RMD may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by RMD for participating members. The Employer shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by RMD. The following benefits are subject to change by RMD.

*Eligible family members include: lawful spouse, unmarried natural children up to the age of 25, adopted children, stepchildren, and domestic partners (affidavit must be completed).

GSD/Risk Management Division/Shared Cost*

Dental Coverage (Delta Dental)

Medical Coverage (United Health, blue Cross/Blue Shield, Presbyterian, or Lovelace)

Prescription Drug Benefit (Express Scripts (cost included in medical coverage))

*	If Salary is less than 14,999	NMHU pays 75%	Employee pays 25%
*	If Salary is = or < 19,999	NMHU pays 70%	Employee pays 30%
*	If Salary is = or < 24,999	NMHU pays 65%	Employee pays 35%
*	If Salary is = or > 25,000	NMHU pays 40%	Employee pays 60%

GSD/Risk Management Division/Paid 100% by Employee

Vision Service Plan

GSD/Risk Management Division/Paid 100% by NMHU

\$50,000 Term Life & Accidental Death and Dismemberment (Standard Life):

Cost: \$6.24/pay/employee

Employee Assistance Program (CIGNA) – Cost: \$.84/pay/employee

State of New Mexico Long-Term and Short Term Disability (cost included in term life and

AD&D cost)

Administrative Fees to RMD -Cost: \$.60/pay/employee

GSD/Risk Management Division/Supplemental Program-100% paid by Employee

Legal Insurance – Regular and Senior Advocate

Additional Term Life Insurance (Standard Life) for employee and dependents

Flexible Spending Accounts -Medical, Dependent Care, and Transportation Reimbursement

Supplemental Whole Life (Globe Life)

OTHER BENEFITS

Employee Tuition Waivers (paid by NMHU)

Dependent Tuition Waivers (tuition paid by NMHU/fees paid by employee)

Worker's Compensation (paid by NMHU/quarterly fees paid by employee and NMHU)

State Unemployment Insurance (paid by NMHU)

Voluntary Supplemental Accident, Cancer, Disability Insurances offered by various carriers (100% paid by employee)

Supplemental AD&D & Term Life (UNUM)

Auto/Home Insurance (Met Life/Liberty Mutual (100% paid by employee-group rates)

RETIREMENT

Educational Retirement

FY2010 Rate (gross pay)	employee – 9.4%	NMHU – 10.9%
FY2011 Rate (gross pay)	employee – 9.4%	NMHU – 10.9%

Membership in the Educational Retirement Act is a condition of employment.

An Alternative Retirement Plan (ARP) is available to new faculty. The election must be made within ninety (90) days of employment and is irrevocable.

Optional Retirement Plans (100% employee contribution)

All members of the Bargaining Unit shall be eligible to participate in an optional retirement plan (403(b) and 457(b) accounts). Contribution limits are established by the Internal Revenue Service each calendar year.

Retiree Health Care (employee pays .833% of total gross pay/NMHU pays 1.666% of total gross pay)

ARTICLE 12

WORKLOAD AND WORK HOURS

- 12.1 The normal teaching load is 24 credit hours per academic year. Overloads are discouraged by the North Central Association and other accrediting bodies. However, under exceptional circumstances, overloads may be granted. Faculty members, who are asked to teach in excess of 24 hours per academic year, 12 hours per semester, including release time, will receive overload contracts.
- 12.2 Faculty members at New Mexico Highlands University have non-teaching duties that are instrumental to the viability and health of the institution. Non-teaching duties and activities of the faculty include advising, research and scholarly activities and service to the University and the community. In certain instances, department, administrative, research, or committee loads may justify release from teaching one or more classes. The VPAA will consider release time based on the recommendation of the Chair. If a faculty member secures a grant through New Mexico Highlands University, release time may be granted from teaching duties (also see Article 13, Work Under External Funding).
- 12.3 Final preparation and submission of teaching schedules and mode of delivery shall be the responsibility of the Chair in consultation with the faculty in each discipline. Schedules will be submitted to the respective Deans for review and approval after agreement by the Department/School faculty in a department or discipline meeting.
- 12.4 During or prior to the semester, requests for changes in a faculty member's teaching schedule and/or the mode of delivery of a course may be initiated by the faculty member, Chair, or Dean. Deans may approve requested changes only after consultation with the faculty member and Chair.
- 12.5 Faculty members are required to be available to students by scheduling and honoring office hours and by special appointment when necessary. It is required that a faculty member make herself available five hours per week, over at least three days, during normal working hours. These hours shall be posted on the faculty member's office door and on Banner Web. In extraordinary circumstances, exceptions may be approved by the Dean.
- 12.6 Members of the full-time faculty are engaged and paid on the basis of an academic year contract, including days when the university is open and classes are not in session.

The work year is normally defined by the academic calendar. Participation in faculty development week and commencement exercises is required. Unapproved absences will result in a reduction of the term of a faculty member's contract by the number of days absent from work, and a salary reduction commensurate with the reduced contract term. Under exceptional circumstances an absence may be approved by the Dean.

- 12.7 Whenever a faculty member has to be absent during the time of scheduled classes, a

written request indicating a reason for the planned absence and the provisions for classes to be missed must be submitted to the Chair for approval. In any event, every effort should be made to find alternatives (e.g., substitute instructors, work assignments) to the cancellation of classes.

- 12.8 For unforeseen absences due to emergencies, the faculty member shall notify the Chair so that steps for meeting or canceling class may be taken.
- 12.9 The University does not attempt to enforce an eight hour working day for teaching faculty. However, faculty members who are absent from their offices during normal working hours should leave with their secretaries information as to where they might be reached.
- 12.10 Faculty members are required to provide their personal telephone number and mailing address to the Chair.
- 12.11 Failure to comply with all conditions set forth in this Agreement may lead to progressive discipline, including reprimand and/or termination for cause.
- 12.12 Compensation for the Department Chair

Compensation for Department Chairs may be provided by release time during the Academic Year and by a separate contract for duties between academic years (May-August).

- 12.12.1 The Chair of a department composed of five or more faculty full-time equivalent (FFTE) shall be provided 25% release time, or more, if approved by the Dean. For the purposes of this contract FFTE is determined by the number of tenured, tenure-track, term and per course faculty and graduate teaching assistants (GTA). Per course faculty and GTA's will be calculated as .20 FFTE for every six (6) credits taught during an academic year.

Other factors that may be taken into consideration will include the number of faculty supervised, the number of disciplines within the department, the number of student credit hours generated, the number of majors, significant initiatives undertaken by the department in a given year, and additional oversight duties required of the Chair. Release time shall not necessarily be granted for Chairs of departments composed of fewer than five FFTE.

- 12.12.2 Between academic years, the Chair is required to perform the duties of the position for a period equivalent to the release time from teaching that is provided during the academic year. That is, quarter release time requires 160 hours in the period between academic years. The schedule will be determined by the Dean in consultation with the Chair. He or she will be expected to: 1) ensure that there is Departmental representation during Freshman Orientation, 2) initiate Summer and/or Fall schedule changes, 3) provide student advisement, and 4) address other departmental needs as necessary.

- 12.12.3 For duties in the period between academic years, the Chair shall receive a separate administrative contract with compensation at a rate of one ninth (1/9) of his or her previous academic year base salary.
- 12.12.4 With the Dean's approval, the Chair may also teach one course during the summer session for additional compensation on a per course contract at the per-credit hour rate. Under unusual circumstances, overloads may be assigned.

ARTICLE 13

WORK UNDER EXTERNAL FUNDING

Certain externally funded grants provide funds for release-time as part of the grant award. It is incumbent upon the faculty member to request and receive permission from both the Chair and the School or College Dean to submit a grant proposal that contains a request for release-time funding. Once the grant is awarded, the faculty member will receive the release time, unless the VPAA determines that student enrollment and/or necessary course offerings, plus the failure of a legitimate effort to find replacement faculty, dictate circumstances that require that the faculty member forego his or her release time for the purpose of teaching.

Faculty members participating in grant proposals should ensure that those proposals include provisions for release time, if appropriate, to enable reimbursement to the University, and to allow for faculty participation in that release time from normally assigned teaching duties. In cases where release time from teaching duties is not feasible, the faculty member may be provided an administrative "overload" supplemental contract for additional duties incurred with the grant with the following provisos:

1. The administrative "overload" supplemental contract amount will not exceed 15% of the faculty member's academic year contract amount;
2. The School and/or discipline will not be adversely affected by the faculty member's involvement in the project;
3. The funding agency approved the project without release time; and
4. The funding agency allows supplemental overload contracts.

Faculty members who receive a 100% externally funded summer session contract (may be up to 3/9 months of the academic year contract) are ineligible for teaching contracts during this period.

ARTICLE 14

SABBATICAL LEAVES

A sabbatical leave is awarded to provide time and resources for qualified Bargaining Unit members to revitalize themselves through writing, scholarship, travel, research, and/or further formal educational study, which will contribute to the member's ability to discharge his or her obligations to the University. Sabbatical leave must be for the demonstrable benefit of the University in meeting its responsibilities of teaching, scholarship, service, and the advancement of knowledge, and must contribute to the further development of the Bargaining Unit member as a teacher and scholar.

Funding for sabbatical leaves will normally be included in the university budget but will be limited by the fiscal resources of the institution and by staffing considerations. The leaves will be granted on the basis of the quality of the proposal, with the approval of the President of the University.

There will be no loss of fringe benefits during the sabbatical and no break in years of service. Time spent on sabbatical leave shall count as full-time service at the University for purposes of promotion and other salary and retirement conditions.

There will be automatic reinstatement of the Bargaining Unit member to the assignment held prior to the sabbatical.

Upon request, the Faculty Association will receive a list of those who applied for sabbatical, and those who are granted one, along with a notice of replacements hired or assigned to the Bargaining Unit member's workload.

No member shall lose entitlement to consideration for a sabbatical leave because of failure to use a sabbatical leave due to scheduling or personal issues affecting his or her planning. The faculty member may reapply during the next cycle.

The deadline for faculty applications will be November 1. Faculty members may apply for sabbatical leaves for the next academic year or the year following. The deadline for the administrative decision to grant a sabbatical(s) will be April 1 of the academic year in which the application is received. However, sabbaticals awarded a year in advance may be withdrawn for fiscal reasons or staffing considerations up to one semester prior to the scheduled start of the sabbatical.

Sabbatical leaves are competitive and will be awarded on the basis of merit and available resources. The number of awards for a given year will be limited to no more than 5% of the faculty.

14.1 Criteria

Sabbatical Leave proposals will be evaluated by the following criteria:

1. Teaching Effectiveness. The leave proposal should indicate how the applicant's effectiveness in future teaching responsibilities will be improved by the proposed travel, study, and/or research.
2. Program Development. The extent to which the present and future programmatic needs within the member's curricula will benefit from the faculty member's proposed travel, activity, and/or research.
3. Professional Growth. The proposed travel, activity, and/or research should contribute to the faculty member's effectiveness in his/her area of specialization. Specifically, how will the leave time be used to make the applicant more knowledgeable about his/her field.
4. Professional Status
 - a. A minimum of six years of service at NMHU.
 - b. A minimum of six years since the last Sabbatical leave.
 - c. Assessment of previous leaves, if any, as documented by the required final report(s).
 - d. The applicant has achieved the rank of Associate or Full Professor.
5. Internal and External Constraints
 - a. Faculty member's obligations and/or commitments to previous university agreements.
 - b. The existence of any partial funding sources (e.g. grants).
 - c. The time line in which the activity or research can be conducted.

14.2 Proposal Outline

Sabbatical Leave proposals must contain at least the following materials in narrative form:

1. Abstract

The abstract should be a 50-100 word summary of the proposal.
2. Introduction, Purpose, and Rationale
 - a. The overall purpose of the leave activities.
 - b. A justification for the project.
 - c. The background material used to justify the proposed activity or research.
 - d. A report of previously conducted projects if relevant to the current, proposed activity.
 - e. The specific objectives of the activity stated in testable hypotheses and/or measurable outcomes.
 - f. A description of the how the proposed activity is of significance.
3. Methods or Plan of Action

- a. Briefly outline activities or the research design.
 - b. Provide a timeline that indicates the semester/semesters of leave time, the dates of any deadlines, and the intended distribution of effort over the specified time.
4. Evaluation
 - a. Describe the expected results of the activity or research.
 - b. Indicate how the results will be assessed.
 5. Anticipated Benefits

Describe anticipated benefits to self, discipline, and university.
 6. Affirmation of Intent to Return to NMHU
 - a. The affirmation should include the intent to return to NMHU for a period of at least one academic year of service, unless a shorter period of service is approved by the VPAA.
 - b. The affirmation should also contain a commitment to provide the Dean, the Vice President for Academic Affairs, and the Faculty Affairs Committee with a written summary report within 30 days of return to service.
 - c. The faculty member must also prepare and present a report of his sabbatical experiences for members of his Department and the Faculty Affairs Committee at a public meeting within the first semester of his return from the sabbatical.
 7. If, after a leave has been awarded, significant changes are made in objectives, locations, or other vital aspects of the project design, the changes must be approved by the Chair, the Dean, and the Vice President for Academic Affairs.

14.3 Review Time Frame

The University President will consider the sequential recommendations of the concerned School and/or Department, the Faculty Affairs Committee, and the Vice President for Academic Affairs. A summary of the recommendations made at each of the sequential levels will be forwarded to the next higher level.

Briefly the steps are as follows:

1. Submission of application.
2. Peer Review and Recommendation to Dean
 - a. If the Department supports the proposal by majority vote, it is forwarded to the Dean, along with a statement of resource needs during the sabbatical period.
 - b. If the Department does not support the proposal, the sabbatical leave is denied and the Chair will notify the faculty member.

3. Dean's Review and Recommendation
The Dean will inform the faculty member and Chair of his recommendation and forward the proposal to the Faculty Affairs Committee and the VPAA.
4. Faculty Affairs Committee
The Faculty Affairs Committee will review those sabbatical proposals submitted to them and forward a recommendation to the VPAA.
5. Vice President for Academic Affairs
The VPAA will review the proposal and recommendations and submit a recommendation to the President.
6. President approval or denial.
7. Notification of the applicant should be no later than April 1st.

14.4 Conditions

Sabbatical leaves are subject to the following conditions:

1. Sabbatical leaves will be granted for a period of one semester at full pay OR for two semesters at half pay. The time spent on sabbatical leave shall count as full-time service (subject to ERE policies and guidelines).
2. Normally, sabbatical leaves for faculty cannot begin until the end of the academic year in which the application has been made and approved.
3. A faculty member on sabbatical leave is relieved from all teaching, research, administrative, and committee duties for the duration of the leave.
4. Additional income --for example, grants-in-aid or fellowships --may be accepted during the leave provided the activity for which the income is received contributes to the faculty member's professional development and does not detract from the accomplishment of the activities set forth in the sabbatical leave proposal as submitted to the University.
5. Sabbatical leaves cannot be granted when an ongoing program of instruction or research will be jeopardized. The Chair must attest to the ability of the academic unit to adjust the responsibilities of the person on leave.
6. A faculty member receiving a sabbatical leave in one fiscal year can postpone it to a subsequent year only at the University's request. If the delay is requested by the faculty member, then he/she must reapply and be considered with all other new applications.

7. Within 30 days following the faculty member's return to the University, unless special provisions are made, the faculty member must submit a written report to the Faculty Affairs Committee and the Dean. This final report must state the proposed activities and goals of the leave and contain a summary of the work completed towards the goals. It must also indicate how the new knowledge will be utilized to enhance the faculty member's performance within the University community. The report will be reviewed and forwarded, with evaluative comments, to the Vice President for Academic Affairs. The Vice President for Academic Affairs' comments and those of the Faculty Affairs Committee and the Dean will be compiled and returned to the faculty member. A copy of the report will be kept in the faculty member's personnel file. The faculty member may submit a written response to the evaluative comments, which will then be added to the faculty member's personnel file. Should the faculty member subsequently file for another sabbatical leave, these evaluations will be consulted as part of the application process.
8. The recommendations from past personnel actions; e.g., evaluation of annual review, reappointment, promotion, and tenure will also be considered as part of the application.

ARTICLE 15

ACADEMIC FREEDOM

The parties agree and declare that academic freedom is guaranteed to faculty members subject only to accepted standards of professional responsibility, including, but not limited to, those herein set forth.

1. The parties to this agreement recognize and accept the importance of academic freedom to teaching and learning. Academic freedom includes the right to study, discuss, investigate, teach, and publish. Academic freedom applies to both teaching and research. It includes the freedom to perform one's professional duties and to present differing and sometimes controversial points of view, free from reprisal.
2. Faculty members are entitled to freedom in the discussion and presentation of their subject; however, faculty members are expected to follow the established curriculum.
3. The concept of academic freedom is accompanied by an equally demanding concept of responsibility. The faculty members are members of a learned profession. When they speak or write as citizens, they must be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As learned people and as educators, they should remember that the public may judge their profession and their institution by their statements. Hence, they should at all times strive to be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should indicate that they are speaking only for themselves.

ARTICLE 16

EMPLOYEE INVESTIGATIONS

- 16.1 The University has the right to investigate all allegations of faculty misconduct.
- 16.2 A faculty member may be placed on administrative leave with pay during an investigation involving the faculty member.
- 16.3 When necessary, during an investigation, the university may enter a faculty member's office. The Association shall be invited to have an Association representative present.
- 16.4 When the faculty member is under investigation, the faculty member may be represented by an Association representative in any meetings with the University.
- 16.5 During an investigation, no documentation or information related to the matter under investigation will be placed in the faculty member's personnel file or released publicly. If the investigation does not result in disciplinary action, no documentation will be placed in the faculty member's personnel file.
- 16.6 The Association and the University agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct (except in cases of Dismissal for Cause, covered by Article 28). Progressive discipline normally begins with the least severe discipline and progresses to more severe discipline depending upon the circumstances. Examples of the least severe discipline consist of verbal warnings and written reprimands.
- 16.7 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 29 if the action is alleged to constitute a violation of this Agreement. Dismissal may be grieved as per Article 28.
- 16.8 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.
- 16.9 If the Administration is notified of an allegation of misconduct against a faculty member and the subsequent investigation clears the faculty member, or is unable to substantiate the allegation, the investigation should stop. The unfounded allegation cannot then be raised again by the University at a later date without new and compelling information.

ARTICLE 17**PERSONNEL FILE**

- 17.1 The University shall maintain one (and only one) official personnel file for each member of the faculty. The file will be located in the Office of Human Resources.
- 17.2 A faculty member will be permitted to review the material contained in his or her file.
- 17.3 The University will provide a faculty member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the faculty member. The faculty member may submit a written response to any document placed in the faculty member's personnel file. This response shall also be placed in the faculty member's file.
- 17.4 A faculty member may be accompanied by an Association representative while reviewing his or her file. In addition, a faculty member may allow an Association representative to view his or her file provided that the faculty member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.
- 17.5 A faculty member may request a copy of his or her personnel file at any time. The copy will be made available to the faculty member within three (3) working days at the current cost per copy.
- 17.6 Faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.
- 17.7 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request the VPAA in writing that the material be removed. The VPAA shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the VPAA explains to the faculty member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in a faculty member's personnel file irrespective of age.
- 17.8 All material placed in a faculty member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

ARTICLE 18

LEAVES OF ABSENCE

- 18.1 Paid Leave. Members of the Bargaining Unit shall be entitled to the following paid leave.
- 18.1.1 Sick Leave. Bargaining Unit members shall earn twelve (12) hours of credit for sick leave with pay each month during the academic year. Sick leave is not accrued during any leaves of absences, paid or unpaid. Faculty members who are appointed less than full-time shall earn sick leave with pay on a pro rata basis. Sick leave may be accumulated up to 1040 hours. No additional sick leave with pay beyond that accumulated shall be granted. Faculty members shall be responsible for immediately reporting an absence to the appropriate administrator. A faculty member shall be responsible for promptly completing and signing the faculty absence form and returning the absence form to the appropriate administrator. A faculty member may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. A faculty member may be, but shall not normally be, required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave. Sick leave will be charged at the rate of eight (8) hours per day.
- 18.1.2 Bereavement Leave. Upon notification to the Chair, a faculty member may be granted up to three (3) days of leave with pay for a death in the faculty member's family. "Family" is defined as spouse, domestic partner, parent, step-parent, child, step-child, brother, sister, brother-or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the faculty member. Upon approval of the Chair and Dean, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.
- 18.1.3 Jury Duty and Required Court Attendance. A faculty member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to Human Resources. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day.
- 18.1.4 Military Leave. Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law.
- 18.1.5 Holidays. Faculty members who are classified as "academic year" employees are entitled to all holidays designated in the campus academic calendar.

- 18.1.6 Voting Leave. Unit employees, who are New Mexico registered voters, are granted, at their request, time off that does not require the cancellation of classes (2 hours maximum) from University duties to vote in government elections.
- 18.2 Leave Without Pay. Leave without pay may be granted for extended periods of leave for illness or injury, personal reasons, school attendance, sickness in a family, or other purposes of a personal nature at the discretion of the VPAA. A faculty member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. While a leave without pay is not recommended or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the faculty member shall be responsible for the employee and employer cost of medical benefits. Notwithstanding Article 15.1, time spent on leave without pay in excess of one semester shall not count toward eligibility for tenure or promotion.

ARTICLE 19

SAFE WORKING CONDITIONS

The parties will comply with all applicable State and Federal laws relating to safe working conditions.

Whenever a faculty member becomes aware of a condition which the faculty member feels is a violation of an institutional safety or health rule or regulation, the faculty member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

Protective devices and first aid equipment will be provided to faculty members who practice in a hazardous institutional environment. The faculty members will be responsible for the proper use of such devices.

19.1 Friends, Family, and Children in the Workplace

The university discourages employees from being accompanied by friends, family, or children while working, including leaving children on campus in office areas while they are at work. This does not eliminate periodic, short visits from friends, family, and children as appropriate. Anything other than short visits is not permitted and poses a potential harm for children and liability for the university. The university desires to be a family friendly place of business, to faculty and staff as well as to students; however, the workplace is not the appropriate place for childcare. Even during short periodic visits, children must not be left unattended. If an employee is faced with unusual circumstances regarding visitors at work, the employee should speak with his immediate supervisor.

19.2 Animals and Pets on University Property

Faculty are not allowed to have or keep dogs, cats, or any pet in classrooms, offices, residence halls, or any other campus building.

Exceptions to this policy are service animals or animals that are housed under approved conditions in research laboratories and fish, provided that the container is cleaned regularly so that it does not present a health hazard and no illegal species are kept.

ARTICLE 20**FACILITIES AND EQUIPMENT**

The University shall make a reasonable effort to provide each faculty member with reasonably adequate facilities and equipment for effective performance.

ARTICLE 21

REDUCTION IN FORCE/SENIORITY

The University may enact a reduction in force for reasons of financial exigency or for the discontinuance of a faculty position(s), program(s), or department(s). Notification of the possible need for a Reduction in Force should be given as early as possible in order that the affected faculty might have adequate time to seek employment elsewhere or undergo training in order to qualify for another assignment within the institution. Before terminating an appointment in accord with this Article, the institution, with faculty participation, will make every effort to place the faculty member concerned in another suitable position or location within the institution. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result. Nor will a faculty member with greater seniority be terminated in favor of a faculty member with less seniority except under the circumstances just mentioned. If a non-tenured faculty member is essential to the existence of a particular program, and a tenured faculty member's duties could be considered non-essential or possibly be covered by another person within the department or institution, it will be the responsibility of the School/College Dean and/or Vice President for Academic Affairs to make a recommendation not to follow seniority. Any such recommendation will be sent to the Executive Committee of the Faculty Association for review and concurrence. Only with such concurrence will any deviation from seniority be allowed.

- 21.1 Seniority Defined. Seniority shall be defined as the total length of time of continuous full-time employment in a tenure-track position at the University. Time spent on paid leave shall be counted for seniority purposes. Time spent on approved unpaid leave shall not constitute a break in continuous service but shall not be counted for seniority purposes. The University will maintain a seniority list of all faculty members in the bargaining Unit ranked in order of seniority. Upon request, the University will provide the Association with a copy of the faculty seniority list.
- 22.1.1 Loss of Seniority. Seniority shall be forfeited in circumstances, including, but not limited to resignation, termination, or retirement. Seniority is not lost in the situations described below.
- 21.1.1.1 A faculty member is part of a reduction in force and is subsequently rehired. In such a situation, the individual retains the seniority he or she had when terminated.
- 21.1.1.2 A faculty member moves into an administrative position and back to a faculty position. In such a situation the individual accrues seniority as if he or she had stayed in a faculty position.
- 21.2 Financial Exigency. A reduction in force (RIF) due to financial exigency must be documented. Financial exigency is defined as a serious financial crisis that jeopardizes the University's mission and effective operation. The Administration will consult with the

Faculty Association to demonstrate the existence and extent of the University's financial problems. The NMHU Faculty Association and Faculty Senate will be apprised of the situation in a timely manner in order to be able to have time to study the documentation used to demonstrate the need for the RIF. Common causes of financial exigency include decreasing enrollment, inadequate funding, and increased operating costs. Data and other evidence used to establish the need for faculty reductions will be shared with the faculty.

In cases of termination because of financial exigency, the place of the faculty member involved will not be filled by a replacement within a period of three years unless the released faculty member has been offered re-instatement and a 20-day period in which to accept or decline it.

The Administration will work with the Faculty Association to explore other cost saving options before implementing a RIF affecting tenured faculty. When implementing a RIF is necessary due to financial exigency, the Administration will give top priority to instructional requirements and institutional needs. These will be decided in consultation with the NMHU Faculty Association and Faculty Senate.

If a faculty member affected by a Reduction in Force is re-hired, all rights and benefits accrued at the time of the separation will be restored upon re-employment.

- 21.3 Discontinuance of Faculty Positions, Program, or Department Not Mandated by Financial Exigency. Termination of an appointment with continuous tenure (or of a probationary or special appointment, before the end of the specified term) may occur as a result of a bona fide formal downsizing or discontinuance of a program or department of instruction. Whenever possible, program discontinuance will occur at the end of the academic year when the decision is made.

The standards and procedures for program downsizing or discontinuance listed below will apply:

- a. Following a program review by the Faculty Senate, a recommendation regarding downsizing or discontinuing formally a program or department of instruction will be made to the Vice President of Academic Affairs for consideration. The Faculty Association will be notified of this recommendation as well.
- b. The VPAA or faculty may identify programs for review by the Faculty Senate. Program review should include information on costs, enrollment, student-faculty ratios, societal need, program quality, and other criteria appropriate to the particular situation.
- c. Before the Administration issues notice to a faculty member of its intention to terminate an appointment because of formal downsizing or discontinuance of a program or department of instruction, the institution will make every effort (in consultation with the faculty member involved) to place that faculty member in another suitable position or location. If placement in another position or location

would be facilitated by a reasonable period of training, the University will, upon request, hold the position for one semester. If no position is available within the institution, with or without retraining, the faculty member's appointment may then be terminated at the end of the academic year. In these cases, the University will continue to provide faculty members with medical and dental insurance under COBRA at the University's expense for one year after termination, unless the employee obtains medical and dental benefits through another job.

- 21.4 Appeal Procedure. A faculty member may grieve a proposed relocation or termination from a RIF under Article 29 for a violation of this Agreement.

ARTICLE 22

MENTORING AND FACULTY PROFESSIONAL PLANS

The retention and development of faculty is critical for the health of the institution. These efforts can improve productivity, increase satisfaction and morale, and decrease faculty replacement costs. Experienced professors realize that teaching is a dynamic and reflective process. Successful mentoring programs can accomplish the following:

- Induct new faculty into the university through review of policies and procedures prior to the start of the semester.
- Induct new faculty into the department, College or School, and university expectations for teaching, scholarship, and service.
- Connect new faculty with their experienced peers to help integrate them into university life.
- Orient and re-orient faculty to the goals and objectives of department, College or School, and the university mission.
- Provide advice on campus committee involvement and scholarship opportunities.
- Create an atmosphere of reflection and the sharing of best teaching practices among faculty.

All new faculty shall participate in mentoring, until tenure is achieved. In the first semester at NMHU, faculty mentors or mentoring teams shall be assigned by the Chair. Following the first semester, faculty members may select their mentor or mentoring team.

22.1 Mentoring of New Faculty

The mentoring of new faculty should include information about university policies and procedures, department and College or School expectations, the requirements for tenure and promotion, and observations of classroom teaching. The mentor/mentoring team should perform a classroom observation of the new faculty member every semester and provide feedback (Article 23.3). In addition, the mentor/mentoring team shall invite the new faculty member to observe their classroom(s) so that a dialogue and sharing of best practices in teaching may occur. Serving as a mentor counts as university service for evaluation.

22.1.1 First Semester of Appointment

In the first semester of appointment to a tenure track position, a faculty mentor or mentoring team shall be assigned by the Chair. The success of the mentoring process relies in the selection and matching of the mentor with the mentee. Therefore, Chairs should try to appoint mentors with similar interests, not mentors based on seniority.

The mentoring process shall begin prior to the beginning of the first semester,

during Faculty Development week. In the beginning phases the mentor should include information about the university community and academic culture, university expectations, and policies and procedures. The procedures for mentoring will vary widely across the university and within Colleges and Schools.

22.1.2 After the First Semester of Appointment

Following the first semester of appointment, a faculty member may select a new mentor or, mentoring team, or choose to continue with their original mentor(s). In addition, the first semester mentor or mentoring team may terminate the relationship and recommend that the probationary faculty member find a new mentor/team. For the selection of a mentoring team, the probationary faculty member should try to select tenured faculty from their discipline, area of interest, and/or related disciplines. This may mean that the mentoring team is comprised of faculty from more than one discipline and department.

22.2 Faculty Professional Plans

All faculty, regardless of their rank shall participate in professional planning. Each Fall semester, after the conclusion of the Annual Review process, every tenured and tenure-track faculty member will develop a Faculty Professional Plan (FPP) in which the faculty member presents a set of teaching, scholarship, and service goals for the coming 1 to 5 years and a strategy for meeting those goals. The FPP will reflect the scholarship standards developed by the individual Department or School. Illustratively, a FPP may include plans for the following: development of new courses, teaching methods or examination processes; mastery of new subject matter or technologies; research, writing projects and other creative work; plans for future sabbatical; and service activities within and outside the University. The purpose of this plan is to allow faculty members to think and reflect about their careers and their professional goals. This plan is not tied to the evaluation process (Annual Evaluation or Tenure/Promotion).

Plans should be updated annually by the last day of the fall semester and submitted to the Chair. Plans will be kept in the faculty member's department file. The Chair shall meet with the faculty member in the beginning of the spring semester to discuss the FPP and to help identify resources that the faculty member may need to reach their goals.

ARTICLE 23

EVALUATION

The Faculty and the University accept the position of the AAUP that "Faculty members should have a primary, though not exclusive, role in evaluating an individual faculty member's performance" (AAUP "Statement on Teaching Evaluation," 2001). The faculty plays a primary role in evaluation by reviewing their colleagues' materials, conducting classroom observations, and developing evaluation reports.

All members of the Bargaining Unit shall participate in annual evaluation and shall submit an annual report of faculty activities. Faculty members shall review and provide an evaluation of their peers. The Chair shall assure that faculty members have done their job as evaluators. The Administration also retains the right to assess the evaluation to determine if the evaluation process was conducted properly.

Faculty performance is based upon the three categories of teaching, scholarship, and service. Consequently, these categories, and the criteria applicable to each as specified below, form the basis for the annual evaluation and are a part of the evaluation for reappointment, tenure, and promotion. Reflecting the NMHU Mission, the demonstration of excellence in teaching and individual attention to students shall play a central role.

23.1 Types of Evaluation

- 23.1.1 Annual Evaluation: All members of the Bargaining Unit will participate in an annual evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the faculty member. The annual evaluation of faculty members forms a part of all other forms of evaluation.
- 23.1.2 Reappointment Review: All tenure-track faculty members are considered to hold one-year probationary appointments until granted tenure. Such appointments are subject to renewal on an annual basis at the sole discretion of the University. The decision regarding renewal must be made by March 15th of the first two years at the University. In a faculty member's third and subsequent years of probationary status; the decision regarding renewal must be made by the Friday before the spring semester begins. The sixth year of probationary status is the Tenure Review Year.
- 23.1.3 Promotion/Tenure Evaluation: Tenure-track faculty members applying for tenure and promotion to associate professor, as well as faculty members applying for promotion to full professor, will participate in a summative evaluation of their performance and contributions to the University. The results of the evaluation are to be used as the basis for recommendations regarding the awarding of tenure or promotion. A table of contents for the tenure/promotion dossier is located in Appendix A of this agreement. Faculty will be notified of the tenure and promotion decision by the last day of the spring semester in which they applied.

23.2 Procedures for Faculty Evaluation

The evaluation for Bargaining Unit faculty includes a series of stages: evaluation by department faculty; Chair; Dean; VPAA; and President. During the tenure and promotion process, evaluation by a Review Panel is added as an additional evaluation stage. The evaluation process utilizes these stages as follows:

- Annual Evaluation shall normally stop at the level of the Dean, who will provide a summary of the Chair and peer evaluations.
- Reappointment Review shall follow the annual evaluation process and shall normally stop at the level of the VPAA.
- For faculty members applying for tenure and/or promotion, the process shall proceed through the President and include an additional evaluation by a Review Panel.

23.2.1 Timeline for Annual Evaluation and Reappointment Review

Each year, except for the first year of employment, each faculty member shall submit to the Chair, three (3) weeks after the beginning of the Fall semester, an Annual Report of Faculty Activities. The Annual Report shall present the faculty member's activities in the areas of teaching, scholarship, and service over the past academic year. While documentation of these activities is not required in the report, the faculty member is responsible for maintaining such documentation in his or her office and supplying the documentation upon request. In addition, faculty members shall submit an updated current curriculum vitae to the Chair who shall forward it to the Dean, VPAA, and Human Resources.

The timelines set forth below are a guideline for the process. While every effort will be made to adhere to the timelines, failure to do so does not in and of itself justify a grievance. When a timeline is not met by the Administration, a written explanation must be provided to the faculty member. A faculty member grieving a failure to meet a timeline must demonstrate as part of the grievance process that the decision was prejudiced by the failure to meet the timeline.

1. The faculty member, by the end of the third week of the Fall semester, will submit an Annual Report of Activities for consideration first by the faculty peers in his or her academic unit, then by the Chair, and finally, by the Dean. Tenure-track faculty may decline to evaluate their peers. Tenured faculty members are expected to evaluate their colleagues, except in cases of a clear conflict of interest. If a non-tenured faculty member declines to review a colleague or it is determined that a tenured faculty member has a conflict of interest, that faculty member is not to provide a review and is to abstain from any vote regarding reappointment, promotion, or tenure.

Peers are to perform both a categorical and narrative evaluation of the faculty member. This means that all faculty members are expected to provide written comments supporting their categorical evaluation. Participation in the evaluation process is considered part of a faculty member's service to the institution.

2. Peer evaluations take place between the third and fifth week of the Fall semester. At the end of the fifth week of the Fall semester the peer evaluations are forwarded to the Chair. In cases in which the faculty member does not belong to a Department, the evaluations will be forwarded to the Dean.
3. During weeks six (6) and seven (7) of the Fall semester the Chair or Dean performs his or her evaluation. If there are wide discrepancies in the peer evaluations, the Chair will note these and describe how (if at all) these discrepancies were reflected in his or her own evaluation. For faculty members who are working toward tenure and/or promotion, the evaluation of the Chair shall include a specific assessment of how well the faculty is progressing toward tenure or promotion.
4. By the end of week seven (7) of the Fall semester the transcribed/collated evaluations, including the evaluation and recommendation of the Chair, shall be sent to the faculty member and discussed in a meeting with the Chair. This meeting takes place during weeks eight (8) and nine (9) of the Fall semester.
5. By the end of week ten (10), the faculty member submits to the Chair any material he wishes to include in response to the evaluation materials discussed in Step 4.
6. At the end of week ten (10), in cases in which the faculty member belongs to an academic Department and the evaluation to this point has been conducted by the Chair, all materials are then forwarded to the Dean for review and any appropriate action.
7. When it has been determined that a tenured faculty member is not making satisfactory progress toward promotion, or in cases in which a serious deficit in performance has been identified, a meeting during weeks 11 and 12 will be held with the faculty member, the Chair (in cases in which the faculty member belongs to an academic Department), and the Dean to discuss appropriate action, which may include post tenure review.
8. By the end of week twelve (12), the tenured faculty in the department will meet to evaluate the probationary faculty in their second year and beyond as a part of a formal reappointment review committee. The rules for service on this committee and the principle behind the decision are the

same as those described in Standards for Evaluation, Tenure, and Promotion section of this article. The principle to affirm at reappointment review is "Given the years of service to date and the number of years until mandatory tenure review, it is reasonable to expect that the probationary faculty member will eventually undergo a successful tenure review." Each voting member of the committee will record his or her vote by completing a signed evaluation form following the meeting. The committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process. A recommendation to reappoint made by a simple majority of the committee members will constitute an endorsement to the Dean for reappointment. This recommendation will be forwarded to the Dean.

9. By the end of week fourteen (14) of the fall semester, the Dean makes a decision on reappointment and informs the probationary faculty member. If the Dean does not agree with the departmental recommendation, he must meet with the Chair to discuss the reasons for disagreement before the decision is finalized.
10. By the end of week fifteen (15), the faculty member may submit a written response to the Dean and/or request a meeting.
11. By the end of week sixteen (16) the Dean meets with the faculty member if the faculty member desires and forwards his or her recommendation and any written comments by the faculty member to the VPAA.
12. The VPAA makes a reappointment decision and notifies the faculty member. In the first two years of service at the university, this decision shall be made and the faculty member notified by March 15th. After the second year, the decision shall be made by and the faculty member notified by the Friday before spring classes begin. If the VPAA does not agree with the Dean's recommendation, he must meet with the Dean to discuss the reasons for disagreement before the decision is finalized.
13. The decision of the VPAA is final. The only grounds for appeal available to the faculty member are for an alleged violation of this Agreement. Such appeals are sent through the procedures outlined in Article 29 Grievance of this Agreement.

23.2.2 Reappointment Review for First Year Faculty

Probationary faculty members in their first year do not go through the annual evaluation process. Therefore, an informal review process will be used for evaluation of reappointment. This process shall follow the same timeline as outlined above in section 23.2.1 and shall begin in Step 7.

23.2.3 Timeline for Tenure and/or Promotion

The procedure for evaluation for the awarding of tenure and/or promotion shall have an additional independent review process performed by the Tenure and Promotion Committee as well as the evaluation performed by the Department and Dean (following the procedure outlined for annual evaluations). These two reviews will proceed concurrently.

The Tenure and Promotion Committee will be composed of three tenured (full and/or associate) faculty members selected by the faculty of each School and six tenured faculty members from the College. Three College members shall be selected from the Math and Sciences areas and three members from the Arts and Humanities areas. Committee membership will be for three year term, and the selection will be staggered to assure that no more than one third of the members will be replaced in any one year. If a committee member is up for promotion, he or she must recuse himself from service on the committee for that year. If a vacancy occurs prior to the expiration of a term, the VPAA will request replacements from the affected School or College. Members may serve consecutive terms.

- a. A Review Panel selected from the Tenure and Promotion Committee will evaluate each dossier submitted for tenure and/or promotion. This Review Panel will be composed of five members selected from the membership of the Tenure and Promotion Committee. The composition of the Review Panel shall include no more than three faculty members from any one school or college and shall be determined by the committee as a whole. A faculty member's colleague from his or her department or school may not serve on the Review Panel that reviews his or her application.
 1. By October 15th of the year of application for tenure and/or promotion, the faculty member will notify the VPAA that he or she intends to apply in the spring semester. The VPAA will verify that all requirements for tenure/promotion have been met and notify the faculty member immediately so that he or she may begin to prepare the dossier.
 2. By the end of the first week of the Spring semester, the faculty member submits his or her materials to the VPAA who will place them in a central location for review by the peers, Chair, Dean, and the Review Panel.
- b. Timeline for Peer/Departmental Review
 1. By the end of week four (4) of the Spring semester,

departmental faculty members review the applicant's evaluation materials and submit their evaluations to the Department Chair. Tenure track faculty members may decline to evaluate their peers. Peers are to perform both a categorical and narrative evaluation of the faculty member, and provide a recommendation for or against the awarding of tenure and/or promotion.

2. By the end of week six (6) the Department Chair transcribes the written comments verbatim and collates the evaluations and performs his or her own evaluation. The transcribed/collated evaluations are sent to the faculty member.
3. By the end of week eight (8) the Department Chair meets with the faculty member to discuss the evaluation.
4. By the end of week nine (9) any response by the faculty member must be submitted to the Department Chair. The Chair shall immediately acknowledge in writing the receipt of the response and forward along with all other evaluation materials to the Dean.
5. By the end of week twelve (12) the Dean will complete his review and forward his recommendation to the Vice President of Academic Affairs.

c. Timeline for Review Panel

1. By the end of week six (6) of the Spring semester, members of the Review Panel complete their evaluations. Committee members are to perform both a categorical and narrative evaluation of the faculty member, and provide a recommendation for or against the awarding of tenure and/or promotion.
2. By the end of week seven (7) the Review Panel will meet to discuss their evaluation with other Review Panel members. Following this meeting, Review Panel members may edit their evaluation. The evaluation from each Review Panel member shall be submitted to the Review Panel chair.
3. By the end of week eight (8) the Review Panel Chair transcribes the written comments verbatim, collates the evaluations, and sends them to the faculty member.

4. By the end of week ten (10) the Review Panel Chair meets with the faculty member to discuss the evaluations. The Review Panel may request in writing that the applicant appear before the Committee. A faculty member applying for tenure or promotion may also ask to appear before the Committee. Faculty members appearing before the Committee have the right to be accompanied by a Faculty Association representative. Following this meeting, the Review Panel members will submit their final evaluation to the Review Panel Chair.
5. By the end of week eleven (11) any response by the faculty member must be submitted to the Review Panel Chair. The Review Panel Chair shall immediately acknowledge in writing the receipt of the response and forward it along with the Review Panel recommendation and other evaluation materials to the Vice President of Academic Affairs.

d. Timeline for VPAA and President's Review

1. The Vice President of Academic Affairs will notify the faculty member and, at the faculty member's request, the Faculty Association of recommendations made by the Dean and the Review Panel. The faculty member will have one (1) week to accept the recommendations, submit a written response to the recommendation(s) to the Vice President of Academic Affairs, or withdraw the application. The lack of a response will constitute acceptance of the recommendation. The Vice President of Academic Affairs will forward a summary of all recommendations, and his or her own, to the President.
2. After reviewing the evaluations materials, the President may, or may not, accept the recommendation from the VPAA. However, if the VPAA's recommendation was positive, and the President's decision is to deny tenure and/or promotion, the President must meet with the VPAA to discuss reasons for overturning the VPAA's recommendation. The President makes the final decision and notifies the faculty member and, at the faculty member's request, the Faculty Association, by the end of the semester.
3. A faculty member has the right to file a grievance regarding procedural violations related to the tenure and/or promotion process.

4. The President's decision is final unless the faculty member wishes to appeal to the Board of Regents. The appeal must be filed within two weeks of the President's notification. If a grievance has been filed, the grievance process must be complete prior to appealing to the Board of Regents.
5. If, in the case of promotion, the decision is to deny, at the request of the faculty member, the VPAA will meet with the faculty member to discuss the reasons for the denial once all appeal processes have ended.
6. In cases of promotion, where serious deficits in performance are identified, a meeting will be held with the faculty member, Chair, Dean, and VPAA to discuss appropriate action, which may include post tenure review.

23.3 Tenured Peer/Chair/Dean Observation of Classroom Teaching

Peer-evaluations of teaching effectiveness, including classroom observation by tenured faculty within the discipline/ department, shall be based on an agreed-upon set of departmental evaluation criteria. In the case of probationary faculty members, the observations will be conducted by the tenured discipline/department faculty, the Chair, and Dean. Tenured faculty members will be observed by the tenured faculty in the discipline/department, and the Chair or Dean or his or her designee. If a designee is used, the faculty member being observed must agree with the person chosen. Observations of classroom teaching by the Chair or Dean, and the tenured faculty in the discipline/department should occur at least once prior to the promotion or tenure of a faculty member. Such observation will be conducted openly, with full knowledge of the affected faculty member. The affected faculty member shall be given at least forty-eight (48) hours notice that a classroom observation is to be made. If there are previously scheduled exams or other class activities (i.e., field trip or guest lecturer) that do not lend themselves to classroom observation, arrangements shall be made to observe the class at another time. Classroom observations shall be completed by the end of the fall semester of the year of application for tenure and/or promotion. Probationary faculty will be observed by their mentor/mentoring team on an annual basis. The Chair or, in cases where there is not a chair, the School or College Dean and peer evaluators shall discuss the results of the classroom observation with the affected faculty member within ten (10) days following the observations. These observations shall be included in the faculty member's tenure and/or promotion dossier. The responsibility of classroom observations is not the faculty member's, but rather the responsibility of the tenured peers, Chair, and Dean. Therefore, the faculty member will be held harmless if no classroom observations were performed.

23.4 Categories for Faculty Evaluation

The foundation of the evaluation process is the triad of Teaching, Scholarship, and

Service. It is the responsibility of the faculty member to present evidence of his or her achievements and activities in each of the three areas. The criteria do not comprise a prescription to be followed, but rather an outline to be embellished and fleshed out so as to make the most compelling case possible to his or her colleagues. It should be recognized that teaching, scholarship, and service activities may overlap. Therefore, it is entirely appropriate to include such activities under multiple headings for evaluation. In evaluation, faculty should explain and document how they contribute to the overall university mission through education, research and scholarship, and service.

Bargaining Unit faculty members are evaluated on the following categories:

- a. Teaching and Advisement;
- b. Scholarship, Research, and Creative Activity; and
- c. Service.

In order to be awarded tenure and/or promotion, faculty members are required to demonstrate competence in all areas.

23.4.1 Teaching and Advising Criteria: The paramount responsibility of each faculty member is teaching and advising students. All faculty members are expected to demonstrate a commitment to excellence in teaching and advising. Classroom teaching is central to faculty performance evaluations. Activities that fall under the category of teaching include academic advising; regular course instruction; development of new courses or curricula; independent study courses; independent research; office hours; and supervision of graduate assistants; teaching assistants; student interns; and student teachers. Also included are activities to help the faculty member remain current in the fields in which he or she teaches courses. Certain disciplines have unique teaching activities such as laboratories, individual lessons or studios, and practica. Teaching is evaluated by students and faculty. Documentation may include student course evaluations; peer, Chair, and Dean classroom teaching observations; and descriptions of courses taught and developed by the faculty member. Faculty members have an obligation to advise students in their classes about class work and to serve as academic advisors to students majoring, or minoring, in the faculty member's discipline. Faculty members also have an obligation to monitor their advisees' academic progress. It should be recognized that some disciplines/departments/schools assign specific faculty members the responsibility for the majority of academic advising. However, all faculty members have an obligation to advise students in their classes about class work and related activities.

23.4.2 Scholarship, Research, and Creative Activity Criteria: Effective teaching is enhanced through involvement in the intellectual and scholarly developments in a discipline. Because what is considered appropriate scholarship, research, and creative activity may vary between disciplines, each academic unit will create its own criteria. In the case of units with multiple academic disciplines, the criteria developed may include discipline-specific items.

At the time of development of the criteria, each academic unit shall submit its criteria for scholarship to the Faculty Affairs Committee for review. If the Faculty Affairs Committee has concerns regarding the appropriateness of the criteria, a meeting will be held with the members of the academic unit to develop language all parties can agree to. After this process has been completed, the criteria must be approved by the VPAA and be kept on file in the Department Office and the VPAA's Office and included in the faculty member's dossier. Any changes in the criteria need to be submitted to the Faculty Affairs Committee and VPAA for review.

23.4.3 Service to University, Student Body, and Community: A faculty member must provide service to the University. Service to the profession and the community will also count toward the faculty member's service record.

23.5 Standards for Evaluation, Promotion, and Tenure

The appointment or promotion of a faculty member to a rank represents a judgment by the Department, Chair, Dean, VPAA, and President that the individual has met the requirements of the rank and is an indication of the institution's confidence in the individual. Tenure and Promotion are earned achievements and not entitlements.

The first contract issued to a faculty member who has been hired to a tenure-track position must state the number of years granted, if any, toward tenure or promotion. Normally, the credit towards tenure and/or promotion will not exceed two years.

23.5.1 Rank of Professor

Persons appointed or promoted to this rank shall hold an earned doctorate or terminal degree in their field, and shall have demonstrated excellence in teaching, evidence of significant scholarly or creative productivity, and leadership on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. They shall have served a minimum of five years in the rank of Associate Professor and be tenured prior to appointment or promotion to this rank.

23.5.2 Rank of Associate Professor

Persons appointed or promoted to this rank shall hold an earned doctorate or terminal degree in their field and shall have demonstrated excellence in teaching, evidence of scholarly or creative productivity, and active involvement on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements.

23.5.3 Rank of Assistant Professor

Persons appointed to this rank shall hold an earned doctorate, terminal degree, or be "All But Dissertation" (ABD) in their field. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. Assistant Professors shall show competence and creativity in teaching, demonstrated ability to do scholarly or creative work, and serve on university committees. Assistant Professors must complete their doctorate or terminal degree prior to applying for tenure or promotion to Associate Professor.

23.5.4 Tenure

Beginning in the Spring semester of the sixth year of a six year probationary tenure-track period, faculty members hired after Fall 2010 are reviewed for tenure status. Probationary faculty hired prior to Spring 2011 may elect to be reviewed in either their fifth or sixth probationary year. If approved by the President, tenure status will be granted with the subsequent year's contract. Faculty members who will not be awarded tenure will be notified by the last day of the spring semester of the same year. The faculty member denied tenure will be given a terminal year contract for the following academic year.

- a. For each year that the faculty member has served as a full-time university/college teacher at the rank of assistant professor or higher, she may receive a year's credit towards tenure with the approval of the department and/or discipline faculty and the VPAA.
- b. Normally, the maximum credit that a faculty member can receive under this policy is two years. Any further credit can only be granted with approval of the majority of the members of the Bargaining Unit within the faculty of that department and the VPAA.
- c. To be eligible, the faculty member's previous employer must be an accredited post secondary institution.
- d. In addition, within the first year of service, faculty members with significant academic or non-academic (e.g., industry, public sector) experience may renegotiate for up to two (2) years credit towards tenure by virtue of their contributions to their academic discipline or in non-academic work experiences. Such credit will be granted after the approval of the departmental faculty, the Dean, and the Vice President for Academic Affairs. Maximum credit granted will normally not exceed two (2) years.
- e. Hiring professors with tenure will be a rare occurrence and may only be done with approval of the majority of the members of the Bargaining Unit within the faculty of the department/discipline.

- f. Terminal Degree: Any faculty member who does not have a terminal degree or a master's degree plus professional certification appropriate to the discipline is expected to pursue and obtain a degree or professional certification before award of tenure. Faculty who do not meet the terminal degree requirements in their discipline are not eligible to apply for tenured faculty status. It is recognized, however, that the criteria for a terminal degree vary by discipline and that in some instances; equivalent professional achievement is regarded as a qualification for tenure. As a general rule, any faculty member whose highest degree in his or her field is from NMHU is expected to pursue and obtain a terminal degree from another institution before award of tenure. The determination of what constitutes a terminal degree in each discipline is made by the University, but normally will be the degree deemed appropriate for teaching at the college/university level by a recognized accrediting body in that discipline.
- g. Certification/Licensure: In certain disciplines, professional certification/licensure is necessary to adequately meet the requirements of the faculty position. In such cases, the faculty member must maintain current and active certification/licensure status.
- h. The criteria used to evaluate tenure are the same as those required for the rank of Associate Professor. Therefore, Assistant Professors awarded tenure will also be promoted to the rank of Associate Professor.

ARTICLE 24

POST-TENURE REVIEW

The University recognizes that the purpose of tenure is to protect academic freedom. The purpose of instituting a post-tenure review procedure is to comply with the state's post-tenure review statute, which calls for the regular, periodic review of all tenured faculty members. Post-Tenure review will be based on an evaluation of the faculty member's teaching, scholarly activity, and service to the University and community as described in this article. The timelines set forth below are a guideline for the process. While every effort will be made to adhere to the timelines, failure to adhere to timelines does not in and of itself justify a grievance. When a timeline is not met by the Administration, a written explanation must be provided to the faculty member. A faculty member grieving a failure to meet a timeline must demonstrate as part of the grievance process that the decision was prejudiced by the failure to meet the timeline.

Initiating Post-Tenure Review: If during the evaluation of a tenured faculty member a serious deficit in performance has been identified by a majority of the department faculty members, the Chair must initiate the post-tenure review process. The Dean may independently initiate the post-tenure review process, if the faculty member's evaluations indicate a serious performance deficit.

1. The faculty member will be notified by the Chair within ten (10) days of the completion of the evaluations that a comprehensive review of his or her performance will begin.
2. Within fifteen (15) days of the notification, the Chair will submit the Annual Report of Faculty Activities (see Article 23.2.1) and any other relevant materials, including the results of the peer reviews and student evaluations to the Faculty Affairs Committee via the Committee Chair. Any member of the Faculty Affairs Committee, who is from the same department or school (that does not have departments) as the faculty member under review, shall not serve on the Committee.

If the deficit in performance is in the area of teaching, at least two members of the Faculty Affairs Committee shall conduct classroom observations. Such observation will be conducted openly, with full knowledge of the affected faculty member. The affected faculty member shall be given at least forty-eight (48) hours notice that a classroom observation is to be made. If there are previously scheduled exams or other class activities, i.e., field trip or guest lecturer, that do not lend themselves to classroom observation, arrangements shall be made to observe the class at another time.

If the performance deficit occurs in research and service, the Faculty Affairs Committee will do an evaluation based on the materials submitted.

After all evidence has been presented to and reviewed by the committee, the

committee shall submit a recommendation to the Chair and Dean that indicates whether or not to place the faculty member on probation. If the committee finds that there is no serious performance deficit, the process is halted. If the recommendation is for probation and the Chair and Dean concur, the faculty member will be informed that a two-year probationary period has begun.

A remedial program will be developed by the Chair and Dean, based on specific problems identified by the Faculty Affairs Committee. This program and the procedures for evaluating progress will be developed in consultation with the faculty member.

The Chair, in consultation with the department faculty members, shall appoint a mentoring team of three members. This mentoring team shall meet with the faculty member.

It is the responsibility of the Chair to ensure that this process is followed. It is the responsibility of the faculty member to actively cooperate in this process. Failure to cooperate could mean moving immediately to Step 3.

3. The annual evaluations will be sent to the Faculty Affairs Committee each year during the two-year probationary period.

If the Committee finds that the faculty member has failed to demonstrate sufficient improvement at the end of the two-year probationary period, this will be reported to the faculty member and his or her department peers, Chair, and Dean. Within ten (10) days of this notification, the faculty member may appear before the Faculty Affairs Committee to appeal the findings, if the faculty member so chooses. The Faculty Affairs Committee would then hold a formal hearing.

- a. If the Faculty Affairs Committee finds that the performance deficit has been eliminated, the faculty member will be removed from probation after the two-year probation period has expired. This will end the faculty member's probation.
 - b. If a majority of the Faculty Affairs Committee supports the findings of a serious performance deficit, its decision, along with the findings, will be placed in the faculty member's personnel file and forwarded to the Chair and the VPAA for review and recommendation to the President. This recommendation may lead to loss of tenure and termination of his or her appointment at the University, or continued probation.
 - c. If the President's decision is to remove tenure and to terminate the appointment, the dismissal may be appealed by the faculty member according to the process outlined in Article 28.6.
4. If the faculty member was placed on probation for performance deficits in

teaching and successfully completes the probationary period, but in subsequent years, again displays performance deficits in teaching, the faculty member's employment will be terminated.

If the faculty member was placed on probation for performance deficits in research and service and successfully completes the first year of probation, but then during the second year, the faculty member again displays performance deficits, the faculty member is automatically placed on an additional one-year probationary period. However, if in subsequent years, the faculty member again displays performance deficits in research and service; his or her employment will be terminated.

Article 25 – Salaries


Salary increases in each year of this agreement will be limited to funds appropriated for such purpose by the Legislature subject to allocation by the Board, except that the Board, in its sole discretion, may elect to augment funding for salaries and benefits as appropriated by the Legislature.

Faculty salary increases will be negotiated by the University and the Association consistent with an effort to reduce salary compression between the ranks, recognize differences in market conditions between disciplines, recognize years of service to the University, recognize years in rank, and address, as appropriate, any other conditions specific to individual circumstances.

For the 2012-2013 academic year, the minimum salaries by rank for faculty members with a terminal degree in their discipline will be \$46,400 for Assistant Professors, \$52,400 for Associate Professors, and \$61,400 for Full Professors. Salary increases for returning faculty will increase by 4% for Assistant and Associate Professors and by 7% for Full Professors, plus salary adjustments for promotions in rank and/or for other changes in responsibilities or qualifications.

Compensation for faculty overload contracts will be \$800.00 per credit hour.

(Administrative proposal April 16, 2012)

 4/20/12
David M. Smith 4/20/12

ARTICLE 26**NMHU CENTERS**

Faculty members shall not be transferred to work at one of the NMHU Centers, and Center faculty shall not be transferred to work on the main campus, without the consent of the faculty member involved and discussion with the affected discipline(s), department(s), and/or school.

ARTICLE 27**TERM OF AGREEMENT**

All articles in this Agreement (except for Article 25, Salaries) shall become effective upon signature of the representatives of the parties, after ratification by the Association membership and subsequent approval by the University Board of Regents, and shall remain in effect through June 30, 2013 subject to applicable state laws.

Article 25, Salaries, shall be in effect until June 30, 2011. Negotiations related to this article shall follow the procedures outlined in Article 5.

ARTICLE 28

PROCEDURES FOR DISMISSAL OF A TENURED FACULTY MEMBER FOR CAUSE OR DISMISSAL OF TENURE-TRACK FACULTY DURING HIS OR HER APPOINTMENT CONTRACT

- 28.1 Hearing by Faculty Committee. The VPAA shall inform the faculty member whose tenure or appointment is intended to be terminated, in writing, of the reason(s) for the suggested termination (Notice of Charge). In cases of possible termination as a result of the Post-Tenure Review Process which already includes a hearing by the Faculty Affairs Committee, the faculty member moves immediately to Section 28.6 for an appeal process.
- 28.2 Upon serving the Notice of Charge, the VPAA shall notify the Chair of the Faculty Grievance Committee (FGC), who will assign the pre-termination hearing process outlined below to a Committee composed of five (5) members of the FGC appointed for this purpose at the beginning of each academic year. The Chair shall inform the VPAA and the faculty member of the members of the committee within three (3) working days of when the Chair was notified. The VPAA and the faculty member may challenge any member of the committee on the basis of a conflict-of-interest, such as a current relationship, which might lead to the appearance of bias on the part of the committee member. Such challenge shall be submitted to the Chair, in writing, within three (3) working days of receipt of the names of committee members. The Chair shall evaluate the possible conflict of interest, make a decision whether the committee member shall serve, and so notify the parties within three (3) working days of receipt of the objection.
- 28.3 The faculty member against whom the Notice of Charge is directed shall submit a written response to the charges within ten (10) working days after receiving the Notice of Charge. If the faculty member does not submit a written response to the charge, the committee shall consider if the stated grounds constitute adequate cause directly and substantially related to the fitness of the faculty member as teacher or researcher, and it may conclude without further inquiry that dismissal would be proper. At its discretion, however, the committee may investigate the charges and request that the VPAA provide additional evidence. Ten (10) working days following the faculty member's failure to respond, the committee shall forward its recommendation, with the reasons stated, to the VPAA for further action.
- 28.4 If the faculty member submits a written response to the charges, the hearing procedures set forth shall be followed. References to the complainant shall refer to the University Administration and references to the respondent shall refer to the faculty member. The Administration has the burden of demonstrating adequacy of cause based on the evidence in the record. The hearing procedures are listed below.
- a. After receiving the faculty member's written response the Chair of the committee shall schedule a hearing to occur as soon as practicable, but not more than (20)

working days after receiving the written response. The notice of the hearing shall be served in adequate time for the parties to provide all information required by subparagraph (d) below.

- b. The hearing shall be private, unless both parties agree that it should be public.
- c. Neither the Rules of Evidence nor the Rules of Civil Procedures shall apply to the hearing.
- d. At least ten (10) working days before the hearing, each party shall provide the committee and the other party with the information listed below.
 - 1. List of intended witnesses, or a statement that no witness will be called. No witnesses other than those on the list may testify without the consent of the committee.
 - 2. Any statement of an absent witness. If such a statement is submitted, the other party may submit a further statement by that witness at least five (5) working days before the hearing, if obtained. If the absent witness does not cooperate in the submission of a further statement, the other party may request that the absent witness's statement not be accepted by the committee.
 - 3. Copies of documents the party plans to introduce into evidence. No other documents may be introduced without the consent of the committee.
- e. The order of the hearing shall be as described below.
 - 1. Complainant's presentation of case
 - 2. Respondent's presentation of case.
 - 3. Rebuttal by complainant, if any.
 - 4. Rebuttal by respondent, if any.
 - 5. Closing arguments by complainant.
 - 6. Closing arguments by respondent.
- f. The committee may exclude unfair, irrelevant, or duplicative evidence but will not be bound by judicial rules of evidence.
- g. Parties shall have the right, within reasonable limits, to question all witnesses. Statements of absent witnesses shall be allowed only if provided in advance (as set forth above) and only if the absent witness cooperates with the opposing party

by being available for questioning and for an additional written statement if desired by the opposing party.

- h. All parties shall have the right to be present at the hearing and to be accompanied and/or advised by an advisor or an attorney. However, the attorney may not participate in the hearing itself.
 - i. Witnesses shall be present only to testify.
 - j. A verbatim record of the proceedings shall be made.
 - k. After the conclusion of the hearing, the committee shall recess for closed deliberations. All decisions of the committee shall be by majority vote, the Chair voting in case of a tie. The committee shall issue a written recommendation of its findings to the President within three (3) working days of the conclusion of the hearing.
- 28.5 Role of the President. The President of the University will consider the findings and recommendation of the Committee and shall inform the faculty of the intended action by the University. If the President decides upon dismissal, a Notice of Dismissal will be issued to the faculty member and employment terminated effective with the Notice of Dismissal.
- 28.6 Appeal to the Board of Regents. The faculty member may appeal his employment termination to the Board of Regents by submitting a written request within ten (10) working days of receipt of the President's decision. Such appeal shall be decided based on the record of the committee hearing and the President's reasons. The Board shall notify the faculty member and the VPAA, in writing, of its decision with respect to the appeal; and its decision shall be final and binding on the parties. In cases where the Board overturns a decision to dismiss a faculty member and the faculty member has been terminated, the faculty member shall receive any pay he or she would have received if the dismissal had not taken effect.

ARTICLE 29

GRIEVANCE

29.1 Scope

29.1.1 A "grievance", for the purpose of this Agreement, shall be defined as a claim that a provision or provisions of this Agreement have been violated. Any other dispute or disagreement pertaining to a final administrative decision that directly affects a faculty member's employment or related personnel matters, except for tenure, promotion, reappointment, or dismissal, will follow procedures outside of this Agreement.

29.1.2 In accordance with Article 23, a grievance alleging procedural violations with respect to tenure or promotion, or a grievance alleging a violation of this Agreement with respect to reappointment, shall be filed within twenty (20) days of the final decision by the President or VPAA respectively. Dismissal shall be handled in accordance with Article 28.

29.2 Definitions

29.2.1 A "grievance" shall be defined as a claim that a provision or provisions of this Agreement have been violated. Claims of discrimination on the basis of race, color, religion, national origin or ancestry, gender, age, physical or mental disability, serious medical condition, spousal affiliation, sexual orientation, gender identity, veteran status or any other basis prohibited by applicable law, or claims of harassment and retaliation, are not grievances, but should be reported to the Office of Human Resources for investigation.

29.2.2 A "grievant" shall be any faculty member, group of faculty members, or the Faculty Association.

29.2.3 "Days" shall mean workdays when the University is open.

29.2.4 The "respondent" means a University employee who is responsible for the alleged violation of the Agreement. If the action giving rise to the grievance was taken by a vice-president, the president or the Board, the University shall be considered the respondent and may be represented by a representative of its choice.

29.3 Basic Principles

29.3.1 The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure.

29.3.2 The parties acknowledge that it is desirable for problems to be resolved where

possible through free and informal communication. The parties, as well as individual faculty members and their immediate supervisors, are therefore encouraged to resolve problems in this manner.

- 29.3.3 Any faculty member or group of faculty members shall have the right at any time to present complaints to their supervisors informally and to have such complaints considered in good faith without the intervention of the Faculty Association, provided that settlements arising out of such interaction shall not be inconsistent with the terms of this Agreement, if applicable.
- 29.3.4 Grievance proceedings shall be kept as informal and confidential as possible at all levels of this procedure.
- 29.3.5 No reprisal or retaliation shall be taken against any party as a result of participation in the proceeding of a grievance.
- 29.3.6 The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
- 29.3.7 If the University fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- 29.3.8 If the grievant fails to comply with the grievant's time limit requirements as set forth under any procedure levels, the grievance shall be considered null and void.
- 29.3.9 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by both parties.
- 29.3.10 A grievance shall not be considered unless the grievant files the grievance no later than twenty (20) days after the grievant knew, or reasonably should have known, of the action that precipitated the grievance. Actions taken when the faculty member is not under contract must be grieved no later than 20 days after the beginning of his or her subsequent contract.
- 29.3.11 A grievant and the respondent may be accompanied and represented by a representative of his or her choice at any hearing or meeting conducted under this procedure. If the University is the respondent, it may be represented by a representative of its choice.
- 29.3.12 A faculty member, acting individually, may present a grievance without the intervention of the Faculty Association provided the grievance has been processed in accordance with this procedure.
- 29.3.13 If a grievance affects a group of two or more bargaining unit members or

involves a decision or action by the University that has a system-wide impact, the Faculty Association may submit the grievance on behalf of the affected faculty members at Level Two of this procedure. The grievance may be submitted at Level One if all of the faculty members have the same Dean.

- 29.3.14 The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- 29.3.15 All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
- 29.3.16 Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-instruction time.

29.4 Formal Procedure

- 29.4.1 Whether or not a grievant attempts to resolve a concern through informal discussion, a formal grievance must be filed at the appropriate step within twenty (20) days after the grievant knew, or reasonably should have known, of the action that precipitated the grievance.
- 29.4.2 A formal filing of a grievance shall in every case and at every level specify:
 - a. the nature of the grievance, including a brief statement of pertinent facts, evidence supporting the grievance, and a history of the grievance process to date;
 - b. the provision(s) of the Agreement alleged to have been violated;
 - c. the identity of the respondent, if any; and
 - d. the remedy sought by the grievant

29.5 Level One

- 29.5.1 Within twenty (20) days after the Grievant knew, or reasonably should have known, of the action that precipitated the grievance, the grievant or the grievant's Faculty Association's representative must file a formal grievance along with a request for a meeting in writing to the Dean with the objective of resolving the grievance informally. If the Dean is the respondent, the grievance may be filed with the VPAA.
- 29.5.2 If there is a respondent, the Dean will share the grievance with the respondent within five (5) days after receiving the grievance. The respondent may submit a

written response to the grievance within ten (10) days of receipt. The Dean may meet one or more times, individually or together with the Grievant, the Respondent, and any other individuals with relevant information, in the Dean's sole discretion, provided that, the Grievant may always include the Faculty Association in any meetings he or she attends. The respondent may be represented at all meetings by a representative of his or her choice.

- 29.5.3 If the Dean has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. The University may defer the grievance back to Level One if the Dean at that Level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of the receipt of the grievance.
- 29.5.4 Within ten (10) days of his last meeting with either the grievant or respondent, the Dean shall issue a written response to the grievant, the respondent, and to the Faculty Association.
- 29.5.5 If either the grievant or respondent is not satisfied with the Dean's disposition, or the Dean has not responded within ten (10) days of the time set forth in 29.5.4, the grievant or respondent may appeal the grievance to Level Two (VPAA) no later than ten(10) days following the receipt of the Dean's response, or failure to respond.

29.6 Level Two

- 29.6.1 An appeal to the VPAA (or the President, if the VPAA is the subject of the Grievance) must include the original grievance along with a description of the evidence deemed relevant by the grievant, and a statement of the grievant's requested outcome. If the Faculty Association has filed the grievance on behalf of more than one faculty member, a representative faculty member must be identified.
- 29.6.2 No later than the ten (10) days following receipt of the written grievance, the VPAA shall schedule a meeting or meetings in an attempt to resolve the grievance. To this end, the VPAA may meet one or more times, individually or together with the Grievant, the Respondent, the Dean and any other individuals with relevant information, at the VPAA's sole discretion, provided that the Grievant may always include the Faculty Association in any meetings he or she attends and the Respondent may be represented by someone of his or her choice.
- 29.6.3 No later than thirty (30) days following receipt of the written grievance, the VPAA will issue a statement that the grievance has been resolved to the satisfaction of both parties and describes the resolution, or that provides a resolution to the grievance. In either case the VPAA will submit the disposition to the grievant, the respondent, the Faculty Association, and any other

appropriate party.

- 29.6.4 If there was no agreed upon resolution at Level Two and either the grievant or respondent is not satisfied with the VPAA's disposition, the grievant or respondent may appeal the grievance to Level Three no later than ten (10) days following the receipt of the VPAA's resolution.

29.7 Level Three

- 29.7.1 Within ten (10) days of receipt of the grievance, the President or his or her designee shall schedule a hearing to be held within twenty (20) days of receipt of the VPAA's resolution.
- 29.7.2 The President or his or her designee shall inform the parties of the process for exchange of witness lists, documents and other procedural matters. Each party shall be entitled to present evidence and/or witnesses and shall have the right to question witnesses brought by the other party. The Grievant may be represented by the Faculty Association and the Respondent may be represented by someone of his or her choice. The hearing shall be recorded, by tape recording or other similar means.
- 29.7.3 If the President conducted the hearing, after the conclusion of the hearing, the President shall issue a written decision to the grievant, the Faculty Association, the respondent, the Dean, and the VPAA, as appropriate.
- 29.7.4 If the President's designee conducted the hearing, no later than ten (10) days following the conclusion of the hearing, the designee shall submit the hearing record and his or her recommendation to the President. The President may accept, reject or modify the designee's recommendation and shall issue a written decision to the grievant, the Faculty Association, the respondent, the Dean, and the VPAA, as appropriate.

29.8 Arbitration

- 29.8.1 If both the Grievant and the Faculty Association are not satisfied with the President's written disposition, the Faculty Association may appeal the Grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's written decision.
- 29.8.2 The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. The process shall be conducted no later than ten (10) days following receipt by the parties of

the list of arbitrators from FMCS or AAA.

- 29.8.3 The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- 29.8.4 The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to extend, subtract from, or detract from the right of the employees covered by this Agreement. The written decision must be sent to the grievant, the Faculty Association, and the President.
- 29.8.5 The arbitrator's decision shall be final and binding on all parties.
- 29.8.6 The arbitrator's fees and costs shall be shared equally by the Faculty Association and the University, when the Grievant(s) is/are dues-paying member of the Faculty Association. If the faculty member is not a dues-paying member of the Faculty Association, the faculty member must pay for costs normally paid by the Faculty Association. All other expenses shall be assumed by the party incurring the cost.

ARTICLE 30**EMPLOYER'S POLICIES**

The Association recognizes the right of the University to establish such policies as it may deem necessary or desirable, provided that such policies are not in conflict with the terms and provisions of this Agreement. Application of Board approved policies shall apply equally to all faculty members. Any controversy between the University and the Association as to whether or not a policy is in conflict with the terms and provisions of this Agreement shall be considered a dispute subject to the arbitration procedure in Article 29 Grievance and Arbitration.

ARTICLE 31**WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the limited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

The University and the Association, each voluntarily and without qualification, agree that for the life of this agreement that the other shall not be obligated to bargain collectively with respect to any subject or 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 32**SAVING CLAUSE**

In the event that any portion of this Agreement is invalidated by a passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating the provision so invalidated.

APPENDIX A

MATERIALS FOR THE TENURE/PROMOTION DOSSIER

For the purposes of evaluation for promotion and tenure, each faculty member shall develop a dossier. The dossier will be summative, and should closely reflect the information presented in the faculty member's Annual Reports from the previous years. Information should be relevant to the time of hire for tenure and the time in rank for promotion. The dossier shall include the following and must be certified by the Chair prior to submission:

1. Table of Contents with page numbers.
2. Cover letter confirming the faculty member's intent to enter the tenure and/or promotion review process.
3. Self Evaluation.
4. Narrative history of the faculty member at NMHU.
5. Teaching and advisement section that includes:
 - a. A narrative statement on the faculty member's teaching philosophy.
 - b. A narrative of the teaching and advisement activities at NMHU.
 - c. Copies of student evaluations for previous five years.
 - d. Copies of peer, Chair, and Dean observations of classroom teaching.
 - e. Professional development activities related to teaching.
 - f. Additional documentation regarding teaching and advisement activities.
6. Scholarship, Research, and Creative activities section that includes:
 - a. A narrative statement on the faculty member's scholarship at NMHU for the past five years.
 - b. A copy of the department's approved Research and Scholarship criteria.
 - c. A list of publications, presentations, recitals, shows, and funded research.
 - d. Professional development activities related to scholarship.
 - e. Additional documentation regarding scholarship activities.
7. Service activities section that includes:
 - a. A narrative statement on the faculty member's service at NMHU for the past five years.
 - b. Documentation of service to the University, Student Body, Community, and Profession.
8. Current Curriculum Vitae.

Article 25 – Salaries


Salary increases in each year of this agreement will be limited to funds appropriated for such purpose by the Legislature subject to allocation by the Board, except that the Board, in its sole discretion, may elect to augment funding for salaries and benefits as appropriated by the Legislature.

Faculty salary increases will be negotiated by the University and the Association consistent with an effort to reduce salary compression between the ranks, recognize differences in market conditions between disciplines, recognize years of service to the University, recognize years in rank, and address, as appropriate, any other conditions specific to individual circumstances.

For the 2012-2013 academic year, the minimum salaries by rank for faculty members with a terminal degree in their discipline will be \$46,400 for Assistant Professors, \$52,400 for Associate Professors, and \$61,400 for Full Professors. Salary increases for returning faculty will increase by 4% for Assistant and Associate Professors and by 7% for Full Professors, plus salary adjustments for promotions in rank and/or for other changes in responsibilities or qualifications.

Compensation for faculty overload contracts will be \$800.00 per credit hour.

(Administrative proposal April 16, 2012)

 4/20/12
David M. Smith 4/20/12