

COLLECTIVE BARGAINING AGREEMENT

Between San Juan College and
San Juan College Educational Association

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SECTION I

AGREEMENT, RECOGNITION, AND RIGHTS

ARTICLE 1

AGREEMENT

This Agreement is made and entered into by and between San Juan College, hereinafter referred to as the "College," and the San Juan College Education Association, hereinafter referred to as "SJCEA", to provide terms and conditions of employment for bargaining unit employees of the College as identified in the appropriate bargaining unit and certified by San Juan College Labor Management Relations Board.

ARTICLE 2

ASSOCIATION RECOGNITION

The College hereby recognizes SJCEA as the exclusive representative of the bargaining unit of full-time faculty and faculty administrators with a nine-month or greater contract and a sixty percent (60%) or greater teaching load, inclusive of release time, in the following faculty ranks: Instructor, Assistant Professor, Associate Professor, or Professor or one of these ranks in conjunction with a Coordinator or Director title.

ARTICLE 3

DEFINITIONS

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

1. **"Bargaining Unit"** shall mean all full-time faculty and faculty administrators at San Juan College with a nine-month or greater contract and a sixty percent (60%) or greater teaching load, inclusive of release time, in the following faculty ranks: Instructor, Assistant Professor, Associate Professor, or Professor or one of these faculty ranks in conjunction with a Coordinator or Director title.
2. **"Bargaining Unit Employee"** shall mean any San Juan College employee in the bargaining unit. This term is synonymous with faculty, faculty member or instructor in this document.
3. **"College"** shall mean San Juan College or SJC.
4. **"SJCEA"** shall mean the San Juan College Educational Association. This term is synonymous with Association.

5. **"Board"** shall mean the San Juan College Board of Trustees.
6. **"State Labor Board"** shall refer to the New Mexico Public Employee Labor Relations Board (PELRB).
7. **"President"** shall mean the chief executive officer of San Juan College.
8. **"School"** shall mean a broad academic unit which has a Dean as its head, examples including Business, Information Technology and Social Sciences; Energy; Health Sciences; Arts and Humanities; Trades and Technology; Science, Math, and Engineering.
9. **"Dean"** shall mean the administrative head of a School.
10. **"Administration or Administrator"** shall refer to any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Learning, President, or their designee.
11. **"HR"** shall mean Human Resources and Legal Activities.
12. **"Faculty Handbook or Handbook"** shall refer to current Faculty Handbook.
13. **"Day"** shall mean one working day, Monday through Friday except for holidays which are observed by the College and days which the Human Resources office is closed unless otherwise defined in this Agreement.
14. **"Fiscal year"** shall refer to the 12-month period from July 1st to June 30th of the subsequent calendar year.
15. **"Academic year"** shall refer to the 12-month period from the day after May graduation until the May graduation of the subsequent calendar year, comprised of Summer, Fall, and Spring terms.
16. **"Gender:"** The use of one gender term shall be interpreted as including all gender expressions.

ARTICLE 4

AGREEMENT CONTROL

1. The parties will abide by the terms of the Agreement.
2. The terms of this Agreement control in the event of conflict with any College policy, regulation, or directive including, but not limited to, the Employee Handbook. Any changes

to College policy affecting working conditions shall be negotiated through collective bargaining.

3. Written agreement to enter into negotiations during the term of this Agreement may result in a written Memorandum of Understanding agreed to by the parties to be appended to this Agreement and expires upon the expiration date of the Agreement.
4. The Agreement and attachments thereto incorporate the entire understanding of the parties on all matters which were discussed during negotiations leading to this Agreement.

ARTICLE 5 SEVERABILITY

This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Agreement shall be found to be contrary to law, such provision shall have effect only to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect. Any provision determined to be contrary to law will be re-negotiated by the parties provided either party submits a request to reopen negotiations no later than fifteen (15) days after issuance of ruling by the court or agency or enactment of the new law.

ARTICLE 6 DURATION

1. All articles in this Agreement shall become effective upon ratification by the San Juan College Board of Trustees and SJCEA membership and signature of the parties and will continue in full force and effect through June 30, 2029. Either party may reopen negotiations on the Faculty Salaries Article, and two (2) other issues identified by each party, by providing the written proposal to the other party by March 15, 2027 and March 15, 2028.
2. The parties shall commence negotiations on the successive agreement no later than January 30th of the year the agreement expires.

ARTICLE 7 FACULTY INDIVIDUAL RIGHTS

1. Faculty have the right to form, join, or assist the SJCEA or any other labor organization. Faculty have the right to not form, not join, or not assist the SJCEA or any other labor organization.

2. Faculty have the right to arrange work schedules with supervisors so that those work schedules do not result in exorbitant work hours, long days, or stretches without days off. Faculty can arrange their schedules with evening or weekend teaching times appropriate to the needs of their departments or programs.
3. Faculty have the right to teach overload sections, and also to decline to teach overload sections.
4. Faculty have the right to volunteer for or accept committee assignments and to refuse such assignments.
5. Faculty are responsible to regularly check e-mail and other official means of college communication for updates and information. Faculty who do not have summer duties should check e-mail prior to starting back at work at the end of the summer. If an emergency or similar situation requires contacting faculty during summer or other holiday times when they are off contract, the college should contact them by home or personal phone to ensure they get the information. This is especially the case in situations that require faculty to respond or take action by a deadline during the off-contract times.
6. Faculty have a right to be provided appropriate office and workspace, as well as supplies and materials needed to do their jobs.
7. The personal life of a faculty member is not an appropriate concern for discipline unless it affects the member's work performance or the safety of employees or students.
8. Faculty have the right to consult with SJCEA on job related issues such as reassigned time, committee assignments, hiring committees, etc.
9. Faculty have the right to representation by SJCEA in all disciplinary processes.

ARTICLE 8

SJCEA RIGHTS

The parties agree that the SJCEA has the right and duty to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the College. In exercising those rights, the following provisions shall apply:

1. Use of College Property

SJCEA shall be allowed to schedule and conduct meetings and set-up informational tables, without undue interference. SJCEA will be allowed to use college facilities in accordance with College facility use procedures and policies for internal groups. Fees associated with such use will be waived by the College. Such meetings shall not interfere with the normal operations of the College.

2. Use of College Mail, Email, & Office Equipment

SJCEA shall have the right to use campus mail and electronic communication such as email or other similar communication systems for its business and to communicate with the members of the Bargaining Unit. These communications should be free of undue interference from the College. Such emails shall not be derogatory, inflammatory, or disparaging of any College employee or elected official nor contain any political information. SJCEA shall also have the right to use College office equipment, such as computers, copiers, and audio-visual equipment.

3. Use of Bulletin Boards

The College will designate a space consistent in size with other bulletin boards in each school office area and in the CPED for use by SJCEA. The bulletin board will be provided by the College. The materials posted by SJCEA shall not be derogatory, inflammatory or disparaging of any college employee or elected official nor contain any political information.

4. Use of College Website

SJCEA shall have the right to place a link to its web page on the College website which will take the user to a disclaimer page with the following message:

“The following link is an external website managed by the San Juan College Education Association, and does not necessarily reflect the views of San Juan College.”

No material that is libelous or of a personally derogatory nature shall be posted on the Association’s website.

5. Access to Bargaining Unit Employee Information

The College will provide SJCEA upon request following the Fall and Spring Convocation with the following bargaining unit information in an editable digital file format:

- A. the employee's name and date of hire;
- B. work telephone number;
- C. work email address;
- D. employee's job title, rank, salary, school, department and assigned release time.

This information will be provided within ten (10) College work days of the request.

The College shall provide updated information on any changes to faculty (as indicated in Item 5), in the bargaining unit within 20 days of such changes taking effect.

6. Access to Information

The College shall make available to the SJCEA upon its request any public information in accordance with applicable law. Whenever possible this information shall be provided in an editable digital format.

7. Representation

SJCEA has the right to have a representative in each of the six (6) schools. SJCEA will notify the Vice President of Human Resources of all representatives and the scope of their authority

within thirty (30) days of execution of this agreement, followed by annually on or before September 15th and within ten (10) work days of any change. When there is not a designated representative for a school SJCEA will name a designee.

Representatives shall have the right to bring matters of concern to the attention of the deans as well as the right to meet with members of the bargaining unit and distribute information. SJCEA may meet with bargaining unit employees in accordance with the law. Representatives will be able to meet with members during regular work hours at their work locations to investigate and to discuss grievances, workplace-related complaints and other matters related to employment relations.

8. Freedom of Expression or Statement about Commenting to Media

In keeping with First Amendment protections, SJCEA officials are free to comment on issues to the media on matters of interest to members of the bargaining unit. Such officials shall clearly state that they are not speaking as official representatives of the College.

9. Speaking to the Board

SJCEA or Faculty Association shall have the right to speak to items under consideration by the Board at board meetings for up to ten (10) minutes, in accordance with guidelines in state law.

10. Speaking at New Faculty Orientation

SJCEA shall have the right to meet with new faculty in the bargaining unit within thirty days from the date of hire for a period of at least thirty minutes but not more than one hundred twenty minutes. An initial meeting shall be scheduled during the time the New Faculty Learning Community is in session (or other new employee orientation should NFLC cease to operate). If the College chooses to not conduct new faculty orientations, the meeting can take place with individual or groups of new faculty, such as meetings included in the convocation schedule that is sent out to all employees.

ARTICLE 9 MANAGEMENT RIGHTS

The College retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Mexico, federal laws and the Higher Learning Commission (the accrediting agency for the college); so long as this right is not expressly superseded by a provision of this Agreement. The College agrees to abide by Criterion # 5 as outlined in the Higher Learning Commission Criteria for Accreditation when exercising those powers, rights, authority, duties and responsibilities. Such rights include, but are not limited to, the following:

1. to determine the mission of the College, its schools, departments, and programs;
2. to set standards and qualifications;
3. to exercise control and discretion over College organization, operations, finances, employees, property, equipment, and facilities;
4. to direct employees of the College;
5. to hire, transfer, assign, and retain employees in positions within the College; and to suspend, discharge, or take other disciplinary action against employees only when warranted and through the use of due process as outlined in the Disciplinary, Reduction in Force, Grievance and elsewhere in this agreement;
6. to relieve employees from duties because of lack of work, decrease in student enrollment, programmatic changes, or for other business reasons through a systematic, fair, and transparent process as outlined in the Reduction of Force Article;
7. to maintain the efficiency of the operations entrusted to the College and its Administration;
8. to determine the methods, means, and personnel by which the College operations are to be conducted;
9. to promulgating policies, rules, regulations, directives, and orders provided such are not in conflict with this Agreement; and
10. to take actions that may be necessary to carry out the functions and mission of the College and maintain uninterrupted service to its students in situations of emergency.

The College retains all rights not expressly and specifically limited by a collective bargaining agreement, by the College's Labor Management Relations Resolution, or the NM Public Employee Bargaining Act. This provision shall not be interpreted to prohibit bargaining on the impact of these issues for the duration of this Agreement, or in negotiations for a successor Agreement.

SECTION II

PROFESSIONAL EXPECTATIONS

ARTICLE 10 PERSONNEL FILE

1. The College 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. Nothing in this Article shall prohibit a supervisor from maintaining working files on bargaining unit members.
2. A faculty member will be permitted to review the material contained in his or her file.
3. The College 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.
4. An employee may request an electronic copy of documents or the entire personnel file from Human Resources. Any request for documents amounting to less than 10 MB will be transmitted by email. Any request requiring the transmission of 10 MB of information or more requires the employee to purchase a USB drive from the Business Office. For the first request requiring a USB drive, the USB drive will be provided by the College. Documents will be provided within five (5) business days of the request or date of providing the USB drive to Human Resources, whichever is later.
5. Faculty members may also place in their file materials relevant to their academic qualifications.
6. Faculty members may also place into the college's performance management system materials relevant to their academic qualifications, teaching, professional development, research, scholarship, and service.
7. If a faculty member 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 VPL, in writing, that the material be removed. The VPL shall consider whether the material 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.
8. Materials in a faculty member's personnel file shall not be removed by College officials without the consent of the faculty member.

ARTICLE 11

NON-DISCRIMINATION STATEMENT

1. The College and SJCEA agree that each will not interfere with the rights of the bargaining unit employees to join, or refrain from joining, SJCEA; and agree that each will not directly or indirectly discriminate against, interfere with, coerce, restrain, demote, transfer, or discipline a bargaining unit employee because of an employee's membership or non-membership in SJCEA or because of an employee's status as representative or officer of SJCEA.
2. Both the College and SJCEA agree that they shall not discriminate against a bargaining unit employee because of action taken in processing grievances under the provisions of this Agreement.
3. In a desire to restate their respective policies, neither the College nor the SJCEA shall unlawfully discriminate against a bargaining unit employee because of race, color, sexual orientation, religion, gender, age, national origin, ancestry, political affiliations, disability, marital status, veteran status or SJC campus affiliations.
4. The parties agree they shall not discriminate for any reason addressed in Federal or State law, the College's Resolution on collective bargaining, or the Employee Handbook. Claims of discrimination may be filed with the appropriate administrative agency.

ARTICLE 12

ACADEMIC FREEDOM

1. Academic freedom is a right protected by the First Amendment of the United States Constitution.
2. A society, to remain free, requires citizens to be well-schooled in traditional knowledge and capable of critical evaluation of both new and old ideas. An institution of higher education can best foster growth in a democratic society when both student and instructor can freely participate in the process of sifting and weighing traditional approaches and creating and evaluating new ones. Through the community and the community college, society should provide an academic atmosphere in which questioning is encouraged, where alternatives can be explored, and where one may follow where an inquiry leads. It is, therefore, imperative that San Juan College faculty and students enjoy full freedom in the discussion of their subject and related matters, both in and beyond the classroom; the ultimate purpose of such freedom being pursuit of truth.
3. In their work, faculty are governed by the policy statements of the college. They are entitled to freedom in the classroom in discussing their subjects, but an instructor should be careful not to introduce controversial matter into their teaching that has no relation to one's subject.

4. As a citizen, an instructor is governed by civil law. Faculty are entitled to all the personal and civil liberties pertaining to citizenship, and the legal exercise of these privileges should in no way endanger one's position as a member of the college's instructional staff.
5. An instructor's right to express themselves on matters of college policy and procedure shall not be denied or abridged, nor should such an expression jeopardize one's academic position, as long as the faculty member expresses themselves in a professional and ethical manner.
6. An instructor who speaks or writes as a citizen should be entirely free from institutional censorship or discipline, but their special position in the community obliges them to remember that the public may judge one's profession and institution by the validity of one's opinions and the manner in which they are expressed. When speaking or writing as a citizen, an instructor should indicate that they are not an institutional spokesperson.
7. When an instructor speaks or writes, as a citizen or as a faculty member, they should strive to be scrupulously accurate and objective, to maintain a professional demeanor, and to show respect for the convictions of others.
8. Academic Freedom does not protect instructors from the consequences of dishonesty, libel, slander, plagiarism, or intentional misrepresentation.

ARTICLE 13

INTELLECTUAL PROPERTY

1. San Juan College recognizes that faculty create commercially valuable intellectual property as a result of their involvement in their normal duties of teaching, scholarship, and service. Such intellectual property consists of, but is not limited to, books, films, works of art, musical compositions, laboratory manuals, demonstration materials, computer software, new teaching materials on processes, etc. The purpose of this policy is to assure and encourage the creation and dissemination of intellectual property.
2. SJCEA and the College agree that faculty shall have exclusive rights to all copyrightable/patentable material that is not work for hire. Material is not work for hire if it is produced within the scope of a faculty member's normal responsibilities. Such material created by the faculty member remains the intellectual property of the author/inventor/creator, regardless of whether it is stored in paper or electronic form in college-owned cabinets, computer files, course management systems, course delivery systems, or electronic storage devices. Works for hire are the result of a faculty member having been commissioned in writing by the College to produce a specific work that is explicitly out of the norm of regular duties as defined in the Agreement.

ARTICLE 14

RELIGIOUS AND CULTURAL PRACTICES

1. San Juan College and SJCEA support an inclusive work environment where diverse perspectives are recognized, respected, and valued as a source of strength.
2. Faculty and supervisors should collaborate on a faculty member's teaching/work schedule to include both instructional duties and cultural identity.
3. When necessary or expected as part of religious practices or cultural norms, faculty can participate in and/or observe religious holidays and/or cultural events/obligations (e.g. ceremonies, etc.).
4. Faculty shall notify the chair or dean of any absence from work (in accordance with faculty leave policy) that is related to religious practices and cultural observances.
5. It is the faculty member's responsibility to cover any missed classes or provide alternative assignments to avoid compromising the integrity of the course.

SECTION III

PROFESSIONAL RESPONSIBILITIES

ARTICLE 15

ACADEMIC LOAD AND FACULTY RESPONSIBILITIES

1. Faculty Workload

The primary responsibility of San Juan College faculty is effective student instruction leading to student success. Faculty workload should provide faculty sufficient time to develop, deliver, and assess their courses; hold student hours; evaluate student coursework; advise students; participate in college and/or program level service; and participate in continued faculty development.

A full-time faculty load (for a nine-month contract) typically consists of 30 load hours split between the fall and spring semesters of an academic year, i.e. as 15 credits each semester. However, alternative load calculation methods (such as a 40-hour week schedule) may be used by the school dean when approved by the Vice President for Learning to accommodate needs of the varied programs across campus. The full-time faculty load for contracts other than the nine-month contract will be approved by the appropriate dean and/or Vice President for Learning.

2. Load Hour Definition

A load hour is the standard unit of measure for faculty compensation. The load hour consists of approximately 1500 minutes of preparation, instruction, and evaluation time per semester. In a typical 15-week semester this equates one load hour to about two hours of work per week. Student hours, college service, and professional development are not included in the load hour calculation.

3. Calculation of Teaching Loads

The following standards have been established for determining load hour calculations. Deviations from these standards may be proposed by the school dean and approved by the Vice President for Learning.

- A. Lecture (face-to-face or online): 1 load hour per student credit hour. This equates to 750 minutes of instruction time and approximately 750 minutes for preparation and evaluation per semester for the face-to-face courses, and 1500 minutes for preparation, regular and substantive interaction, and evaluation in online courses.
- B. Science Labs (Astronomy, Biological Anthropology, Biology, Chemistry, Geology, and Physics): Faculty receive 1 load hour per lab contact hour for face-to-face science labs. Online science labs will receive the same load hours as the equivalent course offered face-to-face. This equates to 750 minutes of instruction time and approximately 750 minutes for preparation and evaluation per semester for face-to-face labs and 1500 minutes for preparation, regular and substantive interaction, and evaluation in online labs per load hour.

- C. Trades and Technology Labs in automotive, autobody, building trades, cosmetology, diesel, drafting/GIST, fire science, and welding are focused on providing hands-on, skill-oriented learning. Faculty teaching these face-to-face labs will receive 1 load hour for each 1000 minutes of lab instruction time and approximately 500 minutes of preparation and evaluation per semester.
- D. Studio and All Other Labs: 0.7 load hours per studio or lab contact hour. This equates to 750 minutes of instruction time and approximately 300 minutes for preparation and evaluation per semester.
- E. Performances: 1 load hour is a Performance Unit equal to 30 hours working with students in course activity such as rehearsals and performances. This load is associated with theater productions, concert band, musical combos, choir, high school festivals, and so forth.
- F. Private Lessons: Private lessons are paid at the current hourly rate for applied music classes which is determined by the School Dean and the Vice President for Learning.
- G. Programs Governed by Accreditation and Regulation Standards: Load is dependent upon accreditation and/or regulation requirements and recommendations. Load hour standards will be proposed by the school dean and approved by the Vice President for Learning, and updated on an annual basis.

4. Underload

If the total teaching load for a faculty member on a nine-month contract is expected to fall below the contract requirements at the end of spring term, the school dean may, with both the faculty member's and Vice President for Learning's approval select one or a combination of the following options to ensure a full teaching load:

- A. Assign the faculty member to relieve an adjunct or overloaded faculty member of a class during spring term; or
- B. Assign the number of load hours needed to complete their contracted load in the summer term;
- C. In rare occasions, assign a project with measurable outcomes and documented time commitment; or
- D. Arrange for the faculty member to withdraw load hours from the leave bank to cover the contract commitment; the faculty member may only use personally accumulated hours; or
- E. A faculty member may elect to take a reduction in salary.

5. Overload

Overloads, as defined above under faculty workload, are any load hours, or fractions of a load hour, above 30 load hours in an academic year for faculty on a nine-month contract. There is no expectation that any faculty member will teach a course overload.

- A. A faculty member may elect to receive compensation for overloads in the term worked, in the spring semester, or may place the load hours into the faculty leave bank.
- B. The overload rate of pay will be \$801 per load hour in Fall and Spring semesters and \$961 per load hour in Summer semester.
- C. In order for faculty to have sufficient time to develop, deliver, and assess their courses; work with students; participate in professional development; and serve on college committees; faculty members will not be assigned a workload that exceeds 23 load hours in fall or spring terms or 12 load hours in the summer session. For example, a faculty member teaching 15 load hours (such as five 3-load hour classes) to meet their regular load, may teach up to 8 additional hours (such as two 3-load hour classes and a 2-load hour lab). Exceptions to this rule must be approved by the Vice President for Learning.

6. Additional Assignment Load Compensation

- A. *Department Chairs/Lead Instructors.* Compensation for duties, when appropriate, will be determined by the Dean from a formula that considers the number of part- time and full-time instructors, as well as the total number of sections within the area of responsibility.
- B. *Stacked Classes.* When two or more classes are taught concurrently, the classes will count as a single course. Stacked courses should have a minimum of 10 students combined in order to be offered. The load credit will be determined from the individual course with the highest load.
- C. *Team Teaching.* When two or more faculty members share the instruction of a single course, the load will be divided between the faculty members based upon the contribution of each faculty member. The Team-Teaching Form must be approved by the school dean and on file in Human Resources before the course begins.
- D. *Cooperative/Internship Courses.* Faculty members who perform the duties associated with cooperative and/or internship courses will receive 1/3 load hour at the adjunct rate per credit hour in the course. Load is assigned based on the number of courses approved, not the number of students enrolled.
- E. *Global Studies.* Faculty will receive one load hour for each credit hour of the approved course. If the course is team taught, the load hours will be divided between the faculty members based upon the contribution of each faculty member, and the Team-Teaching Form will be approved by the school dean and on file in Human Resources before the course begins. The faculty member(s) will be compensated at the summer faculty salary rates.
- F. *Independent Study Courses.* Independent study courses are courses offered for one to three students and require the approval of the school dean. Faculty will be paid at the adjunct rate for one hour of load credit for a three-credit hour course. Payment is prorated for courses that have fewer or more than 3 credits. Faculty are not paid for an

independent study course if they are teaching a regular section of the same course.

G. *Low Enrolled Courses.* Low enrolled courses are defined as courses with enrollment between four and nine students. Low enrollment courses are to be avoided and low-enrolled elective courses will generally be cancelled. In multiple section courses, low enrollment sections will be cancelled and students will be encouraged to enroll in a section with available seats. Low enrollment courses may be stacked, when appropriate, to achieve sufficient enrollment. With the approval of the Dean low enrollment courses may run without reduction in load credit in the following situations:

- 1) The course is an upper-level course required by a program for graduation and there are students who need the course that semester
- 2) Other courses in the faculty member's load are overenrolled
- 3) The course is a short-term course in the School of Energy with credit hour differentials
- 4) All other sections of the multiple section course are full.

If a faculty member wishes to teach a low enrollment course that does not meet the above criteria, load credit for the course may be negotiated between the Dean and the faculty member.

H. *Large Group Instruction.* Standard maximum class sizes will be established by the school dean with approval of the Vice President for Learning. When classroom space, safety, and accreditation requirements do not prohibit, a faculty member may receive additional compensation for teaching large sections.

In Music, large group class instruction for areas such as Concert Band, Orchestra, Concert Choir, Jazz Band, Company Ensemble is set by the Dean and typically structured so that one load hour (Performance Unit) is typically equivalent to one student credit hour, i.e. 30 hours preparation, rehearsal, performance, and evaluation per semester.

I. *Reassigned Time.* Faculty members on continuing contract may be asked to perform non-teaching assignments. Such activity must be documented on the Reassigned Time Form (with appropriate approvals) and submitted to Human Resources before the start of the semester. These assignments may include:

- 1) Serving as Department Chair/Lead Instructor/Coordinator
- 2) Directing projects as assigned by the President or Vice President for Learning
- 3) Assessment Committee Chair
- 4) Curriculum Committee Chair

J. *Sponsorship of Student Activities.* Faculty sponsorship of student clubs and organizations is voluntary and at the faculty member's discretion.

7. Faculty Work Policies

- A. Faculty members are expected to report to work in accordance with the academic calendar and their individual employment contract.
- B. Faculty members are expected to participate in all areas of their assignment, including professional development and in-service activities.
- C. Faculty members are expected to attend graduation exercises.
- D. Faculty members are required to work on their assigned campus site a minimum of thirty (30) hours per week. 'On campus' consists of actual time spent teaching, working with students, doing committee work, participating in professional development, advising students, and all other required assignments. Expectations for faculty who are assigned to online programs may be different and will be specified by the dean and/or program director.
- E. Full-time Faculty will maintain a minimum of five student hours per week during the academic year. Adjuncts will maintain one student hour per week for each class that they are teaching each academic term. Faculty will maintain one student hour per week for each class taught during interim and summer terms. Student hours may be held in the Tutoring Center, the faculty office, or a combination of both. Online faculty will hold online student hours for the corresponding amount of time as faculty teaching on campus.
- F. Student hours are to be identified and posted outside the faculty's office, in the course syllabus, and on the course Canvas page before each term begins. Student hours are intended to provide regularly scheduled hours during which faculty shall be available to students. It is assumed faculty will also be available outside of posted student hours, as needed, to assist students and participate in college/school activities. Scheduled time blocks should not be less than 30 minutes. Each faculty member's scheduled student hours are to be kept in the Dean's office for reference.
- G. The college may assign faculty up to five hours per week, per academic term, for other college related assignments (i.e. committee work, special project, curriculum review, etc.) in order to meet the requirement for all employees for college and program level service.
- H. Faculty members may be assigned day and evening classes at any college location as part of their regular teaching load. Assignments at other than the main campus will be made by a cooperative agreement between the School Dean and the Director of the extended campus. The college will not provide reimbursement of travel for a single teaching assignment unless the class is housed out of San Juan County. If the faculty member has teaching assignments at multiple locations, travel reimbursement would be allowed unless the faculty member is using a college vehicle.
- I. Faculty are to submit midterm grades for multiple week courses by Friday at 5:00 PM

on the second week of four-week courses, third week of six-week courses, fourth week of eight-week courses, sixth week of twelve-week courses, and eighth week of sixteen-week courses. Final grades are to be submitted by 5:00 PM on the second business day after the last day of the course. Examples: If the last day of the course is on a Wednesday, then final grades are due by 5:00 PM on Friday. If the last day of the course is on a Thursday, then final grades are due by 5:00 PM on the following Monday. Faculty who do not submit grades (midterm or final) by the designated time will be subject to verbal coaching, and if the tardiness is not corrected, may be subjected to progressive discipline as outlined in Article 24.

ARTICLE 16

EVALUATION OF FACULTY

1. The College performs evaluations annually for continuing contract faculty. Probationary faculty may be evaluated more frequently. The frequency of evaluations may change in the case of disciplinary issues.
2. Faculty performance is primarily based on teaching, college service, professional development, achieving annual objectives, demonstrating the college values, scholarship (researching and writing), and, other specific responsibilities such as chairing departments or directing programs. Faculty are responsible for setting annual objectives (goals) related to the missions of SJC, schools, departments, or programs and reporting progress toward meeting those objectives. These goals should be specific, measurable, attainable, realistic, and time constrained (SMART). Objectives/goals may be amended by the faculty member's supervisor in collaboration with the faculty member within 10 days of their initial submission.
3. Evaluation of faculty is formative in nature to provide information and feedback regarding the faculty member's performance and behavior. Evaluations may affect reappointment, some faculty awards, achieving continuing contract status, and application for rank and promotion.
4. In the evaluation process, faculty complete a self-evaluation of their performance which is submitted to their supervisor. The supervisor reviews the self-evaluation and completes their own evaluation. The supervisor then schedules a meeting with the employee to review the evaluation and discuss objectives (goals) for the following year. The employee may have an SJCEA representative present at the meeting. The employee may submit a written response to an evaluation within five (5) days of receipt of the evaluation.
5. End of Course Evaluations (frequently called student evaluations of faculty) are conducted during the latter part of each multi-week course and are included as part of the faculty's annual evaluation. Protection of student anonymity is integral to the evaluation process. Evaluations are conducted through a secure online system available for all enrolled students to complete during an established end of course time frame. An instructor may allow students to complete the End of Course Evaluation during class time, but no instructor nor

administrator may be present while students are completing the evaluations.

ARTICLE 17 OUTSIDE EMPLOYMENT

Bargaining unit employees/faculty should consider their employment with the college as their primary employment. Employment outside the college is not prohibited. Bargaining unit employees of the college may not engage in outside secondary business activities while on duty.

The following additional guidelines must be followed:

1. Outside employment will not impair the ability of the faculty member to perform the duties and responsibilities required by the employee's position.
2. Outside employment will not adversely affect the purpose of the college.
3. Outside employment will not require the use of confidential or inside information to which the faculty member has access.
4. The faculty member does not solicit business from fellow employees or students while on duty or under coercive or intimidating circumstances.
5. The faculty member is not being compensated by any person or business for any duties which the employee has an obligation to perform for the college.
6. No faculty member will be required or directed to engage in outside employment.

ARTICLE 18 DRUG/ALCOHOL TESTING

1. The parties agree the maintenance of a drug/alcohol free workplace is important to both the College and SJCEA. Employees are prohibited from possession, manufacture, dispensation, consumption, or being under the influence of a controlled substance or alcohol while on the College's premises or during time paid by the College. Violations of this prohibition will constitute just cause for disciplinary action up to and including termination.
2. The College may require an employee to complete a drug and/or alcohol test when the College has reasonable suspicion to believe the employee is under the influence of a controlled substance or alcohol. Failure of the employee to cooperate in testing will constitute just cause for disciplinary action up to and including termination.
3. Employees prescribed medication shall consult with their healthcare provider on the employee's ability to safely perform the functions of the job and to comply with the Drug-Free Schools and Campuses Act.

SECTION IV

COMPENSATION & BENEFITS

ARTICLE 19

FACULTY EMPLOYMENT CONTRACTS

1. Probationary Faculty Employment Contracts

- A.** It is San Juan College policy to use annual employment contracts for all faculty from August to August. Faculty serve a three (3) year probationary period. All contracts may be terminated for the following reasons: (1) the employee voluntarily terminates with prior notice; (2) there is a reduction in workforce; (3) there is termination for cause; (4) the College notifies the faculty member of its intent to non-renew the probationary faculty by March 1st.
- B.** Once faculty contracts are distributed for the upcoming fiscal year, faculty will have a minimum of two (2) weeks to sign the contracts and return them to the Human Resources Office. If the faculty member fails to return the college's letter of employment renewal within this time period, it will be deemed as a resignation and the position declared vacant.
- C.** The President, upon exceptional circumstances, may extend the time permitted for a faculty member to return a signed employment contract.

2. Continuing Faculty Employment Contracts (Continuing Contract)

- A.** Notification of the college's intentions regarding non-renewal of faculty contracts shall be given by December 31st of each year. Terms of renewal of contracts will be offered as soon as the legislature, governor, and the College Board have approved the following fiscal year budget appropriations.
- B.** Beginning with the fourth year, the contract of a faculty member will be continued from year to year unless the college terminates the contract for cause or because of a reduction in force according to the Termination and Reduction of Force Articles outlined in this agreement.
- C.** In cases of non-renewal of a faculty member on 'continuing contract' status, it is the responsibility of the appropriate school dean and the Vice President for Learning to provide evidence of cause for the non-renewal according to the disciplinary procedures outlined in this agreement. This non-renewal of contract includes a right to an appeal according to the Appeal Procedures Article for dismissals of a faculty member on continuing contract.
- D.** Once faculty contracts are distributed for the upcoming fiscal year, faculty will have two (2) weeks to sign the contracts and return them to the Human Resources Office. If the faculty member fails to return the college's letter of employment renewal within this time period (and no satisfactory cause can be given for the delay), it will be deemed as a resignation and the position declared vacant.

- E. The President, upon exceptional circumstances, may extend the time permitted for a faculty member to return a signed employment contract.

ARTICLE 20 FACULTY SALARIES

San Juan College bargaining unit members who started work on, or before, August 14, 2023, have received a three (3%) percent salary increase for fiscal year 2025. Bargaining unit members who started work after August 14, 2023, and before January 9, 2024, have received a one (1%) percent salary or wage increase for fiscal year 2025. Bargaining unit members who commenced employment on, or after January 10, 2024, were not eligible for an increase for fiscal year 2025.

San Juan College bargaining unit members who started work on, or before August 19, 2024 have received a four percent (4%) salary or wage increase for fiscal year 2026. All eligible full-time employees who started work after August 19, 2024 and before January 14, 2025 received a two percent (2.0%) percent salary or wage increase for fiscal year 2026. No fiscal year 2026 across-the-board increase will be awarded to employees who commenced employment on, or after January 15, 2025.

San Juan College bargaining unit members who started work on, or before August 19, 2025 shall receive the full percentage amount awarded by the State of New Mexico to higher education employees for fiscal year 2027. All eligible full-time employees who started work after August 19, 2025 and before January 13, 2026 shall receive half of the percentage awarded by the State of New Mexico to higher education employees for fiscal year 2027. No fiscal year 2027 across-the-board increase will be awarded to employees who commenced employment on, or after January 13, 2026.

COMPRESSION

Each full-time faculty member shall receive a one-time increase to their base pay of 0.5% of each full-time faculty member's 2025-2026 salary for each year of service at SJC as a full-time, non-temporary faculty member. A year of service is defined as one calendar year. Service time less than one year shall be prorated.

Increases shall be implemented for fiscal year 2027 faculty contracts.

ARTICLE 21 HEALTHCARE BENEFITS

Bargaining unit employees may participate in health insurance programs offered by the College, with the same cost sharing of benefits premiums as other College employees.

ARTICLE 22

OVERLOAD AND SUPPLEMENTAL PAY

1. Faculty will receive remuneration for any overload or supplemental pay that begins at the start of an academic semester no later than the second pay period following the first day of class for that semester. Pay shall be divided evenly over the remaining pay periods during said semester.
2. The portion of overload or supplemental pay that does not begin at the start of an academic semester shall be paid to faculty the first pay period after the point at which they are entitled to receive such compensation.

ARTICLE 23

PENSION

Bargaining unit employees are required to participate in the Educational Retirement Act pension plan in accordance with rules and statutes set forth by state statute, ERA and New Mexico Educational Retirement Board rules and regulations.

SECTION V

DISCIPLINE, DISPUTES & SEPARATIONS

ARTICLE 24

DISCIPLINARY PROCEDURES

1. General Statement and Philosophy

A. The College and SJCEA encourage supportive problem-solving approaches to disciplinary issues and recognize that misconduct and performance problems may require disciplinary actions. No employee in the bargaining unit shall be terminated, disciplined, placed on administrative leave, furloughed, laid off, reprimanded, adversely evaluated, transferred, reassigned, or deprived of any professional advantage without just cause.

The primary purpose of discipline is to correct performance or conduct that is unacceptable or contrary to the institution's publicly stated mission, vision, values, and legitimate interests. When discipline is applied it should be done in a constructive manner that promotes responsibility and improvement.

B. Faculty members will be provided written notice on the specific allegation(s) and contemplated disciplinary action in everyday language and the opportunity to provide a response at a predetermination meeting prior to any disciplinary action. The employee may appeal disciplinary actions through the grievance procedure contained in this Agreement.

C. If a dean reasonably believes that a situation requires action beyond verbal coaching, they shall contact the Human Resources office for guidance. A faculty member may contact Human Resources or SJCEA officials for assistance or guidance when they are subject to any level of discipline or section of this policy.

D. The faculty member is entitled to SJCEA representation at any step of the disciplinary process. No disciplinary meeting will proceed without an SJCEA representative present if one has been requested. However, the unavailability of the SJCEA representative shall not delay the meeting by more than two (2) days. This timeline may be extended by mutual agreement of the parties.

E. "Days" shall mean college business days. For the purpose of the timelines in this article, the first day counted shall be the day following any notification or decision.

2. Individuals and Entities affected by this Process

The disciplinary procedures outlined in this section apply to all employees in the bargaining unit. The Dean, or their designee is responsible for investigating,

documenting and initiating any disciplinary actions. The Dean or designee may also seek the assistance of Human Resources.

3. Supervisor Responsibilities

Supervisors should exhibit a positive attitude and supportive tone when dealing with performance problems. In cases involving conflicts or complaints between a faculty member and one or more other employees where the conflict or complaint does not involve a physical altercation, intimidation, harassment, discrimination, or retaliation, and the parties otherwise agree, the affected complainant and the target of the complaint shall first engage in a conflict resolution process under the Alternate Dispute Resolution Article below).

4. Progressive Disciplinary Steps

The College will adhere to the principles of progressive discipline.

The progressive disciplinary process can only be bypassed due to an offense that requires the faculty member to be placed on Administrative Leave (see Administrative Leave Article). Each such case should be justified in writing from HR with specifics as to why the progressive disciplinary process should be bypassed.

Consideration and determination of disciplinary actions that may result in a proposed dismissal are governed by the Termination of a Faculty Member Article.

In the event that the college intends to by-pass Progressive Discipline the college shall justify in writing to the affected Faculty Member the Serious Offense that is being alleged.

Prior to proceeding to discipline, a supervisor should attempt to resolve minor conduct or performance concerns through Verbal Coaching. Verbal coaching involves a discussion between a supervisor (coordinator, director, department chair or dean) and faculty member to address performance or conduct concerns of a minor nature. Verbal coaching is intended as an informal discussion and does not need to be documented.

The following are the steps that shall be followed in order to discipline a Faculty Member:

A. Verbal Warning:

The goal of a verbal warning is to advise the employee that there is a performance/behavior problem, to advise the employee what can be done to correct the problem, and to arrange a specific timeline of up to a semester to address the problem.

The employee shall be allowed the opportunity to explain behaviors, and the supervisor may conduct further investigation if necessary. The employee may submit to the supervisor in writing a response to the verbal warning within five college business days after the conference takes place.

The fact that the meeting occurred, the topic of the meeting, and the employee's response shall be memorialized by the supervisor. No record of the verbal warning shall be included in

the Faculty member's permanent personnel file, unless the warning serves as the basis for escalation to additional progressive disciplinary steps under this Article that require such documentation to be placed in the faculty member's personnel file.

B. Letter of Concern:

If a conduct or performance problem is not corrected after a Verbal Warning within the timeline arranged, then the dean or Vice-President for Learning may issue a letter of concern to the faculty member.

The letter should outline the problem, provide documentation that the problem has not been corrected in the verbal warning, outline the steps needed to correct the problem and provide a specific timeline to address the problem.

The employee should acknowledge receipt of the letter and may submit to the dean in writing a response to the letter of concern within five college business days. No record of the Letter of Concern shall be included in the Faculty member's permanent personnel file, unless the Letter of Concern serves as the basis for escalation to subsequent progressive disciplinary steps under this Article that require such documentation to be placed in the faculty member's personnel file.

5. Disciplinary Actions – Employee's HR Personnel File

Actions from these steps are more formal and are placed into the faculty member's permanent personnel file. Notification of each step should be clearly communicated to the faculty member.

A. Written Reprimand

If a conduct or performance problem is not corrected after the issuance of a Letter of Concern and according to the conditions and timeline in the letter, a formal written reprimand may be issued by the College.

A letter of reprimand shall contain the following elements:

- 1) a description of the conduct or performance problem;
- 2) the date that any Verbal Warning or Letter of Concern was issued to address the conduct or performance problem
- 3) a statement of the steps the faculty member shall take in order to address the problem;
- 4) the expected timeline for the correction of the behavior;
- 5) what action could result if the issue is not corrected.

The letter of reprimand shall be delivered in a disciplinary meeting. At the meeting, the employee shall be allowed the opportunity to explain the situation and circumstances

related to the issue, and the College may conduct further investigation if necessary.

A copy of the written letter of reprimand will be placed in the faculty member's personnel file along with copies of all supporting documentation including any record of verbal warnings or Letters of Concern that support the issuance of the Letter of Reprimand.

The faculty member may submit a written response to the Letter of Reprimand within five (5) days after the reprimand has been issued. This response is also to be included in the personnel file of the faculty member.

B. Disciplinary Improvement Plan

If a conduct or performance problem is not corrected after the issuance of a written reprimand within the timeline specified, the faculty member may be placed on a Disciplinary Improvement Plan (DIP). The delivery of this DIP should occur at a disciplinary meeting. The disciplinary improvement plan will consist of the following:

- 1) a concise description of the conduct or performance problem;
- 2) the dates that any Verbal Warning, Letter of Concern, or Letter of Reprimand was issued to address the conduct or performance problem;
- 3) a statement of the steps the faculty member shall take and the measurable objectives that need to be reached in order to address the problem; and
- 4) a schedule of meeting times that the faculty member and Supervisor will meet in order to discuss the faculty member's progress on the DIP.

A DIP must be completed within four months of issuance, unless the faculty member and Supervisor agree to a shorter or longer period of time. If a faculty member has a 9- or 10-month contract, non-contract times, such as the summer, should not be counted as part of the four months.

Within five days of the meeting with the faculty member, the dean provides a description of the DIP in writing to the faculty member. The faculty member shall acknowledge (in writing) receipt of the DIP within three business days. A copy of the DIP shall be placed in the faculty member's personnel file along with copies of all supporting documentation including any record of Verbal Warnings, Letters of Concern, or Letters of Reprimand that support the issuance of the DIP.

- 1) If the faculty member has a rebuttal of the written DIP, or identifies parts of the DIP that are inaccurate or need modification, the faculty member must respond in writing within two days, and the supervisor and faculty member should meet within five days to resolve such differences and finalize the DIP. If, after meeting,

differences between the supervisor and faculty member cannot be resolved, the DIP shall be issued with the faculty member's written rebuttal attached as an addendum.

- 2) Check-in points shall be established throughout the duration of the DIP. The supervisor and faculty member should meet during these check-in points to review objectives, and to discuss progress. Following each of these meetings, the dean sends the faculty member a summary of the discussion in each meeting
- 3) At the expiration of the DIP, the supervisor and faculty member meet to discuss the faculty member's progress to determine the degree to which the specific, measurable objectives of the DIP have been met.
- 4) Within five days following this meeting, the supervisor provides the faculty member with a written description of results of the meeting. The faculty member will acknowledge receipt of this in writing within three (3) days. If the faculty member has a rebuttal of the results, the faculty member must respond in writing within five (5) days. The supervisor and faculty member should meet within five days to discuss such differences.
- 5) The faculty member is entitled to SJCEA representation throughout this process and at all meetings related to the DIP. It is up to the faculty member to contact SJCEA representatives and to coordinate with the supervisor and/or executive administration regarding the scheduling of meetings
- 6) In cases where the objectives of the DIP have been met, a two-month monitoring period should be established. The supervisor and faculty member can meet during that period as necessary. At the end of that period, the supervisor notifies the faculty member in writing of their completion of the DIP.
- 7) In cases where the objectives of the DIP have not been met, the college may proceed according to processes outlined in Article 28 of this Agreement.
- 8) The DIP and written summaries of meetings drafted by the supervisor shall be included in the employee's personnel file.

ARTICLE 25

ALTERNATE DISPUTE RESOLUTION

1. Bargaining unit employees are encouraged to resolve conflicts amongst themselves or with

supervisors whenever possible.

2. In cases involving complaints between a faculty member and one or more other employees where the complaint does not involve a physical altercation, intimidation, harassment, discrimination, or retaliation and the parties otherwise agree, the affected complainant and the target of the complaint shall first engage in a conflict resolution process.
3. Any agreement reached in the conflict resolution process will be placed in writing and signed by the parties. The signed agreement will be provided to the parties within five (5) days of signing. This agreement is not considered to be a disciplinary action and shall not be placed in any of the parties' personnel files, although HR shall retain a copy as a record.
4. The conditions of this agreement shall be binding and if abided by will not result in any disciplinary action being taken related to the issues stated therein. If demonstrable evidence can be shown that any of the faculty members involved failed to abide by the conditions of the agreement, then the agreement may be considered breached and said member may then be subjected to discipline related to the issues in the agreement through the Progressive Disciplinary Procedure described in this article.
5. If an understanding between the parties is not reached during the resolution process, then the affected parties may elect to engage in the college's mediation process (including the possible utilization of a mediator from the Federal Mediation and Conciliation Service) at any time as outlined by HR.

ARTICLE 26

INTERNAL INVESTIGATIONS

1. The College has the right to investigate all allegations of faculty misconduct. A faculty member may be placed on administrative leave with pay during an investigation involving the faculty member. The method of investigation may include, but is not limited to, interviews, review of documentation, workplace searches, and electronic monitoring and surveillance. If necessary, the investigation may involve law enforcement.
2. In the case of electronic monitoring or surveillance, the College shall make such a request through authorized channels (the Public Safety Director or the Chief Information Officer).
3. The college shall not be entitled to search an employee's personal items (purses, clothing, personal computer, etc.) or non-college websites that the employee may be a member of (such as online banking, social media accounts, etc.). Nothing in the foregoing shall prevent law enforcement from performing such searches after obtaining a valid search warrant pursuant to any applicable law.
4. When the faculty member is under investigation, the faculty member may be represented by an SJCEA representative in any meetings with the College.

5. If the College 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 upon conclusion of the investigation, the unfounded allegation cannot then be raised again by the College at a later date without new and compelling information.
6. 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 by the College. If the investigation does not result in disciplinary action, no documentation will be placed in the faculty member's personnel file.
7. If the investigation yields evidence to present charges against the faculty member, then the College may elect to begin the disciplinary process according to the procedures specified under Article 24 or Article 28.
8. Documentation and information regarding an investigation will be kept confidential to the extent permitted by law.
9. If an investigation results in an unsubstantiated finding of all claims, the investigation will be maintained in a confidential folder. Materials in a confidential folder can only be considered in a new investigation of a similar type of complaint.

ARTICLE 27

ADMINISTRATIVE LEAVE

1. Occasions may arise when it is necessary for the protection of persons, property, or the integrity of the investigative process outlined in Article 26, faculty members may be placed on administrative leave with pay (ALP) by the college. Employees shall continue to have full benefits throughout the duration of ALP.
2. ALP should be used only for allegations that the Faculty Member has committed a Serious Offenses like these requiring investigation:
 - A. Criminal Activity (Arson, Vandalism, Embezzlement, Extortion, etc.)
 - B. Assault or battery of a fellow staff member, student or while on the job
 - C. Gross Negligence
 - D. Job Abandonment
 - E. Any act of Moral Turpitude committed while on the job as may be defined under applicable law.
 - F. Sexual Harassment and/or General Harassment, or violation of the College's harassment or discrimination policies.
 - G. Possession or use of alcohol or any type of illegal substance or controlled substance without a valid prescription from a health care provider, while on campus or during the performance of any job duties.
 - H. Other situations of an equally grave nature.

3. ALP is subject to approval by the Vice President of HR and Legal Activities and the Vice-President for Learning, where applicable. ALP is a temporary condition and should not be longer than three months. In exceptional circumstances, more than three months may be needed. A request for more time requires a meeting between HR and SJCEA to justify the need.
4. If an investigation yields no evidence to present charges against the faculty member, then they will be taken off ALP, restored to their regular contract duties and no record of the event will be placed into their permanent personnel file.
5. If the investigation yields evidence to present charges that it is more likely than not that a faculty member committed a serious offense, then the College may proceed pursuant to Article 24 or Article 28 of this Agreement.

ARTICLE 28

TERMINATION OF A FACULTY MEMBER

1. General Statement

Termination is the involuntary separation of a faculty member from employment with the College. This can happen either through an involuntary separation during the middle of the faculty member's contract or through an involuntary separation at the end of a faculty member's contract by a contract non-renewal. Termination of a continuing contract faculty member must be for cause and be in accordance with the procedure outlined in this Article. Termination of a faculty member not on continuing contract has separate requirements (see Step 6 below).

2. Notice of Charge

An administrator at the VP level or above or the director of HR shall present to the faculty member a notice of charge which informs the faculty member whose job is intended to be terminated, in writing, of the reason(s) for the termination.

This Notice of Charge should be presented in a disciplinary meeting with the faculty member present and their SJCEA representatives (if the employee so chooses to have such representation). If circumstances are such that the faculty member is unable to attend the meeting, they can designate the SJCEA representatives to act on their behalf.

3. Right of Appeal

Continuing contract faculty members have the right to appeal any termination through the Appeal Procedure in this agreement. In the case of a contract non-renewal, the faculty member remains employed by SJC until the end of their contract. In the case of a mid-

contract termination, the faculty member remains on paid Administrative Leave until the end of the investigation and a decision to terminate the employee has been made.

4. Mid-Contract Termination: (Termination before a contract has expired)

A. This is considered for the most serious situations where the employee's conduct is so serious as to justify bypassing the Progressive Disciplinary Process directly to administrative leave and/or termination. Items that warrant such a bypass should be of the following types:

- 1) Criminal Activity (Arson, Vandalism, Embezzlement, Extortion, etc.)
- 2) Assault or battery of a fellow staff member, student or while on the job.
- 3) Gross Negligence
- 4) Job Abandonment
- 5) Any act of Moral Turpitude committed while on the job as may be defined under applicable law.
- 6) Sexual Harassment and/or General Harassment, or violation of the College's harassment or discrimination policies.
- 7) Possession or use of alcohol or any type of illegal substance or controlled substance without a valid prescription from a health care provider, while on campus or during the performance of any job duties.
- 8) Other situations of an equally grave nature

5. Termination at the end of a Contract: Non-Contract Renewal

A. Progressive Discipline: A continuing contract faculty member may be subject to a Non-Contract Renewal if it can be shown that they have failed to demonstrate successful completion of a Disciplinary Improvement Plan (DIP), pursuant to Article 24.

B. Notification: A continuing contract faculty member must be notified by December 31st of the contract year that their contract will not be renewed after it expires.

C. Continuation of Benefits: A probationary or continuing faculty member whose contract is not renewed is eligible to continue to receive their benefits in the months of June, July and August following their contract non-renewal.

6. Termination Procedures for Probationary Faculty

A. Contract Non-Renewal: A faculty member in their first three years of full-time employment at SJC may have their contract non-renewed without cause being specified and without right of appeal.

B. Notification: A probationary faculty member must be notified by March 1st of the contract year that their contract will not be renewed after it expires.

C. Mid-Contract Termination: The Step 4 procedure in this Article shall also apply to

probationary faculty. A probationary faculty member may grieve a mid-contract termination through the College's grievance process.

ARTICLE 29 REDUCTION IN FORCE

1. The College may enact a reduction in force (RIF) for reasons of financial exigency or for the discontinuance of a faculty position(s) or program(s). Notification of the possible need for a RIF should be given no later than 30 calendar days prior to the effective day of the RIF. A copy of the notice will also be sent to the SJCEA President. RIF decisions shall be based primarily on seniority.

2. Seniority

Seniority shall be defined as the total length of time of continuous full-time employment in a faculty position at the College. 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 College will maintain a seniority list of all faculty members in the bargaining Unit ranked in order of seniority. Upon request, the College will provide SJCEA with a copy of the faculty seniority list.

3. 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.

A. 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.

B. 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. The faculty member's rank (Instructor, Assistant Professor, Associate Professor, Professor) is also retained while in an administrative position.

4. 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 seniority will not be terminated in favor of retaining a faculty member with lower seniority, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result.

5. If a faculty member is essential to the existence of a particular program, and a senior 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 Dean and/or Vice President for Learning to make a recommendation not to follow seniority. Any such recommendation will be sent to SJCEA review and concurrence. Only with such concurrence will any deviation from seniority be allowed.

6. Financial Exigency

- A. Financial exigency is defined as a serious financial crisis that jeopardizes the College's mission and effective operation. A reduction in force (RIF) due to financial exigency must be justified with written documentation. Data and other evidence used to establish the need for faculty reductions will be shared with the faculty. Within ten (10) days of declaring financial exigency, the College will meet with SJCEA to demonstrate the existence and extent of the College's financial problems and to explore other cost saving options and possible alternatives before implementing a RIF affecting faculty. A request for this meeting shall be sent in writing to the Vice President of Human Resources.
- B. When implementing a RIF is necessary due to financial exigency, the College will give top priority to instructional requirements and institutional needs.
- C. 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.
- D. 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.

7. Discontinuance of Faculty Positions or Program Not Mandated by Financial Exigency:

- A. Whenever possible, program discontinuance will occur at the end of the academic year when the decision is made.
- B. Within ten (10) days of deciding to discontinue a faculty position or program, the College will meet with SJCEA to explore other options besides discontinuance. At this meeting the College should include information on costs, enrollment, student-faculty ratios, societal need, program quality, return on investment (ROI) 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 College 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 contract year.

SECTION VI

APPEAL & GRIEVANCE PROCEDURES

ARTICLE 30

GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.

2. Definitions

- A. The term “grievance” means an allegation made by a faculty member, group of faculty members, or SJCEA, that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement, College policy, rule, regulation or an appeal of a disciplinary action.
- B. The “grievant/aggrieved” is a bargaining unit employee, group of bargaining unit employees, or SJCEA.
- C. “Days” shall mean days the College’s Human Resource Office is open for business. In filing grievances, grievance appeals, or providing responses, the first day to be counted in the grievance procedure shall be the day following the act or discovery of the act, receipt of a grievance, or decision.

3. Timely Processing of Grievances

- A. Time limits specified at each level shall be considered maximum, and effort shall be made to expedite the process. Time limits may be extended by written mutual agreement of the parties.
- B. Failure to file a grievance or appeal a decision within the time limits specified herein shall result in the dismissal of the issue.
- C. Failure on the part of the College to submit a decision in writing within the time limits specified herein will be considered a decision to uphold the grievance. In such cases, the college must take prompt action in support of the grievant’s request to remedy the grievance.
- D. If a grievance affects a group or class of faculty, SJCEA may file the grievance within fifteen (15) days of the act that caused the grievance, at the appropriate level; or if the appropriate supervisor does not have the authority to remedy the matter, at the President’s level.

E. A grievance may be withdrawn at any step of this procedure by the grievant.

4. Nothing contained herein shall limit the right of any employee to process a grievance as an individual without representation by SJCEA. However, when this occurs, SJCEA shall be offered the opportunity to be present and make its views known at all levels of the procedure except Step One of the Procedure (see below). Any decision shall not be inconsistent with or in violation of the provisions of this Agreement.
5. A grievant has the right to SJCEA representation at all levels of the grievance procedure. The College may have a representative present also.
6. The processing of grievances will be accomplished at times agreed to by the parties to the grievance. Grievance meetings will be scheduled so as to be the least disruptive to the education process and to minimize disruptions to the bargaining unit employee's loss of pay or leave as a result of such participation.
7. The Parties will ensure that grievances are conducted in a professional manner. No reprisal or retaliation will be taken by the College or SJCEA against any aggrieved/grievant, witness, any SJCEA representative, college representative, or any other participant in the grievance procedure by reason of such participation.
8. The College and SJCEA shall develop all forms to be used in the grievance procedure. All grievances, responses, and appeals must be filed upon the appropriate forms.
9. All written materials related to the processing of a grievance will be filed separately from the Human Resources Personnel Files.
10. Members of the bargaining unit have the right to discuss matters of grievance informally with supervisors or HR prior to beginning a formal grievance.
11. A written grievance must contain a statement of the grievance, the name of the bargaining unit employee(s), the supervisor/administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this agreement, College policy, rule, or regulation allegedly violated. The grievance also includes the specific remedy being sought. Statements such as "to be made whole" shall not constitute sufficient notice of the remedy being sought by the grievant.
12. Any official decision at any step of the grievance procedure will be final for that grievance unless the grievant begins an appeal to the next step of the grievance.
13. Grievances shall be presented as outlined below:

Step 1:

The parties recommend that a grievance be presented to the grievant's Dean to keep it as informal as possible. When filing a grievance, the aggrieved may submit a written request to meet with the Dean in an attempt at resolution or, in lieu of a meeting, the aggrieved may

present the written grievance to the Dean, within fifteen (15) days of the incident that gave rise to the grievance.

The Dean will communicate a decision in writing within ten (10) days after holding the meeting or receiving the written grievance.

If not satisfied with the Dean's decision, the grievant or SJCEA may proceed to Step 2 within ten (10) days of the decision.

Step 2:

The grievant may file the written grievance with the Vice President of Human Resources. The Vice President or designee will hold a meeting with the aggrieved employee within five (5) days. The Vice President of Human Resources or designee will provide a written response to the grievant within ten (10) days following the meeting.

If not satisfied with the decision the grievant or SJCEA may proceed to Step Three within ten (10) days of the decision.

Step 3:

The grievant or SJCEA may file the written grievance with the President or designee. At the time of filing the grievance, the grievant or SJCEA Representative shall request a grievance meeting with the President or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The President or designee will provide a written response to the grievant within ten (10) days following the meeting.

If not satisfied with the decision the grievant or SJCEA may proceed to Step 4 within ten (10) days of receiving the decision.

Step 4:

The grievant may appeal the President's decision to the Board. The Board retains the discretion to hear or not to hear the appeal. The Board's decision is final and not subject to appeal; however, it does not deny the right to proceed to arbitration. If the Board decides to hear the grievance, the grievant/SJCEA may be invited to appear before the Board at a Board meeting to present their position and respond to questions. The grievant/SJCEA will be notified in writing of any Board's decision regarding the grievance within thirty (30) calendar days of the Board's receipt of the request for appeal.

If the grievant/SJCEA is not satisfied with the Board's decision, they may, within ten (10) days of receipt of the Board's decision, submit the grievance to Arbitration.

If SJCEA decides not to appeal the decision to the arbitrator, the grievant may still, at their own expense, appeal the decision to the arbitrator.

Step 5:

Within ten (10) days following appeal to Arbitration, the parties (representatives from the College Administration and SJCEA) shall meet to prepare a joint letter to the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrators from the region including New Mexico.

- A. The parties will strive to mutually agree upon an Arbitrator. If the parties fail to agree upon an Arbitrator, each party will strike one name, followed by the other party striking one name, until a single name remains; and that person shall become the selected Arbitrator. The party required to strike the first name will be determined by the toss of a coin. The striking of names will occur within ten (10) days of receipt of the list by both parties.
- B. The Arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the Federal Mediation and Conciliation Service (FMCS) and the provisions of this Article. The Arbitrator's decision shall be final and binding.
- C. The Arbitrator's decision will be in writing and will set forth the Arbitrator's finding of fact, reasoning, and conclusion of the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. A copy of the award will be submitted to the Board, the grievant, and SJCEA.
- D. All costs of the service of the Arbitrator, including, but not limited to per diem expenses, travel, and subsistence, and the cost of any hearing room, will be borne equally by the College and SJCEA. All other costs will be borne by the party incurring them. A party requesting a Court Reporter shall bear the costs of the Court Reporter, but each party desiring a transcript will share an equal portion of the costs of the court reporter and be responsible for the cost of the transcript. If the grievant is not represented by SJCEA, the College or Arbitrator may require the grievant place in escrow its share of the expenses in advance of the hearing based on an estimate provided by the Arbitrator.
- E. If any party requests a transcript of the proceedings, that party shall bear the full costs for the transcript.
- F. The determination of the Arbitrator shall be acted upon as soon as possible but in no case more than thirty (30) calendar days following receipt of the decision.

ARTICLE 31
APPEAL PROCEDURE FOR DISMISSALS OF FACULTY ON
CONTINUING CONTRACT

A faculty member on continuing contract who is terminated may appeal and request an impartial and formal examination of issues surrounding the termination.

1. Hearing Panel

A. Faculty Appeals Panel (FAP):

SJCEA and the Vice President for Human Resources (VPHR) shall each present six (6) faculty or faculty administrators for the panel. A party will strike one name followed by the other party striking one name until five (5) names remain, which shall constitute the panel. The party required to strike the first name will be determined by the toss of a coin.

B. Election of FAP:

The FAP shall elect a Chair. The Chair is responsible to schedule the activities of the panel, follow the guidelines outlined below, gather information, communicate with the affected parties and report its findings.

C. Confidentiality of FAP:

Members of the FAPC shall keep all documents, witness testimony and other information related to the appeal confidential.

2. Appeal Procedure

The following steps detail the appeal procedure. The hearing panel has the authority to extend the time limits for any of the steps. All days specified in this appeal process refer to college work days and do not include weekends and holidays. All deadlines in this appeal process shall extend until 11:59 PM of the specified due date.

Appeal Step 1

- A.** If a faculty member believes he/she has been unfairly treated by the College's termination process, the employee may submit a written appeal to the chair of the FAP and the VPHR requesting a hearing. The written appeal must contain pertinent facts and documentation related to the appeal (including the Notice of Charge) and include a proposed resolution. The appeal must be filed (by email) within ten (10) days of the date that the final notice of termination was received by the employee.
- B.** After receiving the employee's appeal, the chair of the FAP (Chair) shall within two (2) days verify the Notice of Charge with the VPHR as well as that the appeal was received within the time limit as specified in part (a).
- C.** Within three (3) days of receiving the employee appeal, the Chair shall notify the faculty member (appellant) of the five members on the FAP who will hear the case.
- D.** The appellant may challenge any member of the panel on the basis of a conflict-of-interest, such as a current or past relationship, which might lead to the appearance of bias on the part of the committee member. Such a challenge shall be submitted in writing to the Chair, with clearly stated reasons why such a conflict exists, within two (2) days of receipt of the names

of the committee members hearing the case.

- E. The Chair shall evaluate the possible conflict of interest, and notify the affected parties within three (3) days of receipt of the objection.

Appeal Step 2

- A. Within ten (10) days after the Chair receives the written appeal, he/she reviews the appeal to ensure it contains the required information as detailed in Appeal Step 1.
- B. Once the Chair has confirmed review of the appeal by notifying the appellant and the College, the College has three (3) days to provide any additional materials.
- C. The Chair shall provide the appellant with a copy of the complete appeal containing the College's materials as well as the original materials provided by the appellant.

Appeal Step 3

- A. Within ten (10) days following the completion of Appeal Step 2, the Chair convenes the hearing.
- B. At least two (2) days before the hearing, each party shall provide the committee and the other party with the information listed below.
 - a) List of intended witnesses, or a statement that no witness will be called.
 - b) A signed statement from an absent witness.
- C. Any documents introduced after this time should be approved by the panel.
- D. The hearing procedures are listed below:
 - 1) The appeal hearing is closed to the public.
 - 2) The College has the burden of demonstrating adequacy of cause based on the evidence in the record.
 - 3) Neither the Rules of Evidence nor the Rules of Civil Procedures shall apply to the hearing.
 - 4) The panel may exclude unfair, irrelevant, or duplicative evidence but will not be bound by judicial rules of evidence.
 - 5) The College and the faculty member are entitled to have up to two representatives of their own choosing present for counsel and support during the hearings. One of these representatives must serve as the designee. Only the designee and/or the appellant (respondent) may speak, address the hearing panel, or question witnesses at the appeal proceeding. Representatives or witnesses who become disruptive may be removed and dismissed from the proceeding by the Chair.
 - 6) Witnesses will be sequestered.
 - 7) An audio recording of the proceeding will be made by Human Resources and is kept on file in the Human Resources Office for one year.
 - 8) The hearings schedule/agenda is as follows:
 - a) Respondent and Appellant shall both be allowed to make an opening statement.

- b) Respondent present reasons for terminations.
- c) Appellant present responses.
- d) Both parties may present summations.

Appeal Step 4

- A. After the conclusion of the hearing, the panel shall meet for closed deliberations as to whether the termination of the employee should be upheld. The panel shall review all of the information presented before and during the hearing by both the appellant and respondent. All decisions of the panel shall be by majority vote, the Chair voting in case of a tie. The Chair shall issue a written statement explaining the reasoning for the committee's decision to both parties as well as executive administration within five (5) days of the hearing.
- B. The hearing panel shall provide a recording of the hearing to both the appellant and respondent within three (3) days of the written decision.

Appeal Step 5

- A. The College President, Vice Presidents and the HR director shall review the findings of the hearing panel and have the option to uphold its recommendation or oppose it. The administration shall issue a written statement to the appellant notifying them of their decision within two (2) days.
- B. In the event that the administration decides to reinstate the appellant, the faculty member shall resume their position within two (2) days of the decision and shall receive any pay he or she would have received if the dismissal had not taken effect.

Appeal Step 6

- A. In the event that the recommendation of college administration upholds the termination, the faculty member may appeal the decision to the SJC Board of Trustees (Board) by submitting a written request to all Board members within two (2) days of receipt of the administration's decision.
- B. The Board has the option to hear the appeal or not.
- C. If the Board chooses not to hear the appeal, the Board should notify the faculty member and the administration of this decision in writing.
- D. If the Board chooses to hear the appeal, such an appeal shall be ruled upon by the Board based on the record of the appeal process including the hearing. The Board shall notify the faculty member and the administration, in writing, of its decision with respect to the appeal.
- E. In cases where the Board overturns a decision to dismiss a faculty member, the faculty member shall resume their position within two (2) days of the decision and shall receive any pay he or she would have received if the dismissal had not taken effect.

- F. If the Board of Trustees does not review the appeal within fifteen (15) days, then the appeal automatically may be considered for arbitration.

Appeal Step 7

In the event SJCEA is not satisfied by the administration and/or Board's decision, they may appeal the decision to an independent arbitrator (Arbitrator). If SJCEA decides not to appeal the decision to the arbitrator, the faculty member may still, at their own expense, appeal the decision to the arbitrator. This written appeal must be filed within six (6) days from the receipt of the Board's written decision.

- A. Within five (5) days following appeal to Arbitration, the parties (representatives from the College Administration and SJCEA) shall meet to prepare a joint letter to the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrators from the region, including New Mexico.
- B. The parties will strive to mutually agree upon an Arbitrator. If the parties fail to agree upon an Arbitrator, each party will strike one name, followed by the other party striking one name, until a single name remains; and that person shall become the selected Arbitrator. The party required to strike the first name will be determined by the toss of a coin. The striking of names will occur within ten (10) days of receipt of the list by both parties.
- C. The Arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the Federal Mediation and Conciliation Service (FMCS) and the provisions of this Article. The Arbitrator's decision shall be final and binding.
- D. The Arbitrator's decision will be in writing and will set forth the Arbitrator's finding of fact, reasoning, and conclusion of the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. A copy of the award will be submitted to the Board, the appellant, and SJCEA.
- E. All costs of the service of the Arbitrator, including, but not limited to per diem expenses, travel, and subsistence, and the cost of any hearing room, will be borne equally by the College and SJCEA. All other costs will be borne by the party incurring them. If the appellant is not represented by SJCEA, the College may require that the appellant post the party's share of the expenses in advance of the hearing (An average of prior shared arbitration costs.)
- F. If any party requests a transcript of the proceedings, that party shall bear the full costs for the transcript.
- G. The determination of the Arbitrator shall be acted upon as soon as possible but in no case more than five (5) days following receipt of the decision.

H. In cases where the Arbitrator overturns a decision to dismiss a faculty member, the faculty member shall resume their position within two (2) days of the decision and shall receive any pay he or she would have received if the dismissal had not taken effect.

SECTION VII

OTHER

ARTICLE 32

LEAVE AND HOLIDAYS

1. General Statements

San Juan College has established leave programs that provide certain faculty paid time off for their accrued annual and sick leave, paid or unpaid leave in accordance with the Family Medical Leave Act (FMLA), and other leave programs to include Sick Leave Bank, Sabbatical Leave, Jury and Court Duty Leave, Bereavement Leave, Political Duty Leave, Parental Leave, Military Leave, Domestic Violence Leave and recognition of Holidays may be provided for faculty, if approved through formal process.

2. Annual Leave

A. Individuals eligible to receive annual leave:

- 1) Twelve (12) month Faculty who work 30 or more hours per week.
- 2) Regular full and part-time faculty are not eligible for the annual leave benefit unless otherwise specified in this section.
- 3) Requests for leave are granted by the immediate supervisor or appropriate Dean and the faculty member with primary consideration given to the requirements of the department and the position. The appropriate Dean may establish periods during which no annual leave may be taken.
- 4) To accrue annual leave each pay period, eligible faculty must work or be on approved paid annual or sick leave at least sixteen (16) work days out of the month. If allowed to accrue annual leave, grant-funded positions must follow College annual leave accrual and payment policies and protocols.
- 5) Twelve-month faculty accrue annual leave at the rate of 22 work days per year, or 6.77 hours per bi-weekly pay period.
- 6) Leave accrual is pro-rated for full-time faculty working between thirty (30) and forty (40) hours per week. Unused annual leave balances may not exceed 240 hours. Faculty may view their leave balances in Workday.

B. Requests

Requests for annual leave are submitted in Workday and require supervisor approvals. Requests should be initiated at least one week (five business days) prior to ensure compliance and approval processing. Annual leave should be requested in no less than 1/4-hour increments. Requests for advancement of un-earned annual leave shall not be approved.

Supervisors may establish periods during which annual leave is not allowed; generally, to allow departmental functions to continue without interruption. It is recommended that no more than ten days of annual leave be approved at any one time. Exceptions can be made with supervisor approval.

While annual leave is regularly approved, the College reserves the right to approve or deny annual leave requests in accordance with College and departmental needs. It is recognized that in certain emergency situations, faculty may not be able to request leave in advance and supervisors should give such requests fair and reasonable consideration.

If faculty do not have enough paid annual leave or take unapproved leave, the time is considered leave without pay with supervisor approval.

C. Forfeiture of Excess Annual Leave

On the last day of the last pay period of the fiscal year, any accrued leave in excess of 240 hours will be forfeited, and the employee's leave balance will reset to 240 hours. Faculty are responsible for ensuring they use excess leave prior to the forfeiture date, and may view their leave balance at any time using the Workday system.

D. For Unused Annual Leave

Upon separation from employment, (including retirement or transfer to an ineligible position) payment for unused annual leave is limited to 240 hours (30 days). Payment is based upon salaries at the time of separation and is paid in full on the faculty's last pay period. Faculty who do not provide sufficient written notice of separation are not eligible to receive payment for unused annual leave.

Faculty are required to provide a minimum of thirty (30) days written notice. In order to provide the Institution with sufficient time to ensure a replacement and coverage of duties, faculty must be working and not out on accrued leave for at least two-thirds (2/3) of the working days they are required to provide a minimum of thirty (30) days written notice.

In the case of death, the maximum payment for unused leave is 416 hours (52 days). Payment is made in full to the employee or their beneficiaries, on the first regular pay period following formal notification.

Grant-funded faculty are only paid unused leave if sufficient funding exists under the grant(s). As per College policy, grant-funded employees are limited to only 240 hours (30 days) of annual leave payout upon separation, even if the grants allow for additional payments.

E. Transferring Annual Leave

Faculty's annual leave balances move with them from one department to another. Annual leave cannot be forfeited as a disciplinary action, nor can it be transferred from one employee to another.

3. Sick Leave

A. Full-time faculty are eligible to accrue paid sick leave on a bi-weekly basis in accordance with payroll dates. To accrue sick leave each pay period, faculty must work or be on approved paid annual or sick leave at least sixteen (16) College work days out of the month. Sick leave is not credited on a pro-rated basis for partial months worked. An employee may not use more than 100 workdays (800 hours) of paid sick leave in a 12-month period regardless of the amount of sick leave that the employee has accrued.

B. Requests

Requests for sick leave are submitted via Workday and should be initiated within 24 hours after returning from the absence. Sick leave should be requested in no less than 1/4-hour increments. All sick leave must be approved by the appropriate supervisor.

Faculty should contact the Dean and the School Operations Coordinator as early as practical, and prior to a class taking place so that coverage for the class may be obtained, or the class can be cancelled if coverage cannot be obtained. Deans may, in their discretion, request an alternative learning experience for students to be scheduled. Sick leave should be reported whether or not coverage is obtained.

Faculty must report any unplanned absences due to illnesses or injuries to their immediate supervisors by the start of their work shifts. Deans have discretion to take emergency situations into account if faculty are unable to call before the start of their shifts. Departments may have additional specific provisions regarding call-in procedures for their respective areas. Failure to follow College and department protocols to report absences and request sick leave may be cause for denials of the leave and/or disciplinary actions.

Time off due to personal illnesses or injuries (including disability due to pregnancy and childbirth), prescheduled medical appointments, and other related medical conditions may be charged to sick leave.

Absence from work to care for an ill or injured member of one's immediate family may also be charged to sick leave. For purposes of this policy, immediate family members may be natural, step, adopted, or foster, and includes spouses and domestic partners, children, grandchildren, parents, grandparents, and siblings.

If faculty members do not have enough accrued sick leave, annual leave will be used or the time is considered leave without pay.

Requests for advancement of unearned sick leave will not be approved. Leave without pay may be charged for any illness related absence in which there is insufficient accrued leave.

C. Request For Physician's Statement

The College reserves the right to require physicians' statements. It is recommended at any time abuse of sick leave is suspected. Abuse of sick leave is defined as the improper or excessive use of sick leave hours. Abuse of sick leave is grounds for dismissal. Deans may also request physicians' statements certifying the necessity for sick leave for absences longer than three (3) days.

D. Payment of Unused Sick Leave

Upon separation, the College does not pay employees for unused sick leave.

E. Transferring Sick Leave

Faculty sick leave balances move with them from one department to another. Sick leave cannot be forfeited as a disciplinary action nor can it be transferred from one employee to another outside of the sick leave bank.

F. Leave for Absences to Receive Vaccinations

In the interest of the public health of the campus community, faculty do not need to submit leave to receive vaccinations. Faculty should schedule vaccinations so that they do not interfere with teaching schedules. When this is not possible, faculty shall arrange for a colleague to cover their classes so that they are not cancelled. Absences to receive vaccinations shall be limited to six (6) hours per year. Faculty shall submit sick leave for absences that exceed six (6) hours per year.

4. Sick Leave Bank

A. The College maintains a sick leave bank to benefit regular (benefitted, non-temporary) faculty who meet requirements and suffer catastrophic injuries or illnesses or debilitating condition that affects mental or physical health which prevents them from working and requires the services of licensed physicians for prolonged periods of time. The sick leave bank was established to alleviate the hardship faculty may encounter after exhausting all accrued annual and sick leave but who continue to require time off. Requests to utilize the sick leave bank should document illnesses or injuries that prevent the employee from working for continuous periods of at least 10 work days and forces the faculty to exhaust all accrued annual and sick leave and to lose compensation. The sick leave bank is overseen by a Human Resources staff member, who is appointed to be the Bank Manager.

B. Membership (Open Enrollment)

1) There are two ways to join the sick leave bank:

a) New faculty are enrolled during the onboarding (new employee orientation) period unless they choose not to participate.

b) Existing faculty may join through an annual open enrollment period if they are:

(1) In good standing with a history of average or above average performance ratings without written records of disciplinary actions for leave abuse or misuse of leave within the past 12 months.

(2) Actively employed in a regular position earning sick leave.

All faculty should maintain sufficient leave balances to cover occasional absences due to illnesses, injuries, or disabilities as certified by physicians.

Faculty contribute 16 hours of sick leave upon joining the bank. The contributed hours are subtracted from their individual sick leave balances by increments of two (2) hours per pay period until the full 16 hours is acquired. Faculty may contribute up to 80 sick leave hours every year during the Sick Leave Bank open enrollment period in the spring.

To contribute sick leave hours to the Sick Leave Bank, faculty complete the Application for Membership in Sick Leave Bank form, available in Human Resources, and submit the form to the Bank Manager. New faculty can elect to participate in the Sick Leave Bank during On-Boarding. Current faculty may elect to participate in the Sick Leave Bank during Sick Leave Bank Open Enrollment each spring.

Faculty may not stipulate or direct who is to receive the donated sick leave hours nor are they entitled to refunds if they have a reduction in full time equivalent, terminate, transfer, or do not request the use of hours from the bank. Retirees and faculty who terminate their

employment are not eligible to donate their remaining sick leave balances to the bank.

The sick leave bank maintains a minimum balance of 3,500 hours. When the bank is at this minimum balance, it is the Bank Manager's responsibility to increase the balance. The bank manager will ask members to voluntarily donate sick leave hours to raise the balance of the sick leave bank. If the bank manager does not receive sufficient voluntary donations, members will be asked to contribute additional sick leave hours (eight (8) hours minimum) to retain memberships.

The Bank Manager may limit the amount of sick leave donated by employees when there is a sufficient sick leave bank balance available.

C. Use

Only members of the sick leave bank may request hours from the bank for their serious personal disability, illness, accident, or injury. Faculty may request time from the bank only after exhausting their individual accrued annual and sick leave balances. While utilizing hours from the sick leave bank, faculty do not accrue annual and sick leave.

Faculty must complete and submit the "Request for Sick leave from the Sick Leave Bank" forms, with proper documentation such as medical certifications, to the Bank Manager. If necessary, secondary certifications may be requested from medical providers chosen by, and paid for, by the College.

When absences meet the Family Medical Leave Act (FMLA) eligibility criteria (as determined by Human Resources), the approved absences are counted toward the faculty's FMLA entitlements.

When requests are received, the Bank Manager or designee approves or denies requests for utilization of the sick leave bank. The Bank Manager may approve all, part, or deny the request for use of hours from the sick leave bank. In the case that a sick leave bank request is denied in whole or in part, the decision may be appealed as outlined in Article 32 section 4 E. All College faculty and supervisors involved in this process are required to maintain strict confidentiality and refrain from sharing medical information.

Incomplete requests are canceled if the requested complete information is not received within 20 days from the dates of requests.

If approved, medical updates are required every 30 days, unless otherwise indicated. Failure to submit required medical updates may result in delay or loss of bank benefits. The Bank Manager determines the amount of the bank leave awarded. The amount granted cannot exceed 50 work days (10 weeks) or 400 hours from the bank within a 12-month period.

Any unused balance of sick leave bank hours returns to the bank when the employee returns to work. Faculty utilizing leave from the Sick Leave Bank who return to work on a part-time basis are not eligible to continue on bank leave to make up the difference

between their part-time employment and regular full-time employment. Sick leave bank awards immediately stop once the catastrophic medical conditions for which it was granted ceases.

Leave time granted is considered wages and subject to social security, Medicare, FUTA taxes, federal income tax withholding, and ERB withholding rules.

D. Limitations on Use

There are some limitations on the use of leave from the sick leave bank which include the following:

- 1) Faculty may not use sick leave bank hours in conjunction with workers' compensation injuries or illnesses.
- 2) Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.
- 3) A routine pregnancy is not considered a catastrophic illness or injury. If complications arise resulting in a serious health condition for the mother, the situation may qualify as a catastrophic illness or injury.

E. Denial

All denials are provided in written format and the Bank Manager is available to meet with the faculty member to discuss the decision, upon request.

To appeal, faculty must submit in writing a letter and supporting documentation to the Vice-President of Human Resources. The appeal should include thorough explanations of the original requests and reasons why the requests should be reconsidered. The Vice-President of Human Resources will make recommendations to the appropriate Vice-President, or if the employee falls under the direct lines of authority of the President, the Executive Vice-President, who shall make the final determination.

F. Abuse or Misuse

Human Resources investigates any alleged abuse or misuse of sick bank leave. If warranted, faculty may be required to reimburse all sick bank leave, lose membership, and/or be subject to disciplinary actions.

G. Canceling Membership (Withdrawal)

To cancel participation, faculty should submit letters to the Bank Manager. Faculty forfeit all donated leave hours.

H. Exceptions

As of July 1, 2013, the College has provided exceptions for regular faculty in good standing who do not meet eligibility requirements for membership in the sick leave bank. These exceptions are at the discretion of the College President based upon review and recommendation by the Bank Manager.

Supervisors, deans, directors, or other College faculty may, on the behalf of the ill or injured faculty, request sick bank leave assistance. The requests should document illnesses or injuries that prevent the faculty from working for continuous periods of at least 10 calendar days and forces the faculty to exhaust all accrued annual and sick leave and to lose compensation.

- I. If needed, the President may request additional donated hours for the sick leave bank to provide coverage for these exceptions. Any donated leave hours are managed separately within the bank and used only at the President's request.

5. Family and Medical Leave Policy (FMLA)

- A. In accordance with the Family and Medical Leave Act of 1993 (FMLA), for eligible faculty, the College provides up to twelve (12) workweeks of unpaid, job-protected FMLA leave in a 12-month period for any of the following:

- 1) Incapacity due to pregnancy, prenatal medical care or child birth.
- 2) To care for the employee's child after birth, or placement for adoption or foster care (within 12 months of the birth or placement).
- 3) To care for the employee's spouse, same-sex or domestic partner, son, daughter, or parent, who has a serious health condition.
- 4) To take medical leave when the employee is unable to work because of a serious health condition; or

To address certain qualifying exigencies when a spouse, son, daughter or parent is on covered active duty or called to covered active-duty status. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

- 5) To care for a service member with a serious injury or illness, faculty are granted a total of twenty-six (26) work weeks of unpaid FMLA leave during a "single 12-month period". The leave is limited to care for a spouse, son, daughter, parent, or next of kin who is a current member of the armed forces, including the National Guard or Reserves.
- B. Family leave provisions apply equally to all faculty, regardless of gender.

C. FMLA leave time must be taken all at one time but, under some circumstances (birth or care, or placement for adoption or foster care), FMLA leave may be taken intermittently as approved by Human Resources and the appropriate Vice-President, or if an employee falls under the lines of authority of the President, the Executive Vice-President.

6. Eligibility for FMLA

To be eligible for FMLA leave, an employee must:

Have worked at least 1,250 hours during the previous 12 months in a regular (budgeted, non-temporary) or temporary position.

Faculty must provide supervisors and Human Resources at least 30 days advance notice before FMLA leave begins. If unable to provide a 30-calendar day notice, faculty must comply with the departmental call in procedures and provide notice as soon as possible.

Faculty requesting FMLA leave are required to first utilize all accrued annual and sick leave and the College may designate annual leave or sick leave as FMLA leave. If faculty do not have enough paid leave to cover the entire 12 weeks or requested periods, the remaining time is considered leave without pay. Faculty do not accrue sick or annual leave while on FMLA leave.

The College and faculty (if participating in health insurance programs) continue to pay their respective portions of health insurance premiums during all FMLA leave periods. If the faculty member fails to return from FMLA leave, the College may be entitled to recover the insurance premium paid by the employer consistent with the requirements of the FMLA Act.

The College may require certifications of serious health conditions for faculty or the appropriate family members. Faculty must provide such certifications in a timely manner. Certifications must include the dates on which the serious health condition(s) in question began, the probable duration of the condition(s), appropriate medical facts regarding the condition(s), statements that the employee is needed to care for the individuals, and the dates and durations of expected treatments. Supervisors, in conjunction with Human Resources, may require second or third medical opinions (at the expense of the College) and periodic re-certifications of serious health conditions. All medical information is retained in a confidential manner.

Faculty returning from FMLA leave should provide notice of their intent to return to work from FMLA leave two weeks prior to the end of their FMLA leave period and provide the College with certification from their healthcare provider that the employee is able to resume work. On a return to work by an employee from FMLA leave, the College will return that employee to their prior position, if available, at their prior wage rate, or if that position is not open, the College will return the employee to an equivalent position at an equivalent wage rate and benefits to the position they had at the commencement of the FMLA leave.

7. Serious Illnesses

Faculty members with serious illnesses may continue working if it is determined by their supervisors and their appropriate Vice President that these faculty are able to meet acceptable performance standards and medical evidence is provided which indicates that their conditions are not a threat to themselves or others. Existing employee policies and protocols related to leave, insurance, etc. are followed whenever faculty with serious illnesses are involved.

Faculty must obtain releases from their doctors stating any limitations and that working at their assigned positions will not be detrimental to their health or the health and safety of others. Supervisors should be sensitive to the faculty's conditions and ensure that they are treated consistently with other faculty as provided in the Federal Rehabilitation Act of 1973, and the Americans with Disabilities Act, 1989. Supervisors and the appropriate Vice-President or if an employee falls under the lines of authority of the President, the Executive Vice-President may at any time require faculty to provide updated doctor's statements for the purpose of determining the faculty's ability to perform the duties of their positions.

Faculty with communicable diseases will only be permitted to work if their personal physicians and state/federal public health officials declare that the disease does not represent substantial risks to the health and safety of others. In such instances, appropriate measures will be taken to protect the College, faculty, students, and public.

An employee's medical condition is personal and confidential and reasonable precautions should be taken to protect the information on an employee's medical condition. Only a demonstrated "need to know" basis is justification for releasing such information. Human Resources and the appropriate executive will meet with any individual requesting information related to an employee's medical condition. If Human Resources and the appropriate executive determine there is a need to release medical information, they will contact the employee to advise he/she that the information is being shared.

Faculty who refuse to work with co-workers with serious illnesses will be counseled and given applicable information. Continued refusal by faculty to work with co-workers who have serious illnesses may result in corrective or disciplinary actions.

8. Sabbatical Leave for Faculty

A. Purpose

Maintaining quality educational programs provided by faculty current in their fields is essential to the mission of San Juan College. This serves the college mission of student success and completion by supporting revitalization for college faculty members. Sabbatical leave enables faculty members to engage, or re-engage, in study, research, writing, creative work, and collaborations that will rejuvenate their teaching and professional effectiveness.

B. Eligibility

Faculty members who have completed seven or more years of full-time, continuous service at San Juan College, or who have served for seven years following the completion of a previous sabbatical leave, are eligible to apply for leave.

C. Criteria

General criteria for the award will include the applicant's service to the college and evidence that the sabbatical will provide renewal or experience which will enhance faculty member's contribution to the college. A letter of support from the applicant's dean should include verification that the college will be able to reallocate faculty workload during the proposed sabbatical.

D. Process

Sabbatical Leave applications must be submitted to the Vice President for Learning for approval at least nine months prior to the start of the leave. For leave starting in August, applications are due by the previous November 1st. For leave starting in January, applications are due by the previous April 1st.

An applicant must initiate the sabbatical leave process with his/her dean or immediate supervisor. Sabbatical applications are posted on MySJC under the Office of Learning.

The proposal must contain the following items:

- 1) Applicant name.
- 2) Eligibility (years of service at SJC and/or years since last leave).
- 3) Semester leave is requested (fall, spring, or both).
- 4) Outline of proposed course of study or professional activity to be undertaken during leave.
- 5) Major goal to be achieved as a result of the leave.
- 6) Benefit to the college from this leave.
- 7) Plan for reallocation of work in applicant's school or department that has been approved by the school dean.
- 8) Brief resume/vita which demonstrates evidence of the applicant's professional development and overall performance at the college.
- 9) Other information to strengthen the application, e.g. acceptance into a program of study or work, other letters of recommendation, results from a previous sabbatical leave.
- 10) Letter of support from the school dean.

E. Timeline

- 1) Within ten (10) business days of receipt of the sabbatical leave application, the Vice-

President for Learning will create a Sabbatical Leave Committee consisting of three (3) faculty members and one dean, and provide them with a copy of the sabbatical leave application.

- 2) Within twenty (20) business days of receipt of the application, the Sabbatical Leave Committee will review the application and submit their recommendations, including justifications, to the Vice President for Learning.
- 3) Within ten (10) business days of receipt of the Sabbatical Leave Committee recommendations, the Vice President for Learning notifies, in writing, the applicant and their dean/supervisor of the decision on the sabbatical proposal. An applicant whose proposal is not successful will receive justification for denial and, when appropriate, recommendations for improvement.

F. Compensation

Faculty members who are granted sabbatical leave will be compensated in the following manner:

- 1) Fall semester at full pay at the faculty member's contracted rate, or
- 2) Spring semester at full pay at the faculty member's contracted rate, or
- 3) Fall and spring semesters at one-half pay at the faculty member's contracted rate.

It is not intended that an individual should accept other full-time employment during the period of sabbatical leave, because an individual on sabbatical leave continues to be employed in their current position by the College. An employee on sabbatical leave may accept a grant for study, research or travel from an institution of higher education or from a charitable, religious or educational corporation or foundation, from any business enterprise, or from any state, federal or local government, but may not accept any employment that violates the Outside Employment Article in this document.

All benefits are retained and leave recipients receive any pay increase that may occur during the sabbatical period.

G. Responsibilities

Sabbatical recipients must:

- 1) Sign a contract encompassing the compensation requirements and responsibilities contained herein.
- 2) Submit a written report and present results to their Dean or supervisor and the Vice President for Learning upon return to the College within six months of return from leave.

H. Jury Duty and Court Leave

Faculty called for jury duty are excused, with pay, from work on the days or portion of the day assigned to jury; the time is not charged to annual leave. College faculty, as all citizens, have the right, and on occasion, the obligation, to serve as expert witnesses in courts of law. As such, they are not representatives of the College, but are acting as private citizens. Their conduct and court appearances as private citizens should, however, reflect well upon the College. Faculty must inform their supervisors prior to any such appearances.

Faculty subpoenaed or serving as individual witnesses, rather than in official College capacity, are charged annual leave. Faculty may retain any compensation received from third parties for such services. Faculty subpoenaed or serving as witnesses in an official College capacity (representing College interests), are granted leave with pay.

I. Bereavement Leave

Faculty are allowed leave, not to be counted against annual or sick leave, of up to four (4) consecutive working days, in the event of the death of immediate family members.

“Immediate family members” means spouses, children, parents, grandparents, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, daughter/sons-in law, father/mothers in-law, sister/brothers in-law, and legal guardians.

Faculty are also allowed to take one (1) additional day of sick leave in the event of the death of immediate family members, as defined by this section. Any leave time requested beyond four days bereavement leave and one day of sick leave is taken as annual leave.

J. Leave Without Pay

Faculty may be permitted to be on leave without pay (LWOP) status after all accrued annual and/or sick leave is exhausted, upon approval by the Supervisor. During LWOP status faculty do not accrue annual or sick leave. Faculty on LWOP status for a period longer than 5 working days must be approved by the appropriate Vice-President or if the employee falls under the direct line of authority of the President, the Executive Vice-President.

For faculty on LWOP status due to the employee’s medical necessity: The costs of benefits continue to be shared between the employee and the College for a period not to exceed one (1) year, or until such time as the employee is on long-term disability, whichever comes first. After that time, the employee is responsible for 100% of the cost of benefits.

For faculty on LWOP status due to a non-medical reason affecting the employee:

The costs of benefits continue to be shared between the employee and the College for a period not to exceed thirty (30) days. After that time, the employee is responsible for 100% of the cost of benefits.

Faculty in LWOP status will need to make arrangements with the Business Office to pay their portion of monthly insurance premiums.

Faculty absent from work without proper voluntary approval, for a period of three (3) consecutive working days, are deemed to have resigned their employment at the College. If subsequent investigation and information reveals extenuating circumstances, with appropriate supervisor and appropriate Vice-President or Presidential designee approvals, faculty may use annual, sick, or leave without pay for the days absent.

Leave without pay will not be assessed in less than 1/2-hour increments.

K. Holiday Leave

Holidays Observed Except as may be otherwise approved by the Board.

- 1) Martin Luther King Day (One day)
- 2) President's Day (One day)
- 3) Memorial Day (One day)
- 4) Independence Day (One day)
- 5) Labor Day (One day)
- 6) Thanksgiving Break
 - Five (5) days for 9- and 10-month faculty.
 - Three (3) days for 12-month faculty.
- 7) Winter Break
 - Fifteen (15) days- Inclusive of New Year's Day for 9- and 10-month faculty.
 - Ten (10) days-Inclusive of New Year's Day for 12-month faculty.
- 8) Spring Break
 - Five (5) days for 9- and 10-month faculty.
 - Spring Holiday: One (1) day for 12-month faculty.

L. Religious Leave

The college will provide a reasonable accommodation to faculty for religious observances according to Title VII of the Civil Rights Act of 1964.

M. Procedures for Absence from Assigned Responsibilities by Participating in Local, State, National Activities of a Political Nature

Each employee of San Juan College has the privilege of participation in political as well as other community activities.

A San Juan College employee will at all times indicate that comments, actions, and/or statements are his/her own and in no way represent San Juan College officially. When election to a position results in the employee taking leave for a period of time considered excessive, the employee will be asked to take leave without pay.

N. Military Leave

College faculty called to military duty are excused for the period of time they are actually involved in active duty in the Armed Services of the United States military and other uniformed services specified below. This paid leave will not exceed fifteen (15) College work days in any one calendar year.

Only regular faculty on active duty in one of the following uniformed services are eligible for military leaves of absence: Armed Forces of the United States, defined to include Army, Navy, Air Force, Marine Corps, Coast Guard and their reserve components; U.S. Public Health Service; and the New Mexico National Guard.

The following types of active military duty qualify for military leaves of absence:

- 1) Annual duty for training (required participation by National Guard or Reserve Unit)
- 2) Local or national emergency (faculty's units are activated for local emergencies as declared by the President of the United States or the Governor of New Mexico)
- 3) Special training (voluntary duty for special training purposes)

Military leaves are granted to eligible faculty upon presentation to the appropriate Vice-President or if an employee falls under the direct line of authority of the President, the Executive Vice-President, of official military orders or other evidence indicating that the faculty are entering required active military duty. Requests for voluntary duty are evaluated and approved on a case-by-case basis by the appropriate Vice-President. Notifications of requests for military leave should be made in a timely fashion in consideration of work duties in the faculty's absences.

Military leaves are paid at the faculty's straight-time rates and only for the workdays the faculty would normally be scheduled to work.

Military leaves begin on the first working day absent and terminate on the last calendar day required as evidenced by the military orders.

Military leaves without pay may be granted for reasons other than those specified above.

O. Reservist Called To Duty

The College holds open the positions of reservists called to active duty pursuant to United States Presidential orders or who volunteer for emergency active duty for a minimum of four (4) years (five (5) years if service is extended at the request and convenience of the federal government.) The College restores reservists to their former positions with full seniority or positions offering the same ranks, pay and seniority upon return from active duty. Reservists must return to work and within 90 days after release from active duty.

College faculty who are military reservists and National Guard members are not, by law, required to provide their employers with notice when leaving for active duty. However, if possible, notices should be given to immediate supervisors, either personally or through another's (family members, etc.) contact.

During active duty, the reservists do not receive their College pay, but may continue medical, life, and/or dental benefits. For service less than 30 days, the reservists need to make arrangements with the Business Office and Human Resources to ensure payment of insurance premiums on the same basis as other faculty, and in accordance with the share of insurance premium they are responsible, dependent upon the employee's salary. For service in excess of 30 days, the reservists need to make arrangements with the Business Office to ensure monthly payments of 100% of the benefits premiums. Uniformed Services Employment and Reemployment Rights Act 1994.

P. Domestic Violence Leave

Faculty who are victims of domestic violence are allowed up to 14 days of accrued paid leave or leave without pay per year. Faculty must notify their supervisors within 24 hours of beginning the leave or must provide as much notice as possible based on the circumstances.

Faculty must provide their supervisors verification of the leave. The verification may be copies of: police reports, protection orders, or other court evidence or written statements from their attorneys, district attorney's victim advocates, or prosecuting attorneys. The reason/incident for leave must be kept confidential.

Faculty continue to receive pay (unless on unpaid leave), health insurance, and other benefits.

ARTICLE 33
ADDITIONAL COMPENSATION FOR JOB-RELATED OR
JOB-ENHANCING DEGREES

1. General Statement and Philosophy

- A. The purpose of this policy is to provide guidance regarding additional compensation to eligible Faculty and Faculty Administrators at San Juan College who attain additional job-related or job-enhancing degrees or certifications from accredited institutions.
- B. Approved salary increases will be as follows for the *first* degree awarded for a type of degree:

Degree	Amount
Associate	\$1,325
Bachelors	\$2,650
Masters	\$2,650
Doctorate	\$2,650

2. Request and Approval

- A. *Prior to enrolling* in a program, the faculty member must consult with the Dean of the applicable school to ensure the program is appropriate and complete the Request for Compensation for Additional Degrees Form or the Request for Compensation for Additional Certifications Form. If the program is deemed inappropriate, the Dean will send a written explanation to the faculty member supporting this decision. The faculty member may then ask the Vice President for Learning to review the decision.
- B. After consultation, the Dean of the applicable school, as well as, the Vice-President of Learning may approve this request. Failure to consult with the appropriate Dean and receive approval in advance of enrolling in a program may result in the denial of the salary increase.
- C. A copy of the completed and signed Request for Compensation for Additional Degrees Form or the Request for Compensation for Additional Certifications Form will be placed in the faculty member's personnel file as a record of the approval.
- D. If a faculty member has a fully-approved request to enroll in a program and transfers to another school, the faculty member must seek and receive approval from the new school Dean in order for the salary increase to be paid. The new school is not required to approve the form and/or the salary increase.

3. Completion of Degrees

- A. The faculty member must be employed at San Juan College at the time the qualifying degree was conferred.
- B. Once the degree has been awarded, the faculty member must have an official transcript showing the awarded degree submitted to Human Resources. The salary increase will be added to the faculty member's base salary and awarded at the beginning of the fiscal year following receipt of the official transcript.
- C. Degrees that are required to meet the minimum qualifications for a position pursuant to a Memorandum of Understanding established for hiring or continued employment are eligible for the same increase amounts and procedures under this Section

4. Completion of Industry Certifications and Training

- A. Faculty teaching in programs that use industry certifications for qualifications above the minimum required for their position may apply for additional compensation. The amount of additional compensation will be prorated based upon the certifying body's estimated preparation time for the certification as compared with the time required for earning a degree (typically 2250 hours). A certificate's requirement of a minimum number of years working in a field is not included in the preparation time calculation. Approval and compensation for faculty teaching in programs that use industry certifications will be recorded on a Request for Compensation for Additional Certifications Form and maintained in the faculty member's personnel file. Examples of certifications are attached to the request form.
- B. Eligibility for additional compensation is permitted provided the following are met:
 - 1) The certification is not a requirement of continued employment
 - 2) The cost of the certification is not covered by the College as part of the faculty member's professional development.
 - 3) This is a new certification and not the renewal of a currently held, or lapsed, certification.

5. Individuals affected by this Policy

- A. The salary increase stipulated in this Policy applies to degrees and certifications awarded after the adoption of this policy.
- B. Faculty who were awarded additional degrees or certifications between December 1, 2019 and adoption of this policy, were employed at SJC at the time of the degree or certification was awarded, and were not previously compensated for the additional degree or certification may complete the appropriate Request for Compensation for Additional Degrees Form or Request for Compensation for Additional Certifications Form and request approval from the Dean and Vice-President for Learning for the

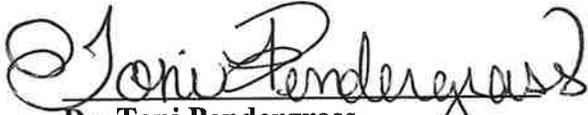
additional compensation. If approved, this completed form will be placed in the faculty member's personnel file.

- 1) Any awarded salary increase will be applied to the faculty member's first contract issued after completing appropriate Request for Compensation Form and receipt of all required official transcripts or other approved documentation.
- 2) The Request for Compensation for Additional Degree Form or the Request for Compensation for Additional Certifications Form must be completed and submitted for approval within one year of adoption of this policy.

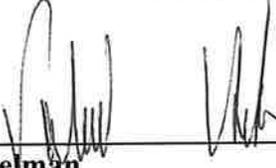
**ARTICLE 34
AUTHORIZED SIGNATURES AND ATTEST**

The parties have executed this Agreement on this 2nd day of March, 2026.

SAN JUAN COLLEGE



**Dr. Toni Pendergrass
President, San Juan College**



**Valerie Uselman
Chairperson, San Juan College Board of Trustees**

SAN JUAN COLLEGE EDUCATION ASSOCIATION



**Gerald Williams
SJCEA President and Co-Lead Negotiator**



**Jennifer Lewis
SJCEA Co-Lead Negotiator**



**Jared Blood
SJCEA Co-Lead Negotiator**