

AGREEMENT

between

Regents of New Mexico State University

and

**United Electrical, Radio and
Machine Workers of America**

December 30, 2022 - January 1, 2025

Table of Contents

<u>ARTICLE 1.</u>	<u>AGREEMENT</u>	2
<u>ARTICLE 2.</u>	<u>UNION RECOGNITION</u>	2
<u>ARTICLE 3.</u>	<u>MANAGEMENT RIGHTS</u>	2
<u>ARTICLE 4.</u>	<u>UNION RIGHTS</u>	3
<u>ARTICLE 5.</u>	<u>COMPENSATION</u>	4
<u>ARTICLE 6.</u>	<u>BENEFITS</u>	5
<u>ARTICLE 7.</u>	<u>LEAVE</u>	5
<u>ARTICLE 8.</u>	<u>SCHOLARSHIP AWARD</u>	6
<u>ARTICLE 9.</u>	<u>APPOINTMENT LETTERS</u>	6
<u>ARTICLE 10.</u>	<u>WORKLOAD</u>	7
<u>ARTICLE 11.</u>	<u>ACADEMIC REQUIREMENTS FOR GRADUATE ASSISTANTS</u>	7
<u>ARTICLE 12.</u>	<u>DISCIPLINARY ACTION</u>	7
<u>ARTICLE 13.</u>	<u>GRIEVANCE PROCEDURE</u>	8
<u>ARTICLE 14.</u>	<u>HEALTH AND SAFETY</u>	11
<u>ARTICLE 15.</u>	<u>DRUG/ALCOHOL TESTING</u>	11
<u>ARTICLE 16.</u>	<u>DUTY TO COOPERATE</u>	11
<u>ARTICLE 17.</u>	<u>INTERNATIONAL EMPLOYEE/LABOR MANAGEMENT MEETINGS</u>	11
<u>ARTICLE 18.</u>	<u>LABOR MANAGEMENT COMMITTEE</u>	12
<u>ARTICLE 19.</u>	<u>NON-DISCRIMINATION</u>	13
<u>ARTICLE 20.</u>	<u>COMPLETE AND ENTIRE AGREEMENT</u>	13
<u>ARTICLE 21.</u>	<u>SEVERABILITY</u>	14
<u>ARTICLE 21.</u>	<u>DURATION</u>	14
<u>ARTICLE 22.</u>	<u>AUTHORIZED SIGNATURES AND ATTEST</u>	14

ARTICLE 1. AGREEMENT

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

ARTICLE 2. UNION RECOGNITION

The University hereby recognizes the Union as the sole and exclusive representative of full-time and part-time graduate students holding an assistantship engaged in instruction and/or research at the University’s campuses at Las Cruces, Alamogordo, Dona Ana, and Grants in the following positions: Graduate Teaching Assistants – “Teaching Assistant”, Graduate Research Assistants – “Research Assistant”, Graduate Assistants – Other – “Grad Asst-Other”, Graduate Assistant Research Fellow – “Grad Asst Fellow”, and Research Assistant PSL – “Research Asst-PSL”.

ARTICLE 3. MANAGEMENT RIGHTS

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

1. to determine the mission of the University, its schools, departments, and programs;
2. to set standards, qualifications, and performance expectations;
3. to exercise control and discretion over University organization, operations, property, equipment, and facilities;
4. to direct the work of, hire, transfer, assign, reassign, discipline, suspend, discharge, terminate, and retain or not retain bargaining unit members in assistantships with the University;
5. to relieve bargaining unit members from duties because of lack of work, decrease in student enrollment, or programmatic changes;
6. to maintain the efficiency of the operations entrusted to the University and its Administration;
7. to determine the methods, means, and personnel by which the University operations are to be conducted;
8. to promulgate and/or amend policies, rules, regulations, directives, and orders provided such are not in conflict with this Agreement; and

9. to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to its students in situations of emergency.

The University retains all rights not expressly and specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act (PEBA). The University retains the right to delegate any of its rights and to rescind such delegation at any time.

ARTICLE 4. UNION RIGHTS

- A. The Union and University agree that the Union has the right and duty to represent the interest of bargaining unit members in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the University. The Union has rights as set forth in the Public Employee Bargaining Act. In exercising those rights, the following provisions shall apply:
 1. The Union shall not use the University's interoffice mail services for the dissemination of Union material, literature, or correspondence.
 2. The Union shall not use University time, equipment, website, or materials for Union business. Meetings may occur and facilities may be used for the purpose of conducting meetings with the represented bargaining unit members in accordance with law and University policies.
 3. The University shall make available to the Union upon its request any public information in accordance with applicable law.
 4. The Union may meet with bargaining unit employees, visit worksites, and use University email as provided by law. The Union will be provided thirty (30) minutes during graduate assistant orientation.
- B. Membership or non-membership in the Union is strictly voluntary. The Union and University recognize that the exercise of these rights shall not interfere with the instruction of students or the delivery of services.
 1. Bargaining unit members may join and be a member of the Union or may choose not to join or be a member of the Union without interference, restraint, or coercion. Bargaining unit members may voluntarily pay Union membership dues through payroll deduction on a form authorized by the Union. Such authorization forms must be signed and dated by the bargaining unit member, include the amount authorized for withholding, and the bargaining unit member's Aggie ID.
 2. A bargaining unit member may commence or terminate payroll membership dues deductions by written notice to the University's payroll office and the Union, which

shall take effect no later than the second full pay period after receipt of notice by the payroll office. Notice to terminate dues deductions may be filed between March 1 - 5, July 1 - 5, or October 1 - 5. The University will remit the dues deducted to the Union Financial Secretary of UE Local 1498 within thirty (30) days after the payday covering the pay period of deduction along with a list of the names from whom deductions were made and amounts deducted.

3. The University's payroll office will be notified in writing of the single membership dues amount by February 15th for the upcoming fiscal year. No changes to the deduction amounts will occur after that date. Payroll deduction will only be for membership dues and will not include any other fees, fines, arrears payments, contributions, or assessments of any kind.
 4. No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question.
 5. The Union shall indemnify, pay for the defense of, and save the University harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct taken by the University for the purpose of complying with this Article.
- C. The University will provide the Union with bargaining unit members' directory information monthly. The University will provide written notice to the Union if it contemplates any change to the information designated as directory information pursuant to FERPA. The University will provide the Union with a listing of information for bargaining unit members, without identifying information, containing the following: salary, assistantship type, pay scale placement, and department, school, or research center. Such list will be provided monthly. The parties agree these lists satisfy the bargaining unit information set forth in PEBA.
- D. Bargaining unit members and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement and under state and federal laws. There shall be no implied or inferred rights to the Union or any bargaining unit members.
- E. The Union may elect/appoint union officers, stewards, and/or representatives. The Union President shall notify the University's General Counsel and Chief Legal Officer of all officers, stewards, and representatives within thirty (30) days of execution of this agreement, followed by annually on or before the anniversary date of execution of the Agreement, and within seven (7) calendar days of any change.

ARTICLE 5. COMPENSATION

- A. Effective the second full pay period following ratification and signature of this Agreement or resolution of impasse, whichever is later, bargaining unit members, other than RAs, will

receive a six and eight tenths percent (6.8%) increase to the assistantship appointment amount, prorated for the remaining pay periods on the appointment.

- B. Effective the second full pay period following ratification and signature of this Agreement or resolution of impasse, whichever is later, the salary schedules for graduate assistants, other than RAs, will be increased by six and eight tenths percent (6.8%).
- C. The University encourages Departments, research centers, and services units to provide the same percentage increase to RAs in the same manner as set forth in subsection A, above. If a department provides a portion of the six and eight tenths percent (6.8%) increase in Fiscal Year 2023, the department will provide the remaining portion of the six and eight tenths percent (6.8%) increase beginning the first full pay period in July 2023 for those bargaining unit members continuing on the same assistantship appointment. The University will provide a listing of RAs and their salaries to the Union ninety (90) days after ratification and signature of this Agreement. Effective no later than the Fall 2023 semester, the salary schedules for graduate assistants will apply to RAs.
- D. Departments, research centers, and services units may pay a bargaining unit member more than the minimum salary schedules provided it does not create an inequity within the department, research center, or service unit.

ARTICLE 6. BENEFITS

- A. Bargaining unit members may be eligible to enroll in health benefits provided through the State and/or the University. More information is available through the Human Resources department as well as on the University's and State's health benefit provider's website.
- B. The University will work with State health benefit provider(s) to hold an enrollment workshop each semester. Bargaining unit members are encouraged to research coverage, out-of-pocket costs, and other specifics of the available plans.
- C. For Spring 2023 semester, the University will provide a one-time \$100.00 payment to international graduate students holding assistantships to offset the increased cost of required health insurance premiums.

ARTICLE 7. LEAVE

Bargaining unit members will contact and work with their immediate supervisors in instances where the bargaining unit member is requesting to be absent due to illness, injury, medical condition, death in the immediate family, birth/adoption of a child, or other comparable reason. Documentation supporting the absence may be required.

ARTICLE 8. SCHOLARSHIP AWARD

Effective following ratification and signature of this Agreement or resolution of impasse, whichever is later, the University will guarantee a base level of scholarship of at least \$650.00 or two (2) credit hours of tuition (including differential tuition for nursing and engineering) and Required Fees (not including additional fees), whichever is greater, per semester per student to all bargaining unit members holding an assistantship or combined assistantships of 0.50 FTE or higher, prorated for those with less than a 0.50 FTE or combined FTE. This base level scholarship will be provided each Fall and Spring semester subject to budgetary constraints.

The parties agree to work together to advocate for increased funding for tuition coverage during the Regular 2023 New Mexico State Legislative Session. Should the Legislature provide funding to NMSU for tuition coverage, the parties agree to open negotiations on tuition coverage for bargaining unit members upon the written request of either party between March 15, 2023, and July 1, 2023.

ARTICLE 9. APPOINTMENT LETTERS

- A. Bargaining unit members will be notified in writing of a confirmation of employment. Appointment letters will normally be issued at least fourteen (14) days prior to the start date of the assistantship, however, nothing will prohibit the offer of appointment letters for assistantships created with less than fourteen (14) days remaining before the start date.
- B. Appointment letters will include the following information:
 - 1. Assistantship type
 - 2. Appointment percentage (FTE)
 - 3. Start and end date of assistantship
 - 4. Department offering assistantship
 - 5. Supervisor
 - 6. A general description of the duties, which may be revised by the department/University
 - 7. Stipend, salary, or hourly rate, as applicable
 - 8. Deadline for acceptance of assistantship
 - 9. A statement noting the position is covered by a collective bargaining agreement
 - 10. The current collective bargaining agreement website address
- C. Assistantships are conditional offers contingent upon other factors such as, but not limited to, funding, enrollment levels, and academic standing.
- D. The University requires bargaining unit members to maintain full-time enrollment to be and remain eligible for an assistantship unless the bargaining unit member is in their final

semester before graduating or has otherwise received a credit waiver as this Agreements sets forth under its academic requirements for graduate assistants.

ARTICLE 10. WORKLOAD

- A. It is understood that bargaining unit members are engaged in professional activities of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment will vary.
- B. The appointment level shall be based on the appointing department's determination of the amount of time it should normally take to perform the assigned duties. For example, a 0.50 FTE is an average of 20 hours per week and a bargaining unit member appointed at 0.50 FTE will not normally be expected to work more than 20 hours per week on a continual basis. However, the average number of hours per week over the course of a full appointment period is an estimate rather than an exact time specification. Bargaining unit members should address concerns regarding workload with their immediate supervisor at any time the bargaining unit member anticipates or experiences any workload related issues.

ARTICLE 11. ACADEMIC REQUIREMENTS FOR GRADUATE ASSISTANTS

A bargaining unit member in a PhD program, who has successfully completed their coursework and competency exams, and who are in their second to last semester may file a request for waiver permitting them to take six (6) credit hours rather than nine (9) credit hours. Bargaining unit members who are in their last semester may file a request for waiver permitting them to take one (1) credit hour rather than nine (9) credit hours. The intent is that this benefit is provided for a total of two (2) semesters to the PhD bargaining unit members and one (1) semester to the Masters bargaining unit members.

ARTICLE 12. DISCIPLINARY ACTION

- A. Bargaining unit members are subject to this Agreement and any University/Department/College policies, rules, regulations, directives, or orders not in conflict with this Agreement.
- B. Prior to implementing disciplinary action, a bargaining unit member will be provided written charges against the bargaining unit member and notice of a predetermination meeting. The purpose of the predetermination meeting is to provide the bargaining unit member an opportunity to respond to the charges and is not an evidentiary hearing. A

Union representative may accompany a bargaining unit member during the predetermination meeting. The Union representative may confer with the bargaining unit member, ask clarifying questions, and present written information to the University, but may not impede or interfere with the meeting. The unavailability of a Union representative shall not delay the predetermination meeting more than twenty-four (24) hours. Following the predetermination meeting, the bargaining unit member will be given written notice of any disciplinary action imposed.

- C. Disciplinary actions shall be based on just cause and include written reprimands, suspension without pay, and discharge/termination before the end of the bargaining unit member's assistantship contract. Discharge does not include loss of an assistantship for failure to remain a student in good standing, maintain a sufficient GPA, or enroll in a sufficient number of graduate credits.
- D. Disciplinary action will be issued in writing to the bargaining unit member. Copies of any documented disciplinary action shall be signed by the bargaining unit member acknowledging receipt of the action, or a notation that the bargaining unit member refused to sign the document.

ARTICLE 13. GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement. This grievance procedure shall be the sole and exclusive method of resolving disputes involving the application and/or interpretation of the terms and provisions of this Agreement and waive any right to challenge any right or benefits set forth in this Agreement in another forum. Alleged violations of statutes or regulations that do not allege a violation of this collective bargaining agreement may be filed with the enforcing agency or applicable University office and are not waived.
- B. A "*grievance*" is defined as an alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Agreement, University policy, rules, regulations, or mid-contract termination of an assistantship. Not offering subsequent assistantships or termination based on academic reasons are not grievable.
- C. A "*grievant*" is a bargaining unit member or a group of bargaining unit members making a claim.
- D. "*Days*" shall mean business days in which the University business offices are open.
- E. A written grievance must contain a statement of the grievance, the name of the bargaining unit member(s) or designation of entire bargaining unit or group of bargaining unit members as the grievant, 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 date of submission of the grievance, the specific section of this agreement,

University policy, rule, or regulation allegedly violated, and the specific remedy being sought. Statements such as “to be made whole”, without the additional specification of a remedy, shall not constitute sufficient notice of the remedy being sought by the grievant.

- F. Grievances affecting a group of bargaining unit members in more than one School, College, or Research Center may be initiated at Step Two.
- G. Grievances and responses are considered filed on the date they are sent via email or received via hand-delivery.
- H. A grievance shall be filed within ten (10) days following the date the grievant knew or should have known of the act or the condition which gave rise to the grievance. Failure to timely file the grievance will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered null and void and closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.
- I. Should the University fail to respond to a grievance within the time limits expressed herein, the Union/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the University had timely responded.
- J. A bargaining unit member grievant may be accompanied by a Union steward, selected or approved by the Union, at any stage of the grievance procedure. Nothing herein contained shall be considered as limiting the rights of a bargaining unit member to discuss or process their grievance as an individual. In such cases, the bargaining unit member will provide the Union with a copy of the grievance at the same time it is filed with the University. An individual pursuing a grievance without Union representation will be responsible for all associated costs. In such cases the Union has the right to be present at all levels as a party in interest. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.
- K. Grievances shall be presented as outlined below:

Informal Step – A bargaining unit member who believes that they may have a grievance, shall meet with the bargaining unit member’s immediate supervisor and/or department head in a good faith attempt to resolve the grievance. If the grievance is not resolved within ten (10) days of the date the grievant knew or should have known of the act or condition giving rise to the grievance, the bargaining unit member may file the written grievance at Step One as set forth in G., above.

Step One – A bargaining unit member shall file a written grievance with the bargaining unit member’s Dean of the College in which the grievant is employed within the time limit described in G. above. A meeting with the Dean or designee will be held within seven (7) days of the filing of the grievance. The

Dean/designee will provide a written response to the grievance within ten (10) days following receipt of the grievance. If the matter is not resolved to the satisfaction of the bargaining unit member within ten (10) days of the date of the Dean/designee's response, the bargaining unit member may file a written grievance at Step Two.

Step Two – Within ten (10) days of the date of the Dean/designee's written response at Step One, the written grievance must be filed with the Provost. A meeting with the Provost or designee will be held within seven (7) days of the filing of the grievance. The Provost/designee will provide a written response to the grievance within ten (10) days following receipt of the grievance.

Arbitration Step:

- A. In the event the grievant is not satisfied with the decision at Step Two of the Grievance Procedure, the decision may be appealed to arbitration by filing a written appeal with the Provost with a copy to General Counsel within twenty (20) days of receipt of the Provost/designee's decision along with a copy of the request for arbitration panel that the grievant has filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of receipt of the Provost/designee's decision. The request to FMCS shall demand a panel of seven (7) arbitrators from the region that includes New Mexico. Each party retains the right to request a second panel of seven (7) arbitrators from the region that includes New Mexico within five (5) days of receipt of the panel. The parties will meet to strike names from the list of arbitrators within fifteen (15) days of receipt of the list. Each party will strike one name followed by the other party striking one name until a single name remains, who shall become the Arbitrator. The party required to strike the first name will be the grievant.
- B. If an issue of arbitrability exists, the Arbitrator shall determine such issues by briefs prior to scheduling the merits hearing. If the Arbitrator determines the grievance to be arbitrable, the case will proceed to a hearing on the merits. If prehearing briefs are not submitted, the grievance will advance to arbitration. A hearing on the merits of the grievance shall occur within three (3) months of notification of selection of the Arbitrator. Failure of the grievant and/or union to advance the grievance to a hearing within this time limit will render the matter closed and not subject to arbitration.
- C. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute their discretion for the University where such discretion is retained by the University. The Arbitrator's decision is limited to the precise issue submitted for arbitration. The Arbitrator shall prepare and submit a written decision to the parties, which shall include the decision, rationale, findings of fact, conclusions of law, and if appropriate, relief, within thirty (30) calendar days after the close of the hearing, which may include submission of post-hearing

briefs. The decision of the Arbitrator is final and binding on the parties, subject to appeal as set forth in the Uniform Arbitration Act for compulsory arbitration.

- D. The Arbitrator's charges for services and costs for a Court Reporter and transcripts, if requested by the Arbitrator, shall be shared equally by the parties.
- E. Each party is responsible for its representation and witness costs.
- F. A bargaining unit member who must miss work to attend an arbitration as a grievant, witness, or representative shall request leave without pay from the member's immediate supervisor and provide documentation of their required attendance as soon as possible after learning their presence is required. A teaching assistant shall be responsible for arranging at least twenty (20) calendar days in advance for a suitable replacement to teach the class, subject to the approval of the replacement by the department chair or immediate supervisor.

ARTICLE 14. HEALTH AND SAFETY

The University shall provide a safe working environment that complies with State and Federal laws. Bargaining unit members shall notify the University in writing of any safety or health concerns. If the Union determines a safety issue exists that has not been resolved by the immediate supervisor, a Union steward may request a labor management meeting to address the safety concerns.

ARTICLE 15. DRUG/ALCOHOL TESTING

Bargaining Unit members are required to comply with University policy and practices concerning the impact of alcohol and controlled substances in the workplace.

ARTICLE 16. DUTY TO COOPERATE

The parties agree to cooperate to work towards creating a work environment that is respectful, responsive, efficient, and accountable within NMSU, recognizing a party's economic constraints.

ARTICLE 17. INTERNATIONAL EMPLOYEE/LABOR MANAGEMENT MEETINGS

- A. The Union President and the Dean of Graduate Studies or designee agree to meet at the written request of either party to discuss matters of concern to international graduate students holding an assistantship. The request for such a meeting shall contain a

recommended agenda of items to be discussed. The Union and the University will each select up to five (5) representatives to participate in each meeting. Additional representatives may be allowed upon written mutual agreement of the parties.

- B. The parties agree such meetings will not occur during periods in which negotiations have commenced until negotiations are completed.
- C. Agreements reached during these meetings may be reduced to writing and signed by the parties.

ARTICLE 18. LABOR MANAGEMENT COMMITTEE

- A. To help promote a mutually constructive and cooperative relationship, the Union and the University agree to establish a joint Labor Management Committee [hereinafter referred to as the "Committee"]. The Committee will have the following specific objectives:
 - 1. Foster communication between the Union and the University;
 - 0. Serve as a forum to discuss issues of mutual concern;
 - 0. Work to build consensus for joint problem-solving and planning where the Union and University recognize it is best to have a shared position;
 - 0. Inform and educate the University community about the concept and benefits of a Labor Management partnership;
 - 0. Communicate and share the activities of the Committee with the University community; and
 - 0. Make recommendations to the appropriate University bodies and monitor the progress of such actions.
- B. The Committee will have no authority to modify the terms of this Agreement. Disputes over alleged violations of this Agreement must be pursued through the Grievance and Arbitration provision of this Agreement. The Committee will forward its recommendations to appropriate administrative designee(s) for consideration. No such recommendation will be considered or treated as constituting a binding agreement between the Union and the University.
- C. The Union and University will each be permitted four (4) representatives on the Committee. The Union and University will each designate one (1) member to serve as co-chair. The co-chairs, along with other Committee Members, will carry out all functions of the Committee, plan the agenda, and arrange meeting dates and times.
- D. The Committee will meet once per semester, or as the Committee members mutually agree. Meetings will be scheduled at dates and times mutually agreed to by the Committee co-chairs. Committee meetings will usually be held on University Property unless the Committee agrees to other accommodations at no expense to the University.

- E. Among other activities that Committee members may mutually agree to pursue, Committee members will pursue the following:
 - 1. A recommended plan for the Union's consultation in the planning and budgeting process of the University comparable to opportunities for consultation available to other Employee groups.
 - 2. Any other activity the Committee deems warranted.

ARTICLE 19. NON-DISCRIMINATION

- A. Neither party will unlawfully discriminate against a bargaining unit member on any basis covered by state or federal law, which includes, but may not be limited to, age, ancestry, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, spousal affiliation, protected veteran status, or union membership/non-membership.
- B. The Union recognizes its responsibility as the exclusive representative to represent all bargaining unit members equally without interference, restraint, or coercion.
- C. Bargaining members may avail themselves of the assistance offered by the University and University policies regarding concerns related to discrimination, harassment, and/or retaliation.

ARTICLE 20. COMPLETE AND ENTIRE AGREEMENT

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties. Nothing in this Article prohibits the parties from voluntarily and mutually agreeing to enter into a written Memorandum of Understanding or a Memorandum of Agreement during the term of this Agreement.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the University and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 21. SEVERABILITY

If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. Either party may request to negotiate a replacement provision by providing written notice to the other party within fifteen (15) calendar days of the date of the final order of the court or administrative agency.

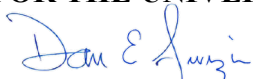
ARTICLE 21. DURATION

This Agreement will become effective upon ratification and signature of the parties and will continue in full force and effect until January 1, 2025. Either party may reopen negotiations on the Article Compensation by providing written notice to the other party no earlier than September 1, 2023, and no later than November 1, 2023. A party desiring to negotiate a successor agreement shall notify the other party in writing no earlier than September 1, 2024, and no later than November 1, 2024. If neither party timely files for the opening of negotiations for a successor agreement, the Agreement will be extended for successive one (1) year periods.

ARTICLE 22. AUTHORIZED SIGNATURES AND ATTEST

In witness whereof, the parties have executed this Agreement on this 30 day of December, 2022.

FOR THE UNIVERSITY:



Dan E. Arvizu, Chancellor

 Digitally signed by Ammu Devasthali
Date: 2022.12.30 14:21:19 -07'00'

Ammu Devasthali, Chair
NMSU Board of Regents


FOR THE UNION:



Kelley Boland




Liam Goodale



Ellen Ijebor



Hannah Melick



Anna Rose

Bryon Stemock

Bryson Stemock

Matthew Soliz



Matthew Soliz

Jessica Afful Tuleassi

Jessica Tuleassi

Matthew Varakian

Matthew Varakian

Daniel Vargo

Dan Vargo

**ADDENDUM TO AGREEMENT BETWEEN THE REGENTS OF NEW MEXICO
STATE UNIVERSITY (THE "UNIVERSITY") AND THE UNITED ELECTRICAL,
RADIO AND MACHINE WORKERS OF AMERICA (THE "UNION") EXECUTED
FOR THE PERIOD BEGINNING DECEMBER 30, 2022 AND EFFECTIVE THROUGH
JANUARY 1, 2025**

This Addendum memorializes the ratified agreement between the University and the Union to amend the original collective bargaining agreement between the parties dated December 30, 2022 ("Agreement"). The following new Articles 5 and 8 replace the original Articles 5 and 8 in the Agreement.

ARTICLE 5. COMPENSATION

- A. Effective the first full pay period of Spring semester 2024, bargaining unit members, other than RAs, will receive a six percent (6%) increase to the assistantship appointment amount, prorated for the remaining pay periods on the appointment.
- B. Effective the first full pay period of Spring semester 2024, the salary schedules for graduate assistants, other than RAs, will be increased by six percent (6%).
- C. The University encourages Departments, research centers, and services units to provide the same percentage increase to RAs in the same manner as set forth in subsection A, above. If a department provides a portion of the six percent (6%) increase in Fiscal Year 2024, the department will provide the remaining portion of the six percent (6%) increase beginning the first full pay period in July 2024 for those bargaining unit members continuing on the same assistantship appointment.
- D. Departments, research centers, and services units may pay a bargaining unit member more than the minimum salary schedules provided it does not create an inequity within the department, research center, or service unit.

ARTICLE 8. SCHOLARSHIP AWARD

- A. Effective Spring 2024 semester, the University will guarantee a base level of scholarship of at least \$1600.00, per semester per student to all bargaining unit members holding an assistantship or combined assistantships of 0.50 FTE or higher, prorated for those with less than a 0.50 FTE or combined FTE held for a majority of the semester. This base level scholarship will be provided each Fall and Spring semester subject to budgetary constraints.
- B. Effective beginning Fall 2023 semester, bargaining unit members enrolled full-time (at least 9 master's or doctoral credit hours for Fall and Spring semesters) in a master's or doctoral degree program of science, technology, engineering, or mathematics and who graduated from a New Mexico high school will be guaranteed a base level scholarship of nine (9) or ten (10), as applicable to the number of master's or doctoral credits registered for, credit hours (including differential tuition for nursing and engineering) and Required

Fees in accordance with Legislative Appropriation and Higher Education Department's rules. Such scholarship will continue each Fall and Spring semester through Spring 2026, subject to continued specific Legislative Appropriation.

- C. On or about mid semester, the University will compile a list of eligible bargaining unit members for the scholarship awards contained herein and distribute such funds through Scholar Dollars along with an email to the bargaining unit member providing notification thereof. Nothing in this section will prohibit a department from distributing funds prior to mid-semester.

In witness whereof, the parties have executed this Addendum on this 18th day of January, 2024.

FOR THE UNIVERSITY:

Digitally signed by Jay
Gogue
Date: 2024.01.18 14:42:16
-07'00'

Jay Gogue, NMSU President

FOR THE UNION:

Digitally signed by Alexander
Allison
Date: 2024.01.19 10:02:56 -07'00'

Alexander Allison, President, UE Local 1498