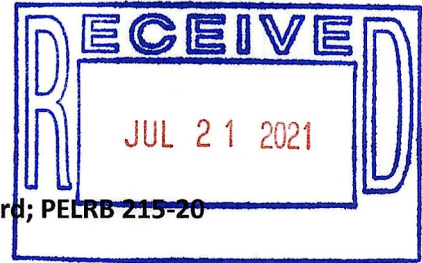


**Aztec Municipal Schools**  
**Building a Foundation for Success**  
Office of the Associate Superintendent of Talent Management  
1118 W Aztec Blvd | Aztec, NM 87410  
(505)334-9474 | (505) 334-9861

July 19, 2021

State of New Mexico Public Employee Labor Relations Board  
2929 Coors Blvd. NW Suite 303  
Albuquerque, NM 87120  
Attn: Thomas Griego, Executive Director



**Re: Aztec Municipal School District Labor Management Relations Board; PELRB 215-20**

Dear Mr. Griego,

We received your letter dated July 8, 2021 requesting that we notify you of any cases pending before the former local Board. We do not have any cases pending currently.

In addition, enclosed you will find a current copy of the certification for our current bargaining unit.

Sincerely,

Jonathan Acrey

Associate Superintendent of Talent Management

Aztec Municipal School District.

cc: Mr. Kevin Summers, Superintendent

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**AZTEC MUNICIPAL SCHOOLS**

**AND**

**AZTEC EDUCATION ASSOCIATION**

**Effective \_\_\_June 14\_\_\_, 2018 – June 30, 2020**

<b>ARTICLE 1.</b>	<b>PURPOSE</b>	<b>4</b>
<b>ARTICLE 2.</b>	<b>ASSOCIATION RECOGNITION</b>	<b>4</b>
<b>ARTICLE 3.</b>	<b>NON-DISCRIMINATION</b>	<b>4</b>
<b>ARTICLE 4.</b>	<b>MANAGEMENT RIGHTS</b>	<b>4</b>
<b>ARTICLE 5.</b>	<b>ASSOCIATION RIGHTS</b>	<b>5</b>
<b>ARTICLE 6.</b>	<b>DUES DEDUCTIONS</b>	<b>7</b>
<b>ARTICLE 7.</b>	<b>NO STRIKE/NO LOCKOUT PROVISION</b>	<b>7</b>
<b>ARTICLE 8.</b>	<b>WORK DAYS AND WORK HOURS</b>	<b>7</b>
<b>ARTICLE 9.</b>	<b>VACANCIES, TRANSFERS, AND REASSIGNMENTS</b>	<b>8</b>
<b>ARTICLE 10.</b>	<b>REDUCTION IN FORCE</b>	<b>9</b>
<b>ARTICLE 11.</b>	<b>LEAVES</b> <b>ERROR! BOOKMARK NOT DEFINED.</b>	
<b>ARTICLE 12.</b>	<b>NON-SCHOOL EMPLOYMENT</b>	<b>10</b>
<b>ARTICLE 13.</b>	<b>EVALUATIONS</b>	<b>14</b>
<b>ARTICLE 14.</b>	<b>DISCIPLINE</b>	<b>14</b>
<b>ARTICLE 15.</b>	<b>GRIEVANCE AND ARBITRATION PROCEDURES</b>	<b>16</b>
<b>ARTICLE 16.</b>	<b>SAFETY</b>	<b>19</b>
<b>ARTICLE 17.</b>	<b>SAVINGS CLAUSE</b>	<b>19</b>
<b>ARTICLE 18.</b>	<b>PERSONNEL FILES</b>	<b>19</b>
<b>ARTICLE 19.</b>	<b>LABOR/MANAGEMENT RELATIONS</b>	<b>20</b>

<b>ARTICLE 20.</b>	<b>COMPENSATION</b> <b>ERROR! BOOKMARK NOT DEFINED.</b>	
<b>ARTICLE 21.</b>	<b>PAYROLL</b>	<b>20</b>
<b>ARTICLE 22</b>	<b>AGREEMENT COPIES</b>	<b>20</b>
<b>ARTICLE 23.</b>	<b>DURATION</b>	<b>21</b>
<b>ARTICLE 24.</b>	<b>AUTHORIZED SIGNATURES AND ATTEST</b>	<b>21</b>



**ARTICLE 1. PURPOSE**

THIS AGREEMENT is entered into between Aztec Municipal Schools, hereinafter referred to as "District", and Aztec Education Association, hereinafter referred to as the "Association", to provide terms and conditions of employment for all certified employees of the District as defined in the appropriate bargaining unit and certified by the Aztec Municipal Schools Labor Management Relations Board.

**ARTICLE 2. ASSOCIATION RECOGNITION**

In accordance with the Aztec Municipal Schools Labor Management Relations Resolution ("LMR Resolution"), the District hereby recognizes the Association as the exclusive representative of the certified bargaining unit employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment. The bargaining unit consists of all certified employees in the positions of Teacher, Diagnostician, Occupational Therapist, Physical Therapist, Social Worker, Counselor, School Psychologist, Teacher of Visually Impaired, Nurse, Librarian, Autism Specialist, Speech Pathologist, and Transition Specialist.

**ARTICLE 3. NON-DISCRIMINATION**

The District and the Association shall not discriminate against a bargaining unit employee on the basis of age, gender, race, national origin, religion, physical or mental disability, marital status, sexual orientation, veteran status, Association membership or non-membership, holding the position of an Association representative or officer, or for good faith participation in a grievance process.

**ARTICLE 4. MANAGEMENT RIGHTS**

A. The District 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 unless specifically limited by the provisions of this Agreement. Such rights include, but are not limited to, the following:

1. Direct and supervise all operations, facilities, schedules, functions, and work of its employees;
2. Hire, evaluate, transfer, assign, promote, retain, discipline, suspend, lay-off, discharge, or terminate employees;
3. Develop and revise position descriptions;
4. Determine the mission of the District, standards, and the nature of programs and services offered to students and stakeholders of the School District;
5. Determine staffing requirements and eliminate or increase positions;
6. Determine qualifications for employment;

7. Enter into contracts with individuals, agencies, or companies for services or materials;
8. To promulgate policies, rules, regulations, and directives, provided such are not in conflict with this Agreement; and
9. Take such action as may be necessary in time of emergency when such a situation is declared to exist by the School Board or the Superintendent.

The District will provide the Association President with a copy of any change to Board policy prior to its implementation and afford the Association the right to bargain over said policy change within twenty (20) working days.

## **ARTICLE 5. ASSOCIATION RIGHTS**

- A. The parties agree that the Association 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 instruction of students or delivery of services. In exercising those rights the following provisions shall apply:
  1. The Association may communicate with bargaining unit employees as follows:
    - a. The District will identify a 3' x 4' space in the mailroom at each school site for the Association to post Association material. If a site does not have a mailroom, the space will be designated in the teachers' lounge. The Association may request approval for additional bulletin boards in sites that have multiple mailrooms/lounges. Placing material on bulletin boards shall not occur during the employee's duty hours, but may occur during an employee's duty-free lunch.
    - b. The Association President and/or designated site representatives as identified in B., below, may request approval to place material in bargaining unit employees' mailboxes or to send such material by email. Approval is not necessary for emails concerning grievance issues or emails amongst Association officers/building representatives. The request must be in writing to the Principal and contain a copy of the material to be placed in the mailboxes or to be sent by email. If the Association President does not receive a response from the Principal within forty-eight (48) hours, the Association may proceed with distributing the material until a response is received. No materials shall be distributed to an employee who has registered in writing with the Principal or immediate supervisor an objection to receiving Association materials. Placing material in mailboxes or emailing bargaining unit employees shall not occur during the employees' duty hours.
    - c. Material will not be inflammatory, derogatory, or disparaging of any District employee or elected official, nor shall it contain political material.
    - d. Violation of the privileges set forth herein may result in loss of access to employee mailboxes and/or emails
  2. The Association shall not use the District's interoffice mailbox services for the dissemination of Association material, literature, or correspondence.

3. The Association shall not use District time, equipment, property, or materials for Association business, except as allowed by following the District's facilities' use request procedure. Facilities use requests may include such purposes as Association meetings and may include days in which the facilities are not being utilized for other purposes including, but not limited to, following the All District Staff Back to School meeting, except as follows:
  - a. The Association may have an informational table at the All District Staff Back to School luncheon by completing the facility use form for this event.
  - b. The Association shall not make statements or have material at the informational table that is inflammatory, derogatory, or disparaging of any District employee or elected official, nor political material/statements. The purpose of the Association and the informational table shall be to promote harmonious and cooperative relationships between the District and the Association.
  - c. The ability to have a table at the All District Staff Back to School luncheon is a privilege. Any violation of the provisions herein or action/inaction that has a negative impact on the District and/or its employees or elected officials, as determined by the District, will result in loss of the privilege.
3. The District shall make available to the Association upon its request any public information in accordance with applicable law by following the District's procedure for Inspection of Public Records Act. The Association may also request in writing, copies of public information relevant to and necessary for collective bargaining.
4. The District will make a copy of the School Board meeting agenda and any non-confidential attachments, including the prior meeting's minutes, accessible to the Association President no later than the day prior to a School Board meeting.
5. Grievance meetings (other than arbitration), conferences, and meetings (other than negotiations) with Association representatives shall occur outside of the duty day of bargaining unit employees involved. If the District requires the meeting during the duty day, bargaining unit employees may attend on paid time. Bargaining unit employees may utilize accrued leave to attend arbitrations and negotiations with the District.
6. The Association may provide bound or clipped copies of Association information to the District for placement in the new employee packets.
7. The Association may be granted up to four (4) days of professional leave to participate in NEA or NEA-NM trainings, conventions, and conferences which the District determines are beneficial to the District. The Association will pay for substitutes at the current substitute rate. The Association will attach a copy of the agenda for the training, convention, or conference to the leave request. Upon return from the leave, the employee will meet with the Principal and share the information obtained. The employee granted the leave may be required to share the information gained from the training, convention, or conference with District employees.
- B. The Association may designate a representative at each school site. The Association will notify the Superintendent of the site representatives no later than September 15<sup>th</sup> of each school year and immediately upon any change in representatives.
- C. Employees and the Association shall be entitled to all the rights and benefits specifically

delineated in this agreement. There shall be no implied or inferred rights to the Association or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

#### **ARTICLE 6. DUES DEDUCTIONS**

- A. The District will allow for the deduction of membership fees for AEA provided a minimum of twenty (20) bargaining unit employees sign up for such deductions.
- B. Membership in AEA is strictly voluntary. A bargaining unit employee may commence or terminate payroll dues deductions at any time with the District, however, the employee's membership dues are also subject to agreement provisions between the employee and AEA/NEA. The District will provide notice to the AEA Treasurer and/or NEA Regional Office of bargaining unit employees who terminate payroll dues deductions within five (5) business days of an employee's request.
- C. Any bargaining unit employee who is a member of AEA or who has applied for membership may sign and deliver to the District an authorization in writing to deduct membership dues in the Association. Any authorization, including those currently in effect, shall remain unless revoked by the employee in writing to the District's Payroll Office. The District will be notified in writing of the Association dues that are set by July 1<sup>st</sup> for the upcoming school year. No changes to the deduction amounts will occur after that date. The District will deduct membership dues and will not deduct any other fees, fines, or assessments of any kind.
- D. Dues deductions will occur in semi-monthly installments. The District will remit the deductions to AEA monthly.
- E. Deductions will commence no later than two (2) pay periods after the District's Payroll Office received written authorization from the employee.
- F. The Union shall indemnify, pay for the defense of, and save the District 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 District for the purpose of complying with this Section.

#### **ARTICLE 7. NOSTRIKE/NO LOCKOUT PROVISION**

- A. Neither the Association nor any member of the bargaining unit shall engage in a strike. The Association shall not cause, instigate, encourage, or support a strike, walkout or slowdown.
- B. The District shall not cause, instigate, or engage in any lockout of bargaining unit employees.

#### **ARTICLE 8. WORK DAYS AND WORK HOURS**

- A. The District will determine the number of workdays and school calendar to meet the requirements set by law. The school calendar will identify the instructional and



- inservice/professional development days. Subject to PED requirements, the District will continue to gather input from bargaining unit employees with regard to the school calendar.
- B. All bargaining unit employees are required to attend their site specific activities such as, but not limited to, graduation, Open Houses, Parent Nights, Parent-Teacher conferences, staff meetings, inservice, professional development, and other duly required meetings as applicable. Failure to attend or being absent without prior written approval from the Principal, may result in disciplinary action. "Shared staff" may not be able to attend all meetings and will keep their supervisors informed of their schedules.
  - C. Volunteers will be sought to sponsor clubs, classes, etc. The parties recognize co-curricular and extra-curricular activities are expected of all teachers. If no employee volunteers, the District reserves the right to assign an employee.
  - D. It is recognized that certified staff are salaried employees under the Fair Labor Standards Act and can be required to perform duties beyond the normal workday with no additional compensation.
  - E. Principals will provide written notice of regular scheduled staff meetings, to include the date and time, at the beginning of the school year. The Principal reserves the right to cancel a regular scheduled staff meeting or schedule additional meetings.
  - F. Certified employees must provide and maintain relevant lesson plans for instruction and classroom management according to the timelines and procedures set forth by the Principal or designee.
  - G. All certified employees will be provided at least a thirty (30) minute duty-free, uninterrupted lunch period.
  - H. Preliminary teaching and room assignments for the following school year will be made at each site by the administration before the end of the current school year. Administration will consider input from bargaining unit employees on such assignments. The parties recognize the preliminary assignments are subject to change.
  - I. The Association may request to review the forty-day count compiled by the District.
  - J. The Association, upon written request, will be provided a copy of any waiver for class loads.
  - K. Normally employees will be provided with a minimum of twenty-five (25) minutes of prep/planning time daily. Employees shall remain on site during such time unless approval has been granted by the site supervisor or designee for prep/planning activities. Concerns regarding the lack of prep time may be brought on an individual basis to the Principal or as a group issue by the Association President to the Superintendent or designee.
  - L. When substitutes are unavailable, the District will request volunteers to substitute for another employee before requiring an employee to substitute.

## **ARTICLE 9. VACANCIES, TRANSFERS, AND REASSIGNMENTS**

- A. **VOLUNTARY TRANSFERS**
  - 1. Employee transfers are allowed at the end of each semester for posted positions. Exceptions to the semester requirement may be granted upon approval by the supervisors involved.

2. An employee desiring a transfer shall complete all information on the "Request for Transfer" form, sign the request, obtain the signature of his/her supervisor and submit the form to the Deputy Superintendent.
  3. The Deputy Superintendent will forward all transfer requests to supervisors for posted positions at their work sites. A qualified employee requesting a transfer shall be considered for an interview for the posted position.
  4. District "Request for Transfer" forms will be available on the District intranet. Employees must complete a separate "Request for Transfer" form for each posted position in which they are interested.
  5. The employee may submit written withdrawal of the "Request for Transfer" by submitting a written request to the Deputy Superintendent.
  6. Employees interviewed will be notified in writing by the Deputy Superintendent indicating the position has been filled.
- B. INVOLUNTARY TRANSFERS
1. The District retains the right of assignment which includes the right of involuntary transfer.
  2. The District will provide written notice to an employee selected for involuntary transfer.
- C. VACANCIES
1. A vacancy exists when the District has completed all transfers and assignments/reassignments and a position remains for which the District decides to fill. District employees will be considered before outside applicants are considered.
  2. Employees who wish to be considered for vacancies may submit a letter of interest to the Deputy Superintendent within any time limit identified in the posting. This letter of interest shall serve as an application.
  3. When a vacancy occurs, the District will post the notice at all worksites where postings are normally located and will be published on the District's website.
  4. Vacancy postings will contain specific identification of the vacant position and the worksite where the vacancy exists. Job descriptions are available upon written request, until such time as the job descriptions are available on the intranet.

**ARTICLE 10. REDUCTION IN FORCE**

- A. A reduction in force of bargaining unit employees normally may occur in situations such as:
1. Decrease in student enrollment or reduced student demand for or participation in programs or activities;
  2. Decrease in revenue:
    - a. because of decrease of student enrollment;
    - b. because of loss or reduction of tax revenues;
    - c. because of reduction of state, local, or federal financial support; or
    - d. because of inflation reducing the value of revenues received or significantly increasing costs of operation;
  3. Change in the educational program of the District;
  4. Consolidation or de-consolidation involving the District;
  5. Court orders;

6. Orders of the Secretary of Education;
  7. Legislative mandates;
  8. Unanticipated financial emergencies identified by the Superintendent which warrant initiation of a RIF process.
- B. In the event the Superintendent deems it necessary to initiate a reduction in force (RIF) that will affect bargaining unit employees, the Superintendent will develop a plan and proceed as follows:
1. The Superintendent shall determine the number of positions to be affected by the RIF.
  2. Prior to initiating the RIF, the Superintendent will attempt to absorb the necessary reductions through attrition and/or transfers.
  3. The expected date of the RIF will be determined.
  4. The Superintendent will identify the options that have been considered to preserve academic programs.
  5. The Superintendent will request volunteers for separation of employment.
  6. If attrition does not meet the necessary reductions, the following will be applied in implementation of the RIF:
    - a. Qualifications, licensure, endorsements, and certifications of staff members to accomplish the District's mission;
    - b. Overall teaching experience and evaluations;
    - c. Academic trainings and ability;
    - d. All other things being equal, seniority.
- C. The Superintendent will provide a copy of the plan to the Association President.
- D. **RECALL:** For a period of one (1) year after the effective date of the RIF, the Superintendent shall offer a recall if any position becomes available for which such employee is licensed and qualified. The recall shall be offered in reverse order of layoff. Employees desiring recall rights must maintain proper notification/address information with the District.
- E. **NOTIFICATION OF RECALL:** Any person selected for recall will receive notification by certified mail, return receipt requested, at the address provided to the Superintendent's office. Written acceptance of the position must be received in the Superintendent's office within five (5) working days after receipt of recall notification.

## **ARTICLE 11. LEAVES**

### **A. ABSENT WITHOUT LEAVE**

1. An employee shall be deemed "absent without leave" when absent from work because of:
  - a. A reason that conforms to a policy currently in effect, but the maximum days provided for in that policy will be exceeded;
  - b. A reason that does not conform to any policy currently in effect; or
  - c. Failure to report to work without prior notification to the Principal/supervisor or designee in accordance with the site's plan.
2. In no case shall an employee be compensated for time lost due to being absent without leave.

3. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.

B. GENERAL LEAVE PROVISIONS

1. The following items apply to all leave provisions herein:
  - a. Except in emergency circumstances as determined by the Superintendent, all types of leave for bargaining unit employees will be granted only with a licensed physician's excuse, jury summons, or Court or Board-issued subpoena on:
    - 1) Days before or after a school holiday or school vacation except as provided in subsection B (2) herein
    - 2) Student test administration days
    - 3) Professional or staff development days
    - 4) Early release days, except as approved by the Principal
    - 5) The first and last days of the school year
    - 6) Parent-teacher conference days
2. An employee may request approval from the Principal/supervisor and the Superintendent or designee to be absent from work, with leave or without leave (when leave days are exhausted resulting in docked pay), on the day before or after a school holiday or school vacation, or on an early release day for a special occasion that cannot be rescheduled (for example, but not limited to, a child's wedding, funeral). The employee must present documentation deemed sufficient by the Superintendent for such activity. Special occasion leave will be submitted in writing utilizing the required form.
3. Supervisors reserve the right to require documentation from a licensed physician when the employee is absent three (3) or more consecutive days or when frequent intermittent sick leave is used, or a pattern of leave abuse is exhibited.
4. Leave days are credited to full-time and part-time employees at the beginning of their contract year according to the length of their contract. These days are contingent upon the completion of the entire contract year. Employees who work only part of their contracted time will receive a pro-rated number of leave days based upon the number of days worked in a fiscal year. Should an employee separate from the district prior to the end of a contract, leave used and not earned will result in an appropriate deduction from the employee's final paycheck.
5. Unused leave days will be added to an employee's accumulated sick leave days at the end of each contract year.
6. All leave days will be computed to the nearest higher quarter (1/4) day for each absence.
7. All leave must be verified, in writing, on the absence report available from the principal or supervisor.
8. No leave is transferable from one staff member to another.
9. Immediate family is defined as the employee's mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister,



stepsister, sister-in-law, grandparent, legal guardian, foster child, grandchild of the employee, or the employee's spouse, or any other relative living in the employee's home.

10. Maternity leave, paternity leave, and all other extended leave will be handled under the guidelines of the Family and Medical Leave Act (FMLA) and will count as part of an employee's FMLA rights.
11. The Superintendent shall have the option to waive one (1) or more parts of this policy upon written request in the event of extraordinary circumstances.
12. The Superintendent shall consider the abuse of any leave provision or policy as insubordination.

C. SICK LEAVE

1. All unused leave will be carried forward as sick leave and the sick leave shall accumulate indefinitely.
2. Sick leave for District personnel is a designated amount of compensated leave that is carried forward from leave to be used after leave is exhausted by a bargaining unit employee who, through personal or family illness, injury, or quarantine is unable to perform the duties assigned. Sick leave shall not exceed five (5) days, unless an approval is granted by the Superintendent or designee.
3. Sick leave is only for the purpose of recuperative activities, e.g. obtaining medical care or treatment, procuring medication or other prescribed materials, convalescing at home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner (with verification required if requested by the Superintendent or designee). The District may, at the District's expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine: 1) whether or not the continued use of sick leave is appropriate; or 2) whether return to duty is appropriate.
4. When a staff member exhausts all days of leave and accumulated sick leave, an unpaid leave of absence must be requested pursuant to District policy.
5. Sick leave may be used for childbirth during the time the physician verifies that the employee is physically unable to perform her normal duties. If the employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested in accordance with District FMLA policy and law.
6. Upon request, a bargaining unit employee shall inform the Superintendent of the following:
  - a. Purpose for which sick leave is being taken
  - b. Expected date of return from sick leave
  - c. Where the employee may be contacted during the leave
7. Any employee who can be shown to have willfully violated or misused the District's sick leave provisions or policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or discharge/termination.

D. PERSONAL/EMERGENCY/RELIGIOUS LEAVE

1. Leave for bargaining unit employees is a designated amount of compensated leave that is to be granted to an employee.

2. Eligible full-time and part-time (on a pro-rated basis) employees accrue paid leave days at the following rate:

Length of Employment	Contract Leave Days
169-190 days	10 days
191-220 days	11 days
221+ days	12 days

3. This policy takes the place of a more conventional "sick leave" policy which allows time off only if the employee is sick. The District believes this policy will give employees more flexibility in their personal lives and will allow for better planning between employees and supervisors.
4. Every eligible bargaining unit employee is credited with leave days to be used for any combination of illness, doctor's appointments, family business, childcare, or any other personal needs. Whenever an eligible employee is away from work for any reasons, the time missed will be charged to the employee's accrued leave time.
5. Bargaining unit employees will use professionalism, maturity, and good judgment in taking these days for reasons other than illness. It is suggested that leave days be taken at times when the employee's workload allows it, so that the employee's absence will not be a burden on co-workers or cause problems for District, students or parents. Employees shall schedule these days off in advance with their Principal/Supervisor. Responsible use of employee time will be a factor in every employee's summative evaluation.
6. Part-time employees will receive a pro-rated number of leave days. For example, if an employee works half (1/2) time, the employee will receive half (1/2) the number of appropriate leave days.
- E. **ACCUMULATED LEAVE:** All unused leave will be accumulated as sick leave and carried over from year to year. Employees will be required to use the current contract year's leave first before using accumulated sick leave. The accumulated leave may be used as sick leave only.
- F. **INCENTIVE FOR OUTSTANDING ATTENDANCE:** The District would like to reward annual outstanding attendance with the District. Employees who have accumulated leave in the following increments will be eligible for additional leave time each year. This additional leave time will be added at the beginning of the contract year. These leave days can be used as leave during the contract year and will accumulate as sick leave at the conclusion of the contract year.

Accumulated Leave	Additional Leave Days
20-40 days	1 day
41-60 days	2 days
61-90 days	3 days
91+ days	4 days

- G. **LONGEVITY INCENTIVE:** Effective September 1, 2015, all employees who have ten (10) years of service with the District and seventy-five (75) or more accumulated sick/leave days when they resign or retire from the District will receive twenty-five dollars (\$25.00)

for every unused sick/leave day, up to a maximum of one hundred fifty (150) days, and ten dollars (\$10.00) for every unused sick/leave day, over one hundred fifty (150) days, up to a maximum of two hundred (200) days.

- H. Any employee who can be shown to have willfully violated or misused the District's leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

## **ARTICLE 12. NON-SCHOOL EMPLOYMENT**

- A. An employee's position in the District shall be given precedence over any outside work or self-employment. Employees are free to carry on outside work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employee's performance or District-assigned duties.
- B. The outside work or self-employment by a staff member is of concern to the District insofar as it may:
1. Prevent the employee from performing assigned responsibilities in an effective manner;
  2. Be prejudicial to proper effectiveness in the position or compromise the District; or
  3. Raise a question or conflict of interest, for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during District working hours or during the additional time needed to fulfill responsibilities of their District's position. Employees who violate this policy are subject to reprimand, suspension, or discharge/termination.

## **ARTICLE 13. EVALUATIONS**

Evaluations of bargaining unit employees will comply with state law and New Mexico Public Education Department regulations. The District will place a link on its intranet and District website to the New Mexico Statute and Public Education Department's regulations and evaluation as well as a copy of the District's Evaluation Plan. When the Principal completes an evaluation form, a copy will be provided to the employee. An employee may submit a written response to be attached to an evaluation form.

## **ARTICLE 14. DISCIPLINE**

- A. Disciplinary actions will be based on just cause for tenured employees. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, sex, sexual orientation, physical or



- mental disability or serious medical condition, or Association membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act.
- B. Disciplinary actions involving discharge and termination will be handled in accordance with New Mexico statutes.
  - C. Administrators will make an effort to discuss concerns with a bargaining unit employee in private and not in the presence of students, parents, or members of the public. However, this shall not prohibit an Administrator from immediately bringing an issue to an employee's attention.
  - D. Bargaining unit employees may be placed on paid administrative leave by an Administrator. An employee will be given written notice of the reason(s) for administrative leave. If an employee is required to provide lesson plans, the employee will be allowed access to the employee's classroom at a time designated by the Principal.
  - E. The District has the right to have a confidential investigation conducted. The employee will be informed in writing of the concern/allegation(s) being investigated and date and time for the investigative interview. If an investigation continues for more than thirty (30) calendar days, the employee or Association representative may request and be provided a status report on the investigation.
    - 1. Bargaining unit employees may have an AEA representative present during an investigative interview of the employee, to observe the investigation. The AEA representative may ask for clarification of questions or request a brief caucus with the employee, but may not impede the investigation in any way. If an employee requests to be accompanied by an AEA representative, the unavailability of a representative will not delay an investigative interview for more than twenty-four (24) hours.
    - 2. The investigative interview is the employee's opportunity to respond and is not an evidentiary hearing. If an investigation does not substantiate the allegation, the investigative documents will not be placed in the employee's personnel file. The employee may request a written disposition of the investigation. The employee will receive any applicable pay and benefits adjustments that occur while on administrative leave.
    - 3. An employee may request, in writing, the status of an investigation that last more than thirty (30) calendar days.
  - F. Prior to implementing disciplinary action, an employee will be provided written charges against the employee and at least twenty-four (24) hours' notice of a predetermination meeting. The purpose of the predetermination meeting is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing. An Association representative may accompany an employee during the predetermination meeting. The unavailability of an Association representative shall not delay the predetermination meeting more than twenty-four (24) hours. Following the predetermination meeting, the employee will be given written notice of any disciplinary action imposed.
  - G. An employee shall be progressively disciplined when appropriate, as determined by the District. Each case of disciplinary action shall be judged individually. The step of corrective action used will depend on the severity of the infraction and the employee's previous work/disciplinary record or circumstances involving legal, safety, or



psychological ramifications. Under certain circumstances, suspension without pay or discharge/termination may be the appropriate initial disciplinary action.

- H. Administrators/supervisors may verbally counsel or warn an employee about unacceptable behavior and/or performance prior to issuing written disciplinary action(s).
- I. Disciplinary actions include written reprimands (including letters of direction), suspensions, and discharge/termination. An employee may attach a written response to any disciplinary action documented in the employee's personnel file.
- J. Copies of any documented disciplinary action shall be furnished to the Office of the Deputy Superintendent for placement in the employee's file with the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document. Disciplinary actions shall remain in the employee's official personnel file.

## **ARTICLE 15. GRIEVANCE AND ARBITRATION PROCEDURES**

- 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. The Association and/or the individual bargaining unit employee may utilize the grievance procedures set forth in this Article to resolve disputes as defined under "grievance", below.
- B. A "grievance" is defined as an alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Agreement, School Board policy, administrative rules, regulations, or procedures or an allegation of discrimination. The term grievance and the procedure relevant thereto shall not be deemed applicable in the following instances:
  - 1. in matters where a method or review is mandated by law or by any rule, regulation, or resolution of the District;
  - 2. In matters where the District is without authority to act;
  - 3. Evaluations, growth plans, and/or development plans; and
  - 4. Investigations, however, failure to follow the investigation process is grievable.
  - 5. Discharges and terminations inasmuch as these issues may only be addressed under state law.
- C. A "grievant" is a bargaining unit employee or group of employees making a claim.
- D. "Days" shall mean workdays (Monday through Friday) and shall not include holidays or time when the District Administrative Offices are closed.
- E. A written grievance must contain a statement of the grievance, the name of the 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, School Board policy, administrative rule, regulation, or procedure allegedly violated, and the specific remedy being sought. A remedy statement of only "to be made whole" shall not constitute sufficient notice of the remedy being sought by the grievant. Grievances will be submitted on the Grievance Form to be available on the intranet, as Appendix A to this agreement.
- F. Failure to submit a grievance in writing to the immediate supervisor/principal within ten (10) days following the date the employee knew or should have known of the act or the condition which gave rise to 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 as 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. A grievance filed on behalf of the entire bargaining unit may be filed directly at Step Two.

- G. An original grievance shall be filed at each Step and shall be dated upon delivery to the Immediate Supervisor and Superintendent. A copy of the date stamped grievance will be made and returned to the grievant. The bargaining unit employee is responsible for providing a copy to the Association.
- H. Should the District fail to respond to a grievance within the time limits expressed herein, the Association/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the District had timely responded.
- I. The Grievant may be accompanied by an Association Representative at any stage of the grievance procedure, however, all grievance responses will be directed to the attention of the Grievant. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. If a bargaining unit employee files individually, the employee will file a copy of the grievance with the Association President. In addition, the Association President or designee will have the right to be present and makes its views known at any meeting or hearing of a grievance brought by an individual employee.
- J. Either party may retain one (1) person designated by the Superintendent or Association President to be its respective representative, in addition to the grievant and District Administrator, at any level of the grievance and arbitration process.
- K. Leave to attend grievance meetings or arbitration will be handled in accordance with Article 5. Association Rights.
- L. All documents, communications, and records dealing with grievances shall be maintained in a file separate from the employee's personnel file. Grievance resolutions agreed to by the parties to a grievance may be placed in the employee's file.
- M. The District and Association/grievant agree to maintain the confidentiality of all grievance documents and proceedings. This in no way shall prohibit the District or Association/grievant in the exercise of their legal rights including, but not limited to, interviewing of possible witnesses.
- N. The Association and District will notify the other party in writing if legal counsel will be present at a grievance meeting under this procedure at least forty-eight (48) hours prior to a scheduled meeting.
- O. Adverse action will not be taken by either party against an individual solely for participating in the grievance procedure.
- P. Grievances shall be presented as outlined below:

Informal Step – A bargaining unit employee who believes that he/she may have a grievance, shall meet with the employee's Principal/Supervisor 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 employee may file the written grievance at Step One.

Step One – A bargaining unit employee shall file a written grievance with the employee's Principal/Supervisor within the time limit described in F. above. At the time of hand-delivery of the grievance, the employee or Association Representative



shall schedule a grievance meeting with the Principal/Supervisor or designee. A grievance may be filed by email and will be considered filed on the date of the email provided the grievant or Association Representative meets with the Principal/Supervisor or designee in person the following school day to schedule the meeting. The meeting with the Principal/Supervisor should be held within five (5) days of the filing of the grievance. The Principal/Supervisor will provide a written response to the grievance within five (5) days following the meeting to discuss the grievance. If the matter is not resolved to the satisfaction of the employee within five (5) days of the date of the Principal/Supervisor's response, the employee may file a written grievance at Step Two.

Step Two – Within five (5) days of the date of the decision of the Principal/Supervisor at Step One, the written grievance must be filed with the Superintendent. At the time of hand-delivery of the grievance, the employee or Association Representative shall schedule a grievance meeting with the Superintendent or designee. A grievance may be filed by email and will be considered filed on the date of the email provided the grievant or Association Representative meets with the Superintendent or designee in person the following school day to schedule the meeting. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Superintendent or designee will provide a written response to the grievance within five (5) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Association Representative a satisfactory settlement is not obtained within fifteen (15) days of the date of the Superintendent or designee's response, the employee or Association Representative may file a written request for arbitration.

Arbitration Step - 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 Superintendent within fifteen (15) days of receipt of the Superintendent or 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). The request to FMCS shall demand a panel of seven (7) arbitrators from the region including New Mexico. 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 determined by the flip of a coin. The Grievant will notify FMCS and the Arbitrator of his/her selection within seven (7) days of the striking of the arbitration panel. The Arbitrator shall conduct a hearing as soon as possible following the submission of the written demand for arbitration. The Arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement. The Arbitrator shall prepare and submit a written decision to the parties, which shall include the decision, rationale, and if appropriate, relief, within thirty (30) calendar days after the close of the hearing. The decision of the Arbitrator is final and binding on the parties, subject to appeal as set for in

the Uniform Arbitration Act. The costs of the Arbitrator, Arbitrator's transcripts, and fees charged by the Arbitrator, or for the arbitration location, shall be shared equally by the parties. Each party will pay the expenses for its own witnesses and transcription. If the Arbitrator requests a Court reporter and/or transcript, the parties will share the expense.

#### **ARTICLE 16. SAFETY**

For the safety of the employees and students of the District and in order to comply with statutory requirements for supervision of students, all bargaining unit employees will complete the sign-in/sign-out sheets at each school site upon arrival at the site and departure from the site. In addition, any bargaining unit employee who is sponsoring a field trip or other event that requires students to travel, will accompany the students on the school bus to and from the activity.

#### **ARTICLE 17. SAVINGS CLAUSE**

In the event that any provision of this Agreement is held invalid by a court or agency of competent jurisdiction, or the parties agree that a law newly enacted by the New Mexico Legislature invalidates a provision of this Agreement, such invalidation shall apply only to the particular provision held invalid and have no effect to the remaining provisions of this Agreement. The provision determined to be contrary to law may be re-negotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known by actual notice to a party or by discussion between the parties, that the provision was contrary to law.

#### **ARTICLE 18. PERSONNEL FILES**

- A. An employee's official personnel file shall be maintained at the District's Human Resources office.
- B. An employee will have the right, upon written request, to review the contents of his/her personnel file, except pre-employment references or references directly related to internal promotions, after scheduling an appointment for such purpose with the District's Human Resources office. Except in extenuating circumstances, such appointment shall take place within five (5) workdays after the employee's request.
- C. The employee may be accompanied by an individual while reviewing his/her file. A designated District official shall be present during the file review.
- D. The employee may request in writing a single copy of any document in the employee's personnel file or a single copy of the entire personnel file. An employee may request additional copies of a document and will pay for such copies at the rate charged under the Inspection of Public Records Act.
- E. No material derogatory to an employee's conduct, performance, or character will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will have the right to submit a written response to such material and have it attached to the file copy.



**ARTICLE 19. LABOR/MANAGEMENT RELATIONS**

The Superintendent or Association President may contact each other to request a meeting to discuss concerns or issues identified by either party during the term of this Agreement.

**ARTICLE 20. COMPENSATION**

- A. For School Year 2018/2019, the bargaining unit employees will be given increases in accordance with State law and the State Appropriations Act as set forth in the School Board approved salary schedules. In the event state and/or federal funding sources require a budget cut or increase during the 2018/2019 school year which will result in an increase or decrease in salaries and/or benefits, either party may give notice to the other party of the reopening of negotiations to negotiate those increases or decreases in salaries and/or benefits for the bargaining unit employees. If negotiations occur, such negotiations must commence and be completed within ten (10) business days of notification of negotiations. The District will share information with the AEA regarding its proposal on how to effectuate the increase or decrease. If an agreement is not reached within the ten (10) days, the parties agree to an expedited mediation period of ten (10) working days and expedited arbitration under the Federal Mediation and Conciliation Service (FMCS) procedures.
- B. Experience for placement on the salary schedule for new employees will be based upon full years of experience (defined as ninety (90) days or more). Verified experience must be submitted within thirty (30) days of employment or by October 1<sup>st</sup> for returning employees. Credit will be given for years of experience as a certified employee with an accredited public/private school, college, or university by a recognized accreditation agency. Additional training/degrees earned relevant to placement on the salary schedule will be applied provided the employee has had official transcripts submitted to the Deputy Superintendent no later than October 1<sup>st</sup>.

**ARTICLE 21. PAYROLL**

All bargaining unit employees will have pay divided into twenty-four (24) installments with the first payment for School Year 2015/2016 to be made no later than August 21<sup>st</sup>. Pay days will be on the 6<sup>th</sup> and 21<sup>st</sup> of each month through the end of the school year contract. The final installment will be distributed on June 30<sup>th</sup>. If the 6<sup>th</sup> or 21<sup>st</sup> day of the month falls on a weekend or a holiday, payment will be made on the previous business day.

**ARTICLE 22 AGREEMENT COPIES**

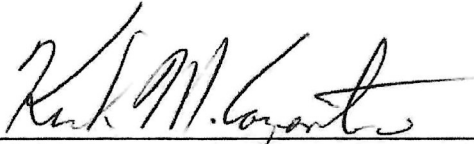
The District will publish the Agreement on the District's intranet system and website within fifteen (15) work days of the ratification and signature of the Agreement.

**ARTICLE 23. DURATION**

This Agreement will become effective upon ratification and signature of the parties and will continue in full force and effect until June 30, 2020. Either party may request to reopen negotiations on Article 20, Compensation, and up to two (2) other items each by providing written notice to the other party no earlier than February 15, and no later than March 15 of 2019. A party wishing to negotiate a successor agreement will file written notice on the other party no earlier than February 15, 2020, and no later than March 15, 2020. Should the parties fail to reach and ratify a successor agreement by 11:59 PM on June 30, 2020, the provisions of the Agreement will continue to apply until agreement and ratification occur.

**ARTICLE 24. AUTHORIZED SIGNATURES AND ATTEST**

IN WITNESS WHEREOF, the parties have executed this Agreement on this 14<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
Kirk M. Carpenter, Superintendent

9/05/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Becky Hotal, AEA Resident

09/05/18  
\_\_\_\_\_  
Date