Guidelines on Employment for Graduate Assistants

The Graduate School, New Mexico State University

Revised January 2025, to include Union Collective Bargaining Agreement (CBA)

Our graduate assistants are primarily engaged in the teaching and research mission of New Mexico State University (NMSU). The primary purpose of the *Guidelines on Employment for Graduate Assistants* is to educate faculty, staff, and students about the employment of graduate assistants. These Guideline are a working document, recognizing that topics will be added or expanded based on the needs of faculty, staff, students, and changes in the Union CBA. **However, any section designated as a CBA guideline is part of a legal contract.**

Topics covered in the guideline are listed below.

I. *Eligibility for Appointment*……..Page 2

II. *Appointment Letters and Reduction of Required Credit Hours*……..Page 3

III. *Eligibility for In-State Tuition* ……..Page 6

IV. *How to Apply for a Graduate Assistantship*…….Page 6

V. *Minimum Salary Requirements*……..Page 7

VI. *Enrollment Requirements*……..Page 7

VII. *Number of Years of Support from New Mexico State General Fund*…….Page 8

VIII. *Maximum Number of Hours per Week and Workload*…….Page 9

IX. *Benefits*…….Page 11

X. *Roles and Responsibilities of GA employment*…….Page 11

XI. *Disciplinary Action*…….Page 14

XII. *Grievance Procedure*…….Page 15

XIII. *Health and Safety*…….Page 17

XIV. *Drug/Alcohol Testing*…….Page 18

I. Eligibility for Appointment

Graduate assistants (GA) can work in a teaching, research, or other administrative role. GAs are selected by departments, research centers, and service units to serve the needs of NMSU. To be eligible for employment as GAs, the student must be admitted to the Graduate School and to an academic department in the semester of hire.

In most situations, a GA must also meet the following criteria for a regular[1], full-time student:

1. Enroll in nine (9) graded graduate credits during an academic semester (fall or spring semester[2] with only one class below level 450),
2. Have a 3.0 cumulative Grade Point Average (GPA),
3. Have not exhausted years of state level of support (see section VI on Years of Support), and
4. International graduate students must pass the NMSU International Teaching Assistant (ITA) screening administered by the Department of English. Those that do not pass the ITA screening are required to enroll in and successfully complete English 485M. The ITAs are recommended to complete this requirement prior to their first teaching appointment. Students may be hired as a Research Assistant (RA) or GA-Other the semester, they are enrolled in English 485M.

Exceptions to the Stated Guidelines

Provisional Status Students

A. Provisional students can work as Research Assistants (RAs).
B. Provisional students are defined as:
    a. A *continuing graduate student*
        i. Student whose cumulative grade point average at the close of any term is less than a 3.0 but at least a 2.5.
    b. A *beginning graduate student*
        i. Student who does not have an overall 3.0 grade point average or 3.0 in the last half of undergraduate work,
        ii. Has at least a grade-point average of 2.5, and
        iii. Has qualified for admission in a specific degree program and is taking nine (9) graded graduate credits. Undeclared graduate students do not qualify for a GA.

[1]Regular student: A regular student, in the *Graduate Catalog*, is defined as (a) a beginning graduate student who has either an overall 3.0 grade point average or a grade point average of 3.0 in the last half of undergraduate work or, (b) a continuing graduate student who maintains at least a 3.0 grade point average.

[2] For GAs during the summer months, see section VI on Enrollment Requirements.

A student admitted provisionally must complete their first three courses totaling at least nine credits of graduate work (course level 450 and above), with an average of at least a 3.0.
A provisional student who does not meet the 3.0 grade-point average is subject to dismissal after their first semester. Provisional students cannot work as Teaching Assistants or GA-Assistants-other.

II. Appointment Letters and Reduction of Required Credit Hours (CBA, Article 9).

A. Bargaining unit members will be notified in writing of a confirmation of employment. Appointment letters will normally be issued at least twenty-one (21) days prior to the start date of the assistantship, however, nothing will prohibit the offer of appointment letters for assistantships created with less than twenty-one (21) 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 and G1, G2, or G3 hiring status, 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 except in the following circumstances:
1. A bargaining unit member in a PhD program, who has successfully completed their coursework and comprehensive exams, and who are in their second to last academic semester may file a request for waiver permitting them to take six (6) credit hours rather than nine (9) credit hours. This request for waiver is not available to International students.
2. Bargaining unit members who are in their last academic semester may file a request for waiver permitting them to take less than nine (9) credit hours but not less than one (1) credit hour.

3. The intent is that this benefit is provided for a total of two (2) academic semesters to the PhD bargaining unit members and one (1) academic semester to the Masters bargaining unit members.

Waiver requests for GAs must be made to and approved by the Graduate School. The Graduate School Graduate Assistant Part-Time Enrollment Waiver form can be found here.
A waiver is not required unless a student is a GA.

GA Types

There are three (3) general types of GAs: Teaching, Research, and Graduate Assistant-Other. The general job duties in these positions include, but are not limited to, the following responsibilities:

1. **Teaching Assistant (TA):** The TA's primary responsibility is in an instructional capacity. TAs may lecture, lead discussion groups, serve as an assistant to laboratory classes, tutor students, proctor examinations, grade tests and papers, evaluate textbooks for adoption, and provide general assistance in the instructional process under the direct supervision of a faculty member. TAs with relevant prior teaching experience may be allowed to be the primary instructor for undergraduate courses. If the TA's duties include instruction in a teaching laboratory or in an environment with hazardous or infectious materials or with hazardous equipment, the assistant will need to comply with University safety procedures and training requirements.

2. **Research Assistant (RA):** The RA's primary responsibilities are research related. RAs may assist faculty members in research and creative activities, perform administrative or editorial duties directly connected to research and creative activities, develop and evaluate instructional materials and/or curricula, or assume responsibilities for a designated research area under the direct supervision of a faculty member. If the RA's task involves research or direct support of research in a laboratory or in an area with hazardous or infectious materials or involves operation of hazardous equipment, the RA will need to comply with University safety procedures and training requirements. Such lab related RA duties may include assisting the faculty member in designing the laboratory equipment, preparation and planning, running the experiment, supervise, teach and grade other students in the lab, comply with University safety procedures and training, run web-based searches, and laboratory clean up at the end of the semester. Research in the lab leads to the RA's degree in the form of thesis or dissertation. Lab assistants can work in department facilities on and off the main campus.

3. **Graduate Assistant-Other:** The GA-Other completes administrative duties as outlined by the hiring department, such as program development, webpage and social media oversight,

customer service roles, support for equity, diversity, and inclusion initiatives, marketing, support for undergraduate student programs, data tracking and recording, and other departmental needs as needed.

Funding Source of GA

The funding source plays a role in the type of GA hired. Below we list two types of funding sources used to fund GAs.

1. **New Mexico State General Fund and Graduate Assistants**: GAs receiving support from the New Mexico State General Fund should primarily be engaged in the educational mission of the university. Usually, these students are TAs that provide instructional support in a classroom or laboratory setting. Departments using New Mexico State General funding for GAs outside teaching assistants must consult with the Graduate School. GAs supported through the New Mexico State General Fund must be admitted with "regular" status.

2. **Non-state funded Graduate Assistants**: A non-state funded GA can be a RA where students are engaged in research with faculty in their department, another department, or research center at NMSU. In some cases, assistants can also be engaged in the teaching or service mission of the university. *Either regular or provisional students with a GPA of at least 2.5 can be research assistants on non-state funded projects.*

International Graduate Students

International students are eligible to receive a GA. International student must obtain a current Social Security number to be employed at NMSU. If funding for the GA comes from the New Mexico State General Fund, the student must be a "regular" student.

As noted above, prior to the semester in which a TA will be granted international students must complete the *International Teaching Assistant (ITA) Screening* exam. Students who pass the screening exam are eligible immediately for a TA.

Graduate Assistant Orientation

All new graduate assistants must attend a mandatory orientation or participate in an online, asynchronous orientation offered by the Graduate School.

- Mandatory online orientation is offered during the first few weeks of the spring and fall semesters. New GAs are required to participate in the online training and provide a certificate of completion to their department. If a student becomes a new GA in the summer semester, they are required to participate in the online training in the fall semester.

- Students only need to attend the orientation once; they do not need to repeat the orientation each year.
- Departments may also require students to complete additional training workshops, seminars, and orientations to receive an assistantship.

III. Eligibility for In-State Tuition

Out-of-state students and international students are eligible for in-state tuition if they obtain at least a 10 hour/week (0.25 FTE) not to exceed 20 hour/week (0.50 FTE) graduate assistantship. The GA must be hired in a salary position. For out-of-state students, Human Resource Services and the Graduate School must approve the assistantship hiring before the fall and spring census dates (stated by Registrar's Office) to qualify for in-state tuition.

- Census date typically is the third Friday of the semester. Please check the academic calendar to identify census date each semester.
- Departments can hire students after census date. However, out-of-state students **are required to pay out-of-state tuition.**

For graduate assistants to start their assistantships, the hiring department must submit the Electronic Personnel Action Form (EPAF) Hiring forms. We strongly suggest that graduate assistants check with their departments to ensure that the hiring paperwork has been completed and submitted as soon as possible and in particular, **prior to the census date,** pursuant to the State of New Mexico law (NMAC 5.7.18.10.J).

Gaining In-State Residency

Out-of-state students are encouraged to apply for in-state residency after their first year of enrollment at NMSU. The Petition for In-State Residency Tuition Classification may be accessed through the University Student Records website and submitted to records@nmsu.edu for evaluation. We strongly encourage domestic students to become New Mexico residents. However, students will need to explore the impact of a change in residency on services they receive in their prior state of residency (such as car insurance).

NOTE: International students cannot apply for New Mexico state residency.

Out-of-state graduate students and international students who are paid by the hour are not eligible for in-state tuition. This includes out-of-state graduate students who hold work-study and Graduate Specialist positions.

IV. How to Apply for a Graduate Assistantship

Students should contact their academic department about the availability of graduate assistantships. Departments often offer first year students graduate assistantships as part of the recruitment process. For continuing graduate students, graduate assistantships are offered based on the needs of the program and the skills of the students. The Graduate School recommends that students contact the program they will be or are enrolled in and ask to be considered for a graduate assistantship. Some departments may require students to complete an employment application.

Service units and research centers also hire graduate assistants. In most cases, the announcement or advertisement of the position describes how to apply for employment. Job announcements are posted through the graduate student email list-serv, through the Department of Experiential Learning's Handshake platform, or via social media platforms. Students seeking employment with a service unit or research center should investigate if payment is salary or hourly. As mentioned in part II, students who are paid by the hour do not qualify for in-state tuition.

V. Minimum Salary Requirements

NMSU in accordance with the Collective Bargaining Agreement, establishes a minimum payment scale for graduate assistants. Departments, research centers and service units may pay a GA more than the minimum salary schedule provided it does not create an inequity within the department, research center or service unit.

Levels of support vary among student levels as indicated below. A description of the levels of support is discussed below.

1. G1 (Level I): This level is for regularly enrolled students pursuing a master's degree. This level is also for first-year doctoral students who do not currently hold a master's degree. Once doctoral students become a second-year student and pass their qualifying exam, they are classified as a Level II student.
2. G2 (Level II): This level is for regularly enrolled students pursuing the education specialist or doctoral degree who have passed the qualifying exam. This level is also for graduate students who currently hold a master's degree and are entering a doctoral degree program. It is also for a student who currently holds a master's degree and is entering another master's degree program.
3. G3 (Level III): This level is for doctoral degree students who have passed the comprehensive exam and have advanced to candidacy.

VI. Enrollment Requirements

As noted above, all GAs must enroll as full-time students taking at least 9 graded graduate credits (courses numbered 450 and above). Additional enrollment criteria are indicated below:

- No audits can be taken as part of the 9 minimum credits.
- A GA may not enroll for more than 15 credits each semester, unless given permission from the department and the Graduate School.
- Students must maintain at least a 3.0 grade-point average to continue an assistantship.

If a "regular" student (see prior definitions) needs to take deficiency courses as part of the 9 credits, then a memorandum from the advisor or department head should be submitted to the Graduate School. If approved, the student can register for 3 undergraduate credits (450 or below) and a minimum of 6 graded graduate credits during their first semester at NMSU. Regular employees cannot hold a GA position.

Summer Enrollment

- During the summer months, students are not required to enroll in courses while they hold a GA position.
- The amount earned during the summer could have an impact the student's financial aid for the following year.

Tax Implications of Course Enrollment

Students enrolled in at least 5 credits of instruction do not pay Federal Insurance Contributions Act (FICA)/Social Security and Medicare taxes. Students not enrolled in courses, or enrolled less than 5 credits of instruction, will lose their FICA/Medicare exemption status, and will be required to pay these taxes. Please check with Human Resource Services for updated information regarding student FICA/ Social Security and Medicare taxation.

VII. Number of Years of Support from New Mexico State General Fund

Limitations have been placed on years of funding support that GAs receive from the New Mexico State General Fund through NMSU. This policy has been put in place to encourage students to graduate in a timely manner. *Departments can place additional limits on the years of support graduate students receive from all sources of support.*

NOTE: For all these program limitations, funding for additional semesters should come from other funding sources beyond state funds.

State Degree Limitations:

- *Students enrolled in a 2-year master's degree program (less than 40 required credits):*
    - Only 2 years of support should be awarded from the New Mexico State General Fund.
    - Departments can appeal with the Graduate School for a 5th semester of support.

- *Students enrolled in a 3-year master's degree program (more than 40 required credits):*
    - Only 3 years of support should be awarded from the New Mexico State General Fund.
    - Departments can appeal with the Graduate School for a 7th semester of support.
- *Students seeking a second master's degree at NMSU*:
    - Can receive 2 to 3 years of additional support depending on the required years to complete the program.
- *Entering Ph.D. students without a master's degree in the field of study:*
    - For those students entering doctoral programs without a master's degree in their field of study, no more than 5 years of support should come from New Mexico State General Fund.
    - Departments can appeal with the Graduate School for a 6th year of support.
- *Entering Ph.D. students with a master's degree in the field of study:*
    - For those students entering doctoral programs with a master's degree in their field of study, a limit of 4 years of support should come from New Mexico State General Fund.
    - Departments can appeal with the Graduate School for a 5th year of support.

VIII. Maximum Number of Hours per Week and Workload

Graduate assistant employment during the academic year is typically limited to 20 (0.50 FTE) hours a week (hr/wk), regardless of the funding source. The limitations on number of GA hours worked adheres to federal regulations specific to employment benefits (see below for more details), and ensures that students graduate in a timely manner. The Graduate School discourages departments from hiring newly enrolled students for more than 20 hr/wk. This includes all forms of employment.

Students may be hired in more than one graduate assistantship if the combined employment does not exceed more than the 20 hr/wk (or .50 FTE). In the hiring process, we strongly encourage departments and service units to investigate whether a student is employed by another campus unit and verify full-time enrollment and GPA requirements before hiring a student.

Workload (CBA, Article 10)

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. The parties recognize the amount of work performed may vary from week to week, but bargaining unit members will not normally be expected to work more hours than their FTE 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.

Federal Hourly Limits on Graduate Assistant Positions

During the Academic year, under normal circumstances domestic and international graduate students can work up to 20 hours per week. In select situations, domestic students can work up to 25 hours per week. International students can normally only work a maximum of 20 hours per week per federal Immigrations and Customs Enforcement regulations. Departments that wish to increase a domestic student's number of hours worked to the maximum 25 hours per week must submit a memorandum to the Graduate School for approval. During the summer months, all graduate students can work up to 40 hours per week.

Employment Options and Procedures Beyond 20 Hours a Week

1. Domestic students during the fall and spring semesters
    a. Domestic students can work up to 25 hr/wk (0.625 FTE) university wide.
    b. Departments wishing to hire domestic students for more than the 20 hr/wk (0.50 FTE) must seek approval by the Graduate School.
    c. A memo must be submitted that includes:
        i. the number of additional hours to be worked (not to exceed 25 hr/wk or 0.625 FTE)
        ii. the number of credits in which the student has enrolled in,
        iii. their current GPA,
        iv. the additional activities of work, and
        v. approval from the department head or academic advisor.

d. A GA position can be terminated if departments, research centers, or service units fail to process forms for employment.

2. Graduate students may be hired up to 40 hours a week during the summer months.

3. International students.
    a. Federal regulations do not allow NMSU hiring units (departments and/or research centers) to hire international students for more than 20 hours a week (0.50 FTE) during the academic year.
    b. International students may work 40 hours per week during the summer.
    c. International students who have questions about this may contact the International Students and Scholar Services department (ISSS)

IX. Benefits (CBA, Article 6)

Health 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 Resource Services 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.

Holiday Breaks

GAs are entitled to fall and spring breaks as well as the same holidays of faculty and staff. Refer to the current academic calendar for information on reporting dates and holidays. GAs can also speak to their supervisors about make-up hours during fall and spring breaks.

Leave (CBA, Article 7)

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.

X. Roles and Responsibilities of GA employment

(1) The Graduate School

The Graduate School provides several services related to the employment of GAs.

As stated earlier, the Graduate School provides mandatory orientation for new GAs. The Graduate School also collaborates with campus units to offer teaching assistant workshops and support services for graduate assistants. The Graduate School approves domestic graduate assistant work beyond 20 hr/wk (0.50 FTE) during the academic year.

The Graduate School also serves to:

- Act as an advocate for GAs at the university, state, and national levels.
- Provide initial mediation in cases of employment conflict involving GAs.
- Provide professional development and retention workshops for students.
- Handle appeals for GAs on issues related to employment, as required by Human Resource Services for changes in hours and academic standing changes.
- Monitor the academic progress of GAs.

(2) Human Resource Services

Several departments within the Office of Human Resource Services have responsibilities with GA employment. We encourage students, faculty, and staff to review information on employment in the Policy Manual of NMSU.

Employment and Compensation Services is a unit within Human Resource Services that works with departments to process employment of NMSU staff, faculty, and students including GAs. Departments complete the hiring process to hire GAs. Services that are provided by Employment and Compensation Services are mentioned below:

- Disseminate information about GA pay scale.
- Offer employment workshops to units/departments on campus.
- Review hiring actions.
- For more information on hiring processes, please contact Employment and Compensation Services, at teamhrs@nmsu.edu and 575-646-8000.

The Office of People Relations (OPR) works with the Graduate School on department appeals related to GA employment and termination.

- OPR consults with GAs related to employment concerns
- Find information related to OPR here: https://opr.nmsu.edu/

(3) Graduate Assistants

GAs maintain responsibilities and expectations in their professional activities that support the research and teaching mission of NMSU. NMSU views GAs as emerging scholars, teachers, and professionals. We encourage students to behave as professionals.

As professionals, the Graduate School has the following expectations for GAs:

- We expect GAs to devote an appropriate amount of time and energy to completing work assignments.
- We expect GAs to work with your immediate supervisor to develop a written schedule of work hours and/or agreed upon tasks at the beginning of each semester.
- We also expect GAs to provide supervisors necessary contact information (i.e., cell numbers) and let employers know when they cannot come to work.
- We want GAs to report to work at expected times, complete assignments in a timely fashion, and ask for help when needed.
- We encourage GAs to review all policies of NMSU.
- We expect GAs to maintain their academic status as students.
- We want GAs to engage in open discussions with their faculty, especially in situations when they believe they are spending more than 20 hours per week on their work assignments.
- We encourage GAs to complete mandatory training, as applicable and take advantage of professional development workshops offered by NMSU.
- We expect GAs to have a right to understand the disciplinary action and grievance procedure as outlined by the CBA (see sections X and XI below).

(4) Departments, Research Centers, and Service Units

GAs that are funded by the General Fund of the state of New Mexico should primarily be engaged in the educational mission of the university. They are expected to *work* for the assistantship. It is not a fellowship. Many of our graduate students are new to NMSU. As such, the Graduate School asks that hiring units, either academic departments or service units, provide the following services to GAs.

- Submit an Electronic Personnel Action Form in a timely manner before census date through the employment tab in their MyNMSU account.
- Offer an orientation for new student employees that includes content specific to the place of work (i.e., written office/department/lab policies and procedures).
- Provide GAs with an appointment letter as provided by the CBA.
- Provide contact and procedural information in the event of emergencies.
- Conduct regular oral andwritten performance evaluations to help GAs understand their strengths and areas for improvement.

- Evaluate the quality of teaching of GAs. This could include adding a section on an existing evaluation form or creating a separate form for GAs. It could also include participant observations in a classroom or lab.
- Develop other written guidelines that are specific to the GA appointment.

XI. Disciplinary Action (CBA, Article 11)

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 forty-eight (48) hours. Following the predetermination meeting, the bargaining unit member will be given written notice of any disciplinary action imposed.

C. It is the responsibility of bargaining unit members to share information regarding any predetermination meetings or disciplinary actions affecting the bargaining unit member with a Union steward if the member desires representation. If the bargaining unit member submits a Union steward representation form created by the University and provided to the Union for input, the University will include the Union Steward in communication regarding the disciplinary action. Failure to include the Union Steward in communication is not grievable.

D. 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.

E. 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.

XII. Grievance Procedure (CBA, Article 12)

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.

XIII. Health and Safety (CBA, Article 13)

The University shall provide a safe working environment that complies with State and Federal laws. Bargaining unit members are required to comply with all safety laws, policies, procedures,

rules, and regulations. Bargaining unit members shall notify the bargaining unit member's immediate supervisor in writing of any safety or health concerns. The bargaining unit member may copy the department head on the notification to the immediate supervisor. If the Union determines a safety issue exists that has not been resolved by the immediate supervisor/department head, a Union steward may request a labor management meeting to address the safety concerns.

XIV. Drug/Alcohol Testing (CBA, Article 14)

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