



**Agreement Between
Carlsbad Municipal
Schools**

And

**Carlsbad Federation of United
School Employees**

2023-2024

*"Advocates for Quality
Public Education"*

Table of Contents

Article 1: AGREEMENT.....	3
Article 2: RECOGNITION.....	3
Article 3: NEGOTIATIONS PROCEDURES.....	3
Article 4: AGREEMENT CONTROL.....	4
Article 5: DURATION OF AGREEMENT.....	4
Article 6: MAINTENANCE OF STANDARDS.....	4
Article 7: ADVERSE CHANGE.....	5
Article 8: COMMITTEES.....	5
Article 9: AGREEMENT COPIES.....	5
Article 10: DEFINITIONS.....	5
Article 11: NONDISCRIMINATION.....	6
Article 12: EMPLOYEE RIGHTS.....	6
Article 13: MANAGEMENT RIGHTS.....	7
Article 14: FEDERATION RIGHTS.....	7
Article 15: WORKDAY.....	9
Article 16: WORKYEAR.....	10
Article 17: SENIORITY.....	11
Article 18: VACANCIES.....	11
Article 19: ASSIGNMENTS.....	13
Article 20: NON-INSTRUCTIONAL DUTIES.....	13
Article 21: RE-ASSIGNMENT AND TRANSFER.....	14
Article 22: REDUCTION IN FORCE.....	15
Article 23: REEMPLOYMENT.....	17
Article 24: TERMINATION.....	17
Article 25: PERSONNEL FILES.....	17
Article 26: EMPLOYEE EVALUATION.....	18
Article 27: UNCORRECTED AND/OR UNSATISFACTORY WORK PERFORMANCE.....	18
Article 28: EMPLOYEE INVESTIGATIONS.....	19
Article 29: EMPLOYEE PARTICIPATION IN EVALUATION OF ADMINISTRATORS.....	20
Article 30: STAFF PROTECTION / BATTERY OF EMPLOYEE.....	20
Article 31: PRIVATIZATION / SUBCONTRACTING.....	22
Article 32: PROFESSIONAL DEVELOPMENT/DISTRICT IN-SERVICE.....	22
Article 33: CAREER LADDER.....	23
Article 34: FACILITIES AND EQUIPMENT.....	23
Article 35: HEALTH AND SAFETY.....	23
Article 36: FOOD SERVICE STANDARDS.....	24
Article 37: EMPLOYEE ABSENCE / SUBSTITUTES.....	24
Article 38: LEAVE.....	25
Article 38-A: SICK LEAVE BANK.....	30
Article 39 SALARY PROCEDURES.....	31
Article 40: INSURANCE BENEFITS.....	33
Article 41: GRIEVANCE PROCEDURE.....	34
Article 42: ARBITRATION.....	36
Article 43: SIGNATURES.....	38
Appendix A: CLASSIFIED EMPLOYEE'S RIGHT OF REPRESENTATION FORM.....	39
Appendix B: WAGE RATES.....	40

Article 1: AGREEMENT

The original Agreement was made and entered into at Carlsbad, New Mexico, between the Board of Education of Carlsbad Municipal Schools, Eddy County, State of New Mexico (hereinafter referred to as the Board) and Carlsbad Federation of United School Employees (hereinafter referred to as the Federation) this 19th day of December 1995.

Article 2: RECOGNITION

1. The Board/Superintendent, hereby recognizes that the Federation has the sole and exclusive right to represent the following employees as their Exclusive Bargaining Agent by election in accordance with the New Mexico Public Employees Bargaining Act.
 - 1.1 Instructional Assistants, Nurse Assistants, and Library Assistants.
 - 1.2 Food Service Manager, Cooks, Head Cooks, Cook's Assistants, Food Service Cashiers, Food Service Delivery Personnel/Drivers, and all other Food Service Employees except Supervisors and Secretaries.
 - 1.3 Security Guards.

Article 3: NEGOTIATIONS PROCEDURES

1. Negotiations for a successor agreement will be initiated at the end of the State Legislative Session, but prior to any budget submission to the State by Carlsbad Municipal Schools.
2. Negotiations will be conducted in closed sessions.
3. Details of negotiations meetings will be kept confidential. Either team may report progress to the parties they represent on those items on which Tentative Agreement has been reached.
4. Neither party will speak to the Media about Negotiations. Upon mutual agreement, both parties may release a joint written press release to be signed by the Spokesperson from each team.
5. Each party will have a negotiating team of not more than five members. Either party may add a temporary member if the temporary member has particular experience or expertise to add to the issue being negotiated.
6. Each party will designate a spokesperson to speak for the whole team during Negotiation meetings. This in no way is meant to preclude other members of either team from participating in discussion of any issue being negotiated.
7. During negotiations, the parties will meet at mutually acceptable times and places for negotiations. The parties will negotiate in good faith until an agreement is reached.
8. Opener issues will be limited to pay, benefits, and two (2) non-economic issues on each side, as well as any mutually agreed upon issues. There shall be no other negotiations during the term of this agreement without the written mutual agreement of the parties.
9. Upon request of either party, all information, data, documentation and budget information relevant to any issue under discussion will be shared by the parties.
10. All agreements reached by the parties shall be initialed as tentative agreements. Unless otherwise agreed to by the parties, tentative agreements will not become effective until the entire negotiations package has been ratified by the parties.

11. If the parties have not reached settlement on a successor agreement before this Agreement terminates, the Agreement will continue as long as both parties agree in writing, until it is replaced by a subsequent written agreement; however, this shall not require the District to increase any employee's level, steps or grades of compensation contained in the existing contract.
12. If negotiation meetings are scheduled during employee work hours, the District will assume the cost of employee salaries and the employee will not suffer any loss of accumulated leave.
13. During negotiations, either party may call a caucus at any time.
14. All proposals and counter proposals will be made in writing.
15. Correspondence regarding negotiations will be addressed to the President and/or the Director of Human Resources, respectively.
16. Additional negotiations ground rules may be negotiated by the parties.

Article 4: AGREEMENT CONTROL

1. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law. All other provisions of the Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provisions shall be void.
2. If any District Policy, Regulation, or Directive is inconsistent with any provision of this Agreement, the Agreement provision will control.
3. If any provisions of this Agreement conflict with a grant's program, policy or regulation, the parties will negotiate resolution of such conflict. Other contract provisions will remain in full force and effect.
4. This agreement may only be modified or waived through a written agreement between the parties.

Article 5: DURATION OF AGREEMENT

This Agreement will become effective on the first full pay period following ratification by the bargaining unit employees and the school board and signature by the parties. This agreement will remain in full force and effect through June 30, 2024.

Article 6: MAINTENANCE OF STANDARDS

A Maintenance Committee made up of the Director of Human Resources and one other Administrative member to be appointed by the Director of Human Resources, the President of the Federation, and one other member of the Federation to be appointed by the President will meet at least once a month as needed, at a mutually agreed time and place to discuss issues concerning the Maintenance of the Agreement. Minutes of the meeting will be provided within 5 (five) working days.

Article 7: ADVERSE CHANGE

If the District anticipates the modification or alteration of any employee condition of employment, the District will notify the Federation by email as soon as full impact of the change is known by management.

Article 8: COMMITTEES

1. C-FUSE will be asked and invited by email to have a representative on any District established committee that is formed to make recommendations to the Board regarding non-personnel issues of District-wide concern.
2. The President of C-FUSE/designee will be a member of the School Issues Committee with full and complete privileges of membership.
3. The District annually holds budget study sessions that are open to all employee groups. The President/designee of C-FUSE is encouraged to attend and speak on behalf of its membership. The president/designee of C-FUSE shall not discuss any issue, with any Board member in any setting, which is currently an issue of negotiations between the District and C-Fuse.
4. C-FUSE representatives on District committee(s) will attend the committee meetings or arrange to send alternates.
5. The President and appropriate members of C-FUSE will attend the monthly Labor/Management Committee meetings.

Article 9: AGREEMENT COPIES

The District and C-FUSE will share the cost of printing a sufficient number of copies of this Agreement to distribute to all the appropriate employees and administrators. The District is responsible for distributing and explaining the agreement to management staff. The Federation is responsible for distributing and explaining the agreement to the bargaining unit employees.

Article 10: DEFINITIONS

Unless otherwise specifically defined elsewhere in this Agreement, the following definitions will be applicable throughout this Agreement:

1. BARGAINING UNIT will mean the group of employees designated by the New Mexico Public Employee Labor Relations Board to be represented for the purposes of collective bargaining under this Agreement.
2. DISTRICT will mean the Carlsbad Municipal School District.
3. FEDERATION will mean the Carlsbad Federation of United School Employees.
4. BOARD will mean the Carlsbad Municipal School District Board of Education.
5. EMPLOYEE will mean an employee within the bargaining unit for which the Federation has been recognized as exclusive representative.
6. SUPERINTENDENT will mean the chief executive officer of the Carlsbad

Municipal School District.

7. PRESIDENT will mean the president of Carlsbad Federation of United School Employees.
8. DAY for the purpose of time limits identified in this Agreement will mean days that have been submitted to the Federation on a calendar by the District that the administrative offices are open for business except for emergency closures.
9. OVERTIME will mean any hours or increments of hours actually worked in excess of 40 hours worked within the identified workweek in this Agreement.
10. OFF-CONTRACT will mean any hours worked in excess of the regular duty hours but less than 40 hours per week.
11. COMPENSATORY TIME will mean time off granted in lieu of overtime monetary compensation for hours worked in excess of the regular workweek if agreed to by the employee and approved by the supervisor. Comp. Time will be straight time for hours worked under forty (40) hours in a week, and one and one half (1 ½) time for hours or increments of hours worked over forty (40) hours in a week.
12. JOB QUALIFICATIONS will mean the sum total of required training, licensure, or certification; necessary skills; relevant experience; work history; formal evaluations or letters of reference from former employers; and physical ability to do the job.
13. VACANCY is defined as any position in the bargaining unit that the District determines will be filled.

Article 11: NONDISCRIMINATION

1. The District and the Federation agree that each will not interfere with the rights of employees to join, or refrain from joining, the Federation and agree that each will not in any manner, because of an employee's membership or non-membership therein, directly or indirectly discriminate against, interfere with, coerce, restrain, demote, transfer or deny transfer, or discipline any employee because of such employee's status as a representative or Officer of the Federation.
2. Both the District and the Federation agree that they will not discriminate against an employee because of action taken by either party in processing grievances under the provisions of this Agreement.
3. Neither the District nor the Federation will unlawfully discriminate against any employee because of said employee's race, color, religion, sex, age, or national origin.
4. The use of masculine or feminine gender or titles in this Agreement will be construed as including both genders and not as sex limitations.

Article 12: EMPLOYEE RIGHTS

1. Employees will be entitled to full rights of citizenship, including all rights guaranteed under the federal and state constitutions, laws, and regulations. It is recognized by the parties that employment and labor-management relations rights are controlled by specific state and federal laws which are different from citizenship rights.
2. An employee will be disciplined, reprimanded, terminated, or reduced in rank only in accordance with Federal and State Law and District Policy. The employee may challenge

the action through the use of the grievance procedure set forth under Article 41. This does not imply that the employer does not have the authority to RIF, reduce in numbers, discipline or transfer as deemed necessary by the District.

3. An employee may be accompanied and represented by an Appropriate Bargaining Unit Representative at any disciplinary meeting with a District official.
4. Employee performance evaluations will remain confidential, or on a need-to-know basis.
5. Any verbal criticism of an employee by a District representative, or of a District representative (including another employee) by an employee, will be made in a private setting. It is recognized that each party may have a witness present.
6. Employees who are assigned responsibilities for medically fragile students will receive orientation/general (i.e. CPR, First Aid, AED, Epi Pen) training within 30 (thirty) days to insure the protection of the students and the employees.

6.1 Any full-time Instructional Assistant who must perform intrusive medical procedures as a requirement of the job will receive training from a Medical Professional or parent prior to performing any such procedure.

Article 13: MANAGEMENT RIGHTS

Unless limited by the a collective bargaining agreement or other statutory provision, the employer's rights shall include, but are not limited to, the following:

1. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
2. To determine qualifications for employment and the nature and content of personnel examinations;
3. To take actions as may be necessary to carry out the mission of the employer in emergencies; and;
4. The employer retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.

Article 14: FEDERATION RIGHTS

The following rights and privileges will be granted exclusively to the Carlsbad Federation of United School Employees as exclusive representative for all employees in the Bargaining Unit. These rights will not be granted to any other labor organization, other than those recognized for other employee groups. The Union shall fairly represent all employees covered by this Agreement. The employee has the right to join the Federation. The employee also has the right not to join.

1. The District will provide payroll deduction of Federation membership dues for all employees who authorize the deductions. Request for deductions will be honored by the District provided the deduction request is submitted to the District's Payroll Office on a form authorized by the Federation. The deductions will be made from the employee paychecks for each pay period. The authorizations may be submitted to the Payroll Office at any time, and the deductions will commence on the next pay day for which they can reasonably be accommodated. The deductions will be transmitted to the Federation no later than seven (7) days following each pay date at which the deductions were made. Employee deductions will be continuous,

unless and except for changes in amounts of money to be deducted. The Federation will notify the Payroll Office of any change in the deduction amounts at least seven (7) days prior to the effective date of the new amount.

- 1.1 The Federation agrees to render the District, and its' agents, and the School Board harmless from any action resulting from compliance with payroll.
2. Members who have authorized the payroll deduction of dues may revoke the authorization by providing written notice to the Union during a window not to exceed ten (10) days, (the last ten (10) days of open enrollment), the Union shall provide notice to the District.
3. The Federation will be permitted to use the District's interschool mail services for the dissemination of C-FUSE literature to employees in the Bargaining Unit. Any member of the Federation may withdraw membership by providing both the Federation and Payroll Office a written notice. All notices will be processed in the same manner and time frames as in 1 above.
4. The Federation will be permitted to use the employee mailboxes at District work site for the dissemination of literature to Bargaining Unit employees. The dissemination of such literature shall be handled by a Federation representative and shall be done during non-duty time. This does not include the use of Central Office inter-school mailing system.
5. The Federation will be permitted an opportunity to set up an informational table/video during employee orientations. (The 5- to 7-minute video will be reviewed in collaboration with the C-FUSE president and the Human Resources Director.) Federation will be permitted an opportunity to set up an informational table outside employee orientations.
6. The Federation will be granted leave for up to twelve (12) days per school year to attend training/conferences. Should the training/conference be held during a District recognized holiday then the leave will not be used. The President of the Federation may request for up to one (1) day per month/nine (9) days per school year for Federation business. The leave must be requested from the superintendent or designee and must not conflict with District needs such as in-service days.

Appropriate notice to provide for a substitute for the employee requesting leave must be given to the building/site supervisor. The Federation will pay the District rate for each substitute used while the employee is on leave for training/conference/Federation business.
7. In situations where the Superintendent/designee requests the assistance of the Federation in the resolution of any labor management relations issue, the Federation President/appointee will be released from duty on paid status to assist in the labor management relations issue. Such request from the Superintendent shall be in writing.
8. The Federation will have Designated Space for posting information at each site.
9. The budget is public information, and as such, may be requested by the Federation by submitting a written request to the Business office five (5) days before such information is needed.
10. The Federation will be allowed to schedule and conduct meetings at District work sites provided the meetings do not interfere with the instructional schedule or conflict with events previously scheduled by the District. The Federation will not be charged a fee for the use of the facilities if custodial services are not required. Arrangements for such meetings shall be made through the Superintendent.

11. The Federation Building Representatives are recognized as Federation leaders in their respective work sites. This recognition carries with it the right of the representatives to carry out their Federation responsibilities during non-duty time unless mutually agreed by both parties.
 - 11.1 Building Representatives may distribute Federation materials and conduct Federation business related to grievances or other representation provided these activities do not interfere with the instructional or work schedule of the affected employees.
 - 11.2 The Building Representative will have the right to bring to the attention of the worksite supervisor all matters pertaining to the concerns of the Federation and employees.
12. Federation officials and/or representatives who are not District employees will have the right to visit work sites for the purpose of conducting representational business provided the visit does not interfere with the instructional or work duty schedule of the employees involved and provided that prior arrangements are made with the work site supervisor or, if the work site supervisor is not available, the Director of Human Resources/Designee. In the event the representational business involves the supervisor prior arrangement of the visit will be made through the supervisor or the supervisor's office.
13. The Federation will be provided a copy of the District's policies and procedures and amendments to policies and procedures.
14. The Federation will be provided with an advance copy of the Board of Education agenda, including copies of all non-confidential attachments to the agenda. The agenda and attachments will be made available to the Federation when it is made available to the public.
15. The Federation may request the use of meeting areas in the same manner as any other public or private group.

Article 15: WORKDAY

1. The normal shift for employees of this bargaining unit will be continuous, in so far as possible, to meet the needs of the District and will not exceed maximums set forth below, except for emergency needs as determined by the District, or by mutual agreement by both parties. Job descriptions for some positions require that employees accept their positions with the understanding that some work outside of the forty (40) hour workweek could be necessary under certain conditions. However, if the employee exceeds the forty (40) hour workweek, the employee will be paid at the time and one-half of their regular hourly rate. Calendar changes may create a necessity to change, in consultation with C-FUSE, one or more of the maximums set out below. The following are exclusive of lunch breaks.
 - 1.1. Instructional Assistants: Minimum of seven (7.50) hours, Maximum of eight (8.0) hours
 - 1.2. Food Service Employees:

If an employee needs to work any extra hours than those appropriated below, they must have the time authorized by the director of food services or designee. All employees working 6.5 hours or more will receive a one-half (1/2) hour unpaid lunch.

 - Managers; High School 8 hours
 - Middle School 7 hours
 - Elementary School 6.5 hours
 - Head Cooks: 7 hours
 - Cooks: 7 hours
 - Food Service Worker (Full Time): 7 hours

Food Service Worker (Part Time): 4 hours Clerks/Cashiers: 5.5 hours
Delivery Employees/Drivers: 8 hours

1.3. Security Guards: Maximum of 8 hours

2. Each full-time employee will be provided a daily, unpaid, continuous, duty free lunch period of thirty (30) minutes duration. The lunch period may be used at the employees' discretion, unless federally funded program guidelines require otherwise. The time for each 30 (thirty) minute lunch period will be scheduled by the supervisor.
2. Each site will arrange for unit employees who work 6 hours or more a day to have at least one 15-minute break as arranged by mutual agreement or scheduled by the supervisor.
3. Assistants who are the only supervisors/instructors in a class will have a designated time for preparations.
4. Travel must be mutually agreed upon by the employee before acceptance of employment each year. Mileage will be paid according to District Mileage policy.
5. School employees are aware that certain professional responsibilities are part of their jobs. Employees will have a sign-up sheet for special event assignments. Employees on the list will be assigned on a rotating seniority order. If no one or insufficient numbers sign the sheet, the supervisor will use reverse rotating seniority order for assignment. Compensation will be at the employee's regular rate of pay.
6. The District shall compensate their employees at an hourly rate of seventeen dollars (\$17.00) per hour for attending mandatory district training or classes that are held beyond their duty day/year.

Definitions:

Mandatory – examples of mandatory professional development training may include state (PED) mandated training, school restructuring, training for new textbook series or newly implemented district programs, etc.

Voluntary – examples of voluntary professional development training may include district training of trainer workshops, curriculum work, mapping and alignment and other elective trainings, etc.

Article 16: WORKYEAR

1. The employee work year for each Bargaining Unit classification will be:
 - 1.1. The work year for Instructional Assistants will not go beyond the maximum of the contract year for teachers.
 - 1.2. The work year for Library Assistants will be a maximum of ten (10) days beyond the Instructional Assistant contract.
 - 1.3. The work year for the Food Service Employees will not go beyond the maximum of the contract year for teachers.
 - 1.4. The work year for Security Guards will be equal to the number of student attendance days plus up to three required days of training to be provided and paid for by the District at the employee's regular hourly rate.
2. All employees will observe unpaid holidays identified as the days students and teachers are not required to attend school.
3. In an unusual or emergency situation, an employee may be required by his supervisor to

work on a holiday designated by the school calendar. An employee who is assigned to work on a holiday will be compensated at the rate of twice the employee's regular hourly rate of pay for each hour or fraction of an hour the employee works on the holiday.

4. The seven-day work period identified for FLSA purposes is Monday 12:01 am to Sunday Midnight. The normal workweek is Monday through Friday.
5. An employee will not be required to work weekends, exclusive of extra-curricular activities that do not exceed a forty (40) hour week. An employee who agrees, upon request of the supervisor, to work during a weekend will be compensated at a rate equal to one and one-half (1 ½) the employee's regular hourly rate of pay for each hour or fraction of an hour worked in excess of forty (40) hours in a single week. If Compensatory Time is agreed to by the employee and the supervisor, it will be scheduled or taken within twenty (20) days of its having been earned or the time will be compensated with overtime pay.

5.1. The twenty (20) daytime limit may be extended by mutual agreement.

6. Employees will also be responsible for keeping a record of earned Compensatory Time, in addition to the employer's record, and will have it signed by the site supervisor.
7. Employees will not be allowed to accrue compensatory time by extending their time or working weekends unless expressly approved by a supervisor.

Article 17: SENIORITY

1. Seniority will be defined as length of continuous Bargaining Unit service applied to the job classification currently held.
2. Job Classifications are as follows:
 - Instructional Assistant
 - [Instructional]
 - Instructional Assistant [Non-instructional]
 - Security Guard
 - Nurse Assistant
 - Library Media Assistant
 - Cook
 - First Cook
 - Full Time Worker
 - Food Service Delivery/drivers
 - Food Service Manager
 - Part Time Worker
 - Cashier/Clerks
3. Seniority credit will commence with the employee's most recent date of hire.
4. Time spent on unpaid leave of absence will not be counted toward seniority credit. However, the time spent on an unpaid leave of absence will not represent a break in service.
5. The District will provide the Federation with a seniority list of all employees in the unit no later than September 25 of each school year. The list will include the employees ranked in order of seniority and the date of hire of each employee.
6. Time spent on paid leave or workers' compensation leave will be counted towards seniority credit, not to exceed one (1) calendar year.

Article 18: VACANCIES

1. A vacancy is a bargaining unit position that the District decides to fill. Bargaining unit vacancies will be posted in areas where employees customarily congregate. Current District Bargaining Unit Employees will have a minimum of 5 working days to apply and be considered prior to the district posting/advertising for external applicants. Copies of the posted vacancies will be made available to CFUSE at the Human Resources Office upon request.
2. Vacancy postings will, at a minimum, contain the title of the position, the work site, when known; major responsibilities or job description, minimum license, needed for the position; the name of the person to whom the application should be sent, reference to the applicable wage schedule; and the deadline date for submission of applications
3. The District will fill advertised vacancies on the basis of the most qualified applicant. Factors which will be considered when a transfer or hiring decision is to be made may include the following:
 - a. Existence of a vacancy.
 - b. Needs of pupils.
 - c. Enrollment factors.
 - d. Subject matter needs at the secondary level: grade level need at the elementary level or specialty area needs (i.e., Special Education, K-12 Academic and vocational program specialty needs should be considered).
 - e. Transfer requests may not be denied based only on experience factors but may be considered where there is a choice of more than one position into which a given employee may be transferred/reassigned.
 - f. Evidence of special preparation.
 - g. Range/depth of experience.
 - h. Special skills, with academic and vocational program needs being given priority over athletic program needs.
 - i. Where two or more qualified employees apply for the same position, all other things being equal, the employee with the greatest district seniority in the district shall be given the position.
 - j. In the event a Request for Transfer is denied, the employee may request an appeal. In an effort to resolve the appeal, the Director of Human Resources will meet with the employee within ten (10) workdays after receiving a written notice of appeal. The Human Resources Director will respond, in writing, to the appeal within seven (7) workdays of such meeting. If the employee is not satisfied with the response from the Director of Human Resources, he/she may appeal to the Superintendent within five (5) workdays of receiving the response to appeal from Human Resources. The Superintendent shall meet with the employee within seven (7) workdays of receiving a written notice to appeal the decision of the Director of Human Resources. The Superintendent shall indicate his/her disposition of the appeal, in writing, within five (5) workdays of such meeting. The decision of the Superintendent is final.
4. All interested, qualified current employees who apply for a vacancy will be notified by phone/in writing for the interview including the time, the place of the interview, and the person(s) who will be conducting the interview, if known. Those applicants who do not qualify or who are interviewed but not selected to fill the position, will be notified in writing, within a reasonable period of time after the position is filled.
5. If an employee is upgraded to a temporary assignment in a higher classification the

employee will be paid within the higher classification. If an employee is temporarily assigned to a lower paying position the employee will not suffer a loss of pay or benefits while fulfilling the temporary duties.

6. Summer vacancies will be filled as much as possible from among the Bargaining Unit employees. Summer vacancies will be posted in the same manner as in number. 18.1 above, and will be filled according to 18.3.m above.

Article 19: ASSIGNMENTS

1. Job descriptions which specifically identify responsibilities for each Bargaining Unit position will be prepared and maintained by the District.
2. Each job description will state the physical requirements of essential functions.
3. Employees whose jobs regularly require them to lift objects weighing more than twenty- five (25) pounds will be provided training and/or equipment, i.e. safety belts, to prevent possible injury. Safety belts will be worn outside the employee's regular clothing. If an employee is required, by the nature of the duties being performed, to wear/use safety equipment the employee will be subject to disciplinary action if he/she fails to use this equipment.
4. Security Guards will not be required to serve as classroom teachers except in cases of emergency. Library and Nurse Assistants will not be required to serve as classroom teacher substitute except in the case of an emergency. Instructional Assistants, Librarians, Nurses Assistants and Security Guards may be required to serve as a classroom teacher substitute until a regular substitute arrives. Should a substitute not arrive, the Librarian, Instructional Assistant, Nurses aid or Security Guards covering will qualify for an upgrade of \$16.00 per hour or prorated for each hour or fraction of an hour.
5. When the District fails to provide a substitute and the Instructional Assistant and the Principal agree that the Assistant normally assigned to that class is a more appropriate substitute for that class, the Instructional Assistant will qualify for an upgrade of \$16.00 per hour or prorated for each hour or fraction of an hour.
6. When a classroom teacher must be absent for an extended leave, and if a certified/licensed substitute is not available, the Instructional Assistant may be assigned substitute duties in that classroom and will qualify for an upgrade of \$16.00 per hour or prorated for each hour or fraction of an hour if all parties agree.

Article 20: NON-INSTRUCTIONAL DUTIES

1. Instructional Assistants are employed to enhance and enlarge educational opportunities for students for the purpose of maximizing each student's ability to learn/perform.
2. The Federation recognizes that supervision of students during non-instructional periods of the students' school day is a necessary function of school personnel to insure the health and safety of the students.
3. Non-instructional Duties will be assigned equitably. Administration will consider the needs of the academic program when assigning duties.
4. Instructional Assistants who do lunch supervision duty during the students/lunch period

will be provided an alternative duty-free lunch period of equal time.

- 4.1 If the alternate lunch period interferes significantly with the instructional program, Instructional Assistants may be asked to volunteer to give up their duty-free lunch to do lunch duty and will be compensated at their hourly rate. At no time will an employee receive both a duty-free lunch and lunch duty compensation.
5. Nurse Assistants will not be asked or expected to volunteer to perform lunch supervision or other non-instructional duties except those which arise as a part of their major job responsibilities, or in cases of emergency.
6. Before and after school playground duty/bus duty/recess duty will be assigned on a rotating basis in an as equitable manner as possible in an attempt to provide adequate supervision of students.
 - 6.1 It is recognized that Instructional Assistants scheduled for Elementary Site Bus Duty will not be supervised by the bus driver/bus company. All Instructional assistants who are assigned to this duty will be trained on bus procedures and will be provided with the necessary first aid training.
 - 6.2 This scheduling of duty will be comprised of teams for each route, and the team will develop an equitable schedule for the duty and submit it to the administrator for approval. If the team cannot agree on a schedule or if the administrator does not approve the submitted schedule by the team, the administrator will meet with the team and decide the schedule.
 - 6.3 Should an emergency occur when an instructional assistant is on site Bus Duty, the District will provide transportation. An emergency is a situation that arises during the day requiring action by an employee which cannot wait until the workday is over.
 - 6.4 Site principal/principal designee will provide personnel to fulfill the before and after school bus duties.
7. Food Service Employees will only be asked or required to work to support the fund-raising activities of other departments, of clubs/organizations or classes as so stated in their job descriptions. This will be done on an equitable basis if no volunteers are available.
 - 7.1 Food Service employment agreements with the District will reflect that extra duty assignments may be required on a volunteer or rotation basis.
 - 7.2 Food Service employees who are assigned extra duties before or after their regular workday will be compensated at their regular rate of pay.

Article 21: RE-ASSIGNMENT AND TRANSFER

Vacancies will be posted in accordance with Article 18.

- A. Requests for transfer or reassignment from one school to another must be made on the district REQUEST FOR TRANSFER form and delivered to the Director of Human Resources. Any employee requesting a transfer will inform his/her principal/site supervisor of the desire to transfer.
- B. Transfer requests must be received by the Director of Human Resources by April 1. Requests for transfer during school year will be considered only in cases of very unusual circumstances.
- C. Employees will include on their REQUEST FOR TRANSFER form their reasons for requesting transfer. An employee may arrange a conference with the Director of Human Resources to discuss the reasons.

- D. Receipt of transfer requests will be acknowledged on the return form by the Director of Human Resources as soon as possible.
- E. Requests for transfer will be disclosed/discussed with ONLY those persons directly and necessarily involved in working out transfer.
- F. A REQUEST FOR TRANSFER will remain in effect from April to April (one year) or until the employee making the request withdraws it, whichever comes first.
- G. An employee need not serve a specified number of years in an assignment to be eligible for a transfer, but priority will be given to requests made by employees who have served two or more years in a given assignment.
- H. Qualified employees at the site of a vacancy will be considered first for the vacancy. Second consideration will be given to employees requesting transfer within the District, before consideration would be given to an applicant from outside the District.
- I. The Superintendent/Designee is responsible for making the final decision, after consultation with the receiving principal/site supervisor, on a transfer request. Action taken will be reported in writing to the employee making the request and to the affected principals/site supervisors.
- J. During the summer, the Director of Human Resources will inform bargaining unit employees that have written transfer requests in place that a vacancy exists. Notification will be by telephone and/or written notice sent to the home address/forwarding address of qualified employees requesting to fill the vacancy. The employee will have until the closing date to respond.

EMPLOYEE TRANSFERS INITIATED BY ADMINISTRATORS

- A. Administrative Requests for Transfer of an employee will be discussed with the employee before the transfer is made.
- B. Requests for administrative transfer during the school year will not be considered unless very unusual conditions exist. A meeting will be held with the employee to discuss these conditions prior to an administrative transfer and the reasons for the request. It is recognized that the employee has the right to contact the Federation for representation.
- C. A request for the administrative transfer of an employee will remain in effect for one year.
- D. Administrative transfer requests will be discussed ONLY with those persons directly involved in working out transfer arrangements. The employees' rights to confidentiality will be assured.
- E. Administrative transfers are made to satisfy a District or student's need.

Article 22: REDUCTION IN FORCE

- 1. The District will have the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF) in the event of a financial emergency or an elimination or restructuring/reorganizing of its instructional program.

2. If the District anticipates a RIF which might result in the transfer or layoff of (an) employee(s), the District will notify the Federation, in writing, of the anticipated RIF. The notice will include the reason for the RIF, the employees to be affected, if known and the expected date of the RIF. The Federation will be notified no later than thirty (30) days prior to the effective date of the RIF except in the case of an emergency as determined by the Board/Designee.
3. The decision to RIF will be made in good faith. A RIF will never be used to retaliate against an employee.
4. Following the issuance of the notice set forth in 2 above, the Federation will be given the opportunity to meet with the District to discuss possible alternatives to the RIF and/or the transfer or layoff of any employee, provided the Federation requests the meeting in writing to the District no later than five (5) days after receiving the notice of intent to RIF from the District except in case of an emergency as determined by the Board.
5. If the RIF is necessary and causes the displacement of an employee, the District will first attempt to resolve the displacement through attrition and the use of voluntary transfers by notifying in writing the employees at the affected work sites that the District would accept voluntary transfers.
6. If voluntary transfers will not resolve the displacement of a unit employee, or no employee(s) at the affected work site(s) request(s) a voluntary transfer, the District may attempt to resolve the displacement through involuntary transfer or reassignment. Prior to an involuntary transfer or reassignment, the affected employee shall retain the right to bump the least senior employee for a desirable position for which they are qualified. If the employee is the least senior the District will assign them as needed.
 - 6.1 Any employee who is to be retained under the voluntary or involuntary transfer provisions of this Article must meet the qualifications of the position to be filled.
7. If an involuntary transfer will not resolve the displacement or if the displacements exceed the available positions, the District will notify in writing the employee with the least seniority in the job classification affected by the RIF that the employee will be laid off. The seniority definition and classifications set forth in the Agreement shall be used.
 - 7.1 Seasonal, temporary, and non-tenured employees will be laid off before tenured employees.
8. A RIFed employee will have the following rights:
 - 8.1 Employees will be recalled in order of bargaining unit seniority (i.e. last laid off, first recalled.)
 - 8.2 The employee will have recall rights for twelve (12) months from the date of having been laid off. The employee will maintain a current address and phone number with the District. Failure to do so will cause the employee to forfeit recall rights and in addition, failure to return to work within ten (10) days of receiving the recall notice by certified mail will also cause forfeiture of recall rights. Failure to sign for the certified letter after 5 days of first attempt to deliver will be considered as delivered. Employees will be eligible for recall within the classification and category from which they were laid off. However, the District has the prerogative to offer to lay off employees other openings for which they qualify prior to its being offered to any currently employed personnel or advertised to any outside applicants. The

employee may accept a part time position, or lower classification, or a position for which the employee is willing to be trained, if one becomes available and is offered, without forfeiting recall rights to the classification from which he/she was laid off.

8.3 While on layoff, the employee may continue to participate in the District's health and insurance benefits by contributing 100% of the premium on a monthly basis to the District as per COBRA regulations.

8.4 Upon written request of the employee, the employee will be placed on the District's approved substitute roles for which he/she qualify.

8.5 If the employee is not recalled or re-employed with the District within the one (1) year period, the District's obligation to the employee shall be terminated.

Article 23: REEMPLOYMENT

1. Employees will be employed for the ensuing school year, unless notified in writing no later than fourteen (14) calendar days prior to the last day of school except as noted in paragraph (2) of this section. It is recognized that student enrollment is a major factor in the number of employees needed.
2. Any employee left jobless by the discontinuation of any special project(s) funded by the federal or state governments, or any other special funding, will be given first priority when the District is filling bargaining unit vacancies for which the employee is qualified for up to one (1) year.

Article 24: TERMINATION

Classified employees who have been employed by the District for three (3) or more consecutive years may not be terminated except in accordance with New Mexico statutes governing termination of classified employees.

Article 25: PERSONNEL FILES

1. The Official Personnel File for each employee will be maintained in the Human Resources Office at the District Central Office.
2. An employee will be permitted to access and review material contained in the employee's file. An employee wishing to access and review his/her personnel file will make an appointment with the Director of Human Resources. All confidential pre-employment documents will be kept in a sealed envelope in the file and will not be accessed or reviewed by the employee. Such review must be made on the employee's time and not during work hours.
3. The District will provide copies of an accessible document in the file for the employee upon request at \$ 0.50 cents per copy for any document that has already been provided to the employee.
4. An employee may be accompanied by a Federation representative while reviewing the file. The employee may also assign the sole responsibility for reviewing the file to the C-FUSE representative provided the employee authorizes the representative, in writing, to access and review the file.
5. No negative document will be placed in an employee's file unless a copy of the

document has been given to the employee prior to the placement of the document in the file. The employee will sign the document to indicate that the employee has seen the document.

5.1 The employee has the right to write a rebuttal to any document. Such rebuttal will be attached to the document.

6. Documents maintained by the District in any file or depository other than the file cited in (1) above will not be used by the District for any summative employment recommendation affecting the employee. The documents contained in a file other than the file cited in (1) will be considered null and void, unless forwarded and made a part of the central file as a result of an uncorrected deficiency or a subsequent disciplinary action and the employee will be notified.
7. Temporary files maintained by any principal/supervisor at any work site will not be kept secret. An employee may be granted access and review of any documents in any work site file kept on the employee.
8. An employee may request that a single incident of discipline, after three (3) years, be placed in a separate sealed envelope. If approved, this information will be available only to individuals on a need-to-know basis. Such requests will be made in writing to the Director of Human Resources.
9. Documents kept in temporary work site files may remain in such files for the period of time the employee continues to work at that worksite.

Article 26: EMPLOYEE EVALUATION

1. The evaluation of all employees is the responsibility of the site administrator. The primary purpose of employee evaluation will be the improvement of performance and/or behavior. Evaluations will be based on objective criteria.
2. Employees will be evaluated by the principal or administrator assigned supervisory duties for the employee group at the work site.
3. Employees will be evaluated in accordance with the District's approved evaluation plan and summarized in this agreement.
4. Approved Evaluation Plan:
 - 4.1 All evaluations procedures will be known and/or explained to the employee. The employee will be advised prior to being evaluated of the procedures and instrument to be used in the evaluation process by October 15th of each year. Employees who have worked less than three (3) years and those on in-depth or remediation plans will receive multiple observations each year as needed and at least once a year thereafter. All employees will be evaluated at least once a year. The final evaluation of each employee must be completed by April 10th of each year.
 - 4.2 All employees will be given a copy of the evaluation report and will be given the opportunity to discuss the evaluation before it is submitted to the Human Resources Department of the District. The employee will be afforded the opportunity to sign the evaluation indicating acknowledgment that the evaluation has been read and understood. Such signature does not indicate

agreement with the content.

4.3 When the employee exhibits “unsatisfactory” performance, the immediate supervisor will follow the procedures set forth in the Approved Evaluation Plan to assist the employee to correct/improve performance problems.

5. Employee observations will be carried out in an objective manner. The observer will not operate in a clandestine or surreptitious manner. However, employees must realize that their performance is subject to observation, formal or informal, during work hours.
6. An employee will be provided with a conference to discuss any negative observation report prepared by the evaluator during the observation of the employee’s performance. This should occur within five (5) working days of the observation.

Article 27: UNCORRECTED AND/OR UNSATISFACTORY WORK PERFORMANCE

The procedure set forth herein will be used whenever the District observes employee job behavior, which, in the opinion of the supervisor, represents unsatisfactory work performance. It is recognized by the parties that the severity and/or frequency of the infraction will determine the level of corrective action taken by management. The supervisor may at any time when he considers it appropriate advise the employee about the Employee Assistance program (EAP).

1. Verbal Warning: The verbal warning is an attempt to resolve a performance problem without formal written documentation in the official personnel file the principal/supervisor will meet with the employee to inform the employee, of the problems with the employee’s work performance that needs improvement.

The principal/supervisor will:

- a. Identify clearly and specifically the problem with the employee’s performance.
- b. Identify what the employee must do to correct the problem.
- c. Identify the time limit in which the employee must correct the problem.
- d. The consequences of the failure to correct the problem.
- e. Prepare a written statement that the verbal discussion took place, to be signed and dated by the principal/supervisor and the employee.
- f. Honor the employee request for Federation representation.
- g. Maintain the written documentation in the principal/supervisor’s building site file.
- h. The written documentation will not become a part of the official personnel file unless the performance is not corrected or if subsequent disciplinary action is necessary.

2. Uncorrected Work Performance: If the employee’s work performance remains uncorrected within the specified time following the verbal warning the principal/supervisor will:

Meet with the employee within ten (10) days of the expiration of the time limits identified at the verbal warning and discuss a growth plan that the employee must follow to correct the work performance.

The growth plan will identify the problem(s) with the employee’s work performance, the improvements/corrections necessary, the time limits for attaining the corrections needed, and the consequences of the failure to correct the work performance problem(s).

The principal/supervisor will allow the employee no less than twenty-four (24) hours advance notice of the meeting. At the meeting, the growth plan will be presented and explained to the employee.

- a. The principal/supervisor will allow the employee ten (10) days to correct his work performance problem(s).
- b. Continued uncorrected work performance at the end of the ten (10) working days will have provided just cause for termination of employment with the District.
- c. The employee is entitled to Federation representation at any meeting with management set forth in this procedure provided the principal/supervisor has been given written notification of the desire of the employee to have Federation representation.

It is recognized by the parties that severe or egregious infractions that are potentially harmful to the general welfare of students and/or other employees may result in immediate more severe action including, but not limited to, suspension or discharge.

Article 28: EMPLOYEE INVESTIGATIONS

1. The District will reserve the right to investigate allegations of employee misconduct in accordance with the procedures set forth by the District.
 - 1.1 Anonymous complaints that are considered serious will be investigated by the District
 - 1.1.1. The supervisor, upon determining through investigation, that the nature of the complaint warrants a conference with the employee, will notify the employee of the need for a conference and the nature of the conference.
 - 1.1.2. The supervisor will give the employee at least twenty-four (24) hours' notice to provide the employee an opportunity to arrange to have her/his Federation representative present if the employee requests it. The representative may be present but shall not participate in the investigation. However, the representative may recess or end the meeting at any time.
 - 1.2 An employee may be placed on administrative leave of absence with pay during the investigation. While on leave, the employee will receive regular pay and all benefits to which the employee was entitled while on active service. Upon completion of the investigation, if termination is recommended, the school Personnel Statute will be followed.
 - 1.3 During the pending of an investigation, no documentation related to the matter under investigation will be placed in the employee's personnel file. If an investigation does not produce evidence of misconduct, the employee may request and will be provided documentation to that effect.
 - 1.4 An investigation will be conducted as quickly as possible. Reasonable requests by the employee or the employee's Federation representative for status reports on the investigation will be granted.
 - 1.5 Once cause has been established, an employee under investigation will be allowed to be represented by a Federation representative at all levels of the investigation. An employee will not be forced to make a statement under threat of disciplinary action which might incriminate the employee for a criminal act. The employee's refusal to make a statement does not/will not preclude the District from taking disciplinary action, if appropriate.
 - 1.6 Should the employee return to work, the employee's supervisor will schedule a re-entry meeting with the employee. The meeting will take place no later than one (1) day following the employee's return to work. The meeting's purpose will be an attempt to facilitate the employee's return to work in a manner which will permit the

employee to work in an atmosphere that is as normal as possible.

1.6.1 The employee, upon request, may be represented at the re-entry meeting by a Federation representative.

1.7 A student who maliciously and dishonestly accuses an employee of misconduct will be processed for disciplinary action. Any employee who maliciously and dishonestly accuses another employee, a student, or an administrator of misconduct will be processed for disciplinary action.

1.8. Prior to the completion of an investigation the employee will be given an opportunity to provide relevant information regarding the investigation.

1.9 Once the investigation is completed, if disciplinary action is contemplated, the employee will be informed of the charges against him, and the contemplated action.

1.10 Prior to the determination of any action to be taken and after the employee has been presented with the charges; the employee will be given an opportunity to respond to the charges.

Article 29: EMPLOYEE PARTICIPATION IN EVALUATION OF ADMINISTRATORS

Employees may submit their comments according to District procedure and according to the schedule determined by the District.

Article 30: STAFF PROTECTION / BATTERY OF EMPLOYEE

1. Job-related assault and/or battery is defined as any physical or verbal assault upon an employee which occurs during an employee's performance of work-related duties, either on or off school grounds, and which causes the employee harm. This definition is hereafter referred to as Act.

2. Employees may take reasonable action to protect themselves and others from immediate impending assault or battery. (Act)

2.1 The employee will report the Act to their immediate supervisor as soon after the after the event as possible.

2.2 The supervisor will assist in:

2.2.1 Seeing that appropriate medical attention is given or arranged.

2.2.2 Seeing that the Act is reported and filed with the appropriate police agency. (Detailing the witnesses, name, etc.)

2.2.3 Reporting the incident to the Director of Human Resources so that insurance procedures can be initiated.

2.3 Whenever litigation is required on behalf of the District, the incident will be reported to **NMPSIA** by the Superintendent/designee.

3. Days absent from duty, whether for injury, doctor's direction, hospitalization, attorney consultation, or court proceedings directly relating to the Act, will be charged as school business leave according to Board policy. All such appointments should be made for outside school time if possible. The following procedures apply to employees covered by Worker's Compensation:

3.1. The doctor must release the employee for return to work.

3.2. Upon the Doctor's release, the employee must return to work.

- 3.3. The District reserves the right to be in consultation with the attending physician before and/or after the release of the employee.
4. Medical expenses
 - 4.1 The District will assist the employee in filing for Workers compensation benefits. The employee will also be eligible for the District's medical insurance and Accidental Death and Dismemberment if the employee is on roll for these benefits prior to the Act.
 - 4.2 The District will pay the difference between the amount of Worker's Compensation and/or the District medical insurance and the total medical expenses incurred by the employee as a direct result of the assault for the time the employee is covered by Worker's Compensation or when the employee reaches Maximum Medical Improvement as determined by the District's/employee's physician in accordance with the Worker's Compensation Act.
5. Salary of the employee
 - 5.1 The employee will receive his regular pay and sign over his WORKER'S Compensation to the District for the first twenty-eight (28) days of absence from work due to the battery incident.
6. Termination of Benefits
 - 6.1 Benefits described in this policy will terminate when:
 - 6.1.1 the doctor has released the employee to return to work;
 - 6.1.2 the employee is found to be the aggressor in the incident; or
 - 6.1.3 the employee resigns; or
 - 6.1.4 after twenty-eight (28) days of the date of the incident.

Article 31: PRIVATIZATION / SUBCONTRACTING

It is the responsibility of the District to approve or contract for subcontracting or privatization of services. However, it is not the intent of Management to do away with any employee's position or lower performance standards in any way. The employee group affected, should such measures be considered, would be involved in discussions of such measures.

Article 32: PROFESSIONAL DEVELOPMENT/DISTRICT IN-SERVICE

1. The District encourages employees to seek opportunities for professional development and additional training, and will support the formation of a C-FUSE in-service committee. This committee will identify staff development needs for the Bargaining Unit employees. This committee may plan, schedule, and implement staff development in-service programs, with Management's approval, to be held on regularly scheduled District in-service days. Documentation of participation will be kept by the committee and placed in the employee's personnel file by the Director of Human Resources/designee.
2. Regular district in-service meetings held for certified staff will be open to assistants if it is appropriate to their needs and advance notice is given to Department Chairpersons so materials will be available. Otherwise, assistants will work within their building/class until the regular dismissal time.
3. Library and Nurse Assistants will attend the monthly in-services as scheduled by

the Departments.

4. Paraprofessionals (instructional) must have completed at least 2 years of study or 48 hours at an institution of higher education; or obtained an associate's degree. All Carlsbad school instructional assistants must hold a level III license.
5. The District and Federation may cooperatively offer in-service training for classroom assistants and teachers who work with assistants on developing a positive, cooperative working relationship that will maximize the learning benefits for students.
6. The District will provide training for ESL/Bilingual Assistants, as program changes require.
7. The District will provide training to Assistants assigned to work with severely, emotionally, disordered and/or medically fragile students.
8. The District will train Security Guards and their substitutes by law enforcement officers and the District on In-service days in regard to:
 - a. Gang activities, identifying clothing, hairstyles, etc.
 - b. Liability if a student is injured while a Security Guard is breaking up a fight or restraining a violent student.
 - c. Reasonable Restraint procedures for handling violent/potentially violent student/ situations.
 - d. Liability coverage for all unit employees while operating within the scope of their jobs.
 - e. Reasonable Restraint procedures for handling violent/potentially dangerous situations.

Article 33: CAREER LADDER

1. C-FUSE and Carlsbad Schools will follow the three-tiered licensure system as established by the 2004 Legislature.
2. The Committee will operate under the following principles and purposes:
 - 2.1 Identify staff development needs for all Bargaining Unit classifications and employees.
 - 2.2 Secure and/or develop curricula for in-service employee training which meet the staff development needs cited in 2.1 above.
 - 2.3 Plan, develop, and recommend the implementation of staff development programs to meet the needs of employees in the Bargaining Unit.
 - 2.4 Document successful employee staff development participation. Documentation will be placed in the Personnel Files of all Employees who successfully complete Ladder programs.
 - 2.5 Career Ladder Programs must be approved through the Human Resources Director/Designee.
 - 2.6 Report progress on the above objectives to the District and Federation on a periodic basis.
 - 2.7 Develop certification standards and programs or endorse certification programs already being implemented by other organizations.
 - 2.8 Identify and provide funds and/or trainers for the above.

Article 34: FACILITIES AND EQUIPMENT

1. Maintenance, buildings, equipment, grounds, and vehicle needs will be assessed annually. Repairs and purchases will be made as the budget allows on a priority basis. Student health/safety needs will be given highest priority.
2. The District is committed to providing all employees with computer internet access for school-related business. Each work site will have a telephone with reasonable access and sufficient privacy for professional calls available to employees. Current phone placements are agreeable to the parties.
3. The District will make every reasonable effort to provide employees with adult restroom facilities and workroom space.
4. Each work site receives a building allocation based on student enrollment. Employees may request site-based input into the selection of professional and instructional equipment and materials.
5. Unit employees are free from retaliation if they report needed repairs to the heating and cooling systems.

Article 35: HEALTH AND SAFETY

The District will plan and implement, as soon as practicable, a procedure to identify and inform employees about safety issues and/or hazards.

1. The District will comply with applicable health and safety rules and regulations promulgated by agencies assigned such responsibility.
2. The District and C-FUSE will sponsor training for new employees and/or those employees held responsible to receive such information on current health/safety issues such as blood borne pathogens and collection and disposal of same, child abuse/neglect, etc.
3. When the District purchases new equipment, it will buy equipment that has met the proper safety standards and/or inspections.
4. Both parties agree that employees shall report to site supervisors any conditions that are considered to be, or potentially could be, dangerous to the health, safety, or well-being of the students and/or employees within twenty-four (24) hours of recognizing said conditions.
 - a. The site supervisor will communicate with the employee, in a timely manner, but no more than a week following the supervisor's receiving the report, on the status of the concern.
 - b. If the employee is still concerned, the employee may address the problem with the Central Office Administration. If after ten (10) days the Central Office has not responded, the employee may report the problem to the appropriate regulatory agency.
 - c. A Unit employee will be free from retaliation for reporting dangerous or potentially dangerous condition(s) to supervisor(s), administrator(s), or government agency(ies).
 - d. Frivolous complaints will be cause for disciplinary actions.
5. Employees shall comply with all Federal, State, and District safety regulations.

Article 36: FOOD SERVICE STANDARDS

1. The District and CFUSE will encourage and develop high standards for food service personnel and appropriate instruction to meet cafeteria needs.
2. The District will meet staffing requirements for food service delivery.
3. Food service employees are encouraged to suggest ways of improving the food service delivery function. Recommendations shall be made in writing.
4. Food service managers shall report personnel shortages to the supervisor of food services.
5. Should a reduction in work hours result in a reduction in workforce in the food service department, Article 22, Reduction in Force shall apply.

Article 37: EMPLOYEE ABSENCE / SUBSTITUTES

1. Whenever an employee is going to be absent from work, the employee will notify the Principal/designee or immediate supervisor of such absence at least one hour before the beginning of the duty day. If a substitute for the employee is necessary, it will be the Principal's/designee's responsibility to hire the substitute.
2. An Employee who is absent but reasonably expected to return to work the following day must notify the principal/designee or immediate supervisor no later than one (1) hour before the close of the duty day if they do not expect to return the following day. If the employee does not call, the substitute will be released at the end of the day. If the employee is then absent the next day, the employee must call the Principal/designee or immediate supervisor again to request another substitute.
3. IA's will call AESOP or get on-line using their pin # and ID # when they are going to be absent. This does not apply to Health Assistants, Library Assistants, and Security. For the exceptions, site administrators will make every effort that at least one substitute is trained or cross-trained to substitute for these positions.

Article 38: LEAVE

1. General Provisions
 - A. For the purpose of this section, "immediate family" will include:
 1. employee's spouse
 2. son, son-in-law, stepson;

 3. daughter, daughter-in-law, stepdaughter;

 4. father, father-in-law, stepfather;

 5. mother, mother-in-law, stepmother

6. brother, brother-in-law, stepbrother

7. sister, sister-in-law, stepsister;

8. grandparents;

9. grandchildren;

10. any person who may be residing in the employee's household at the time of

illness or death and for whom the employee is responsible for care.

11. Domestic Partner (as defined in School Policy)

B. Employees who have completed three years of service may request an extended leave of absence without compensation for one school year or the remainder of one school year. All requests must be made in writing to the Director of Human Resources/designee at least thirty (30) days before the beginning date of the leave. Upon the recommendation by the Superintendent/designee, the leave of absence may be approved by the Board.

B.1 The District will comply with FMLA for employees who are eligible under the Act.

C. The request for an extended leave of absence may be granted for any of the following reasons:

1. Serious illness of the employee;
2. Serious illness of a member of employee's immediate family, for whom the employee is the primary caretaker;
3. Parental leave;
4. Teacher exchange or educational research;
5. Military Service.

D. Leave will not be granted to any employee for the purpose of accepting other paid employment, except as set forth in the Agreement (i.e., teacher exchange, military service). An employee who accepts full time employment while on such leave would be removed from the leave status and shall have provided just cause for termination/dismissal from employment with the District.

E. Time spent by an employee on paid leave will be counted for seniority purposes. Time spent on any extended leave or unpaid status will not be counted for seniority purposes. An extended leave or any unpaid leave will not represent a break in service.

F. A principal or site supervisor may grant permission to an individual employee on a case by case basis to leave early or come late without loss of sick leave or personal leave in cases of emergency or necessary appointments which could not be scheduled for a time or day when the employee would not have been working, provided the granting of such privilege is consistent and nondiscriminatory with all employees; is not used to reward or punish individuals; and the employee's duties can be covered without undue hardship on other employees at the site, nor significantly interfere with the

school program.

- F.1 An employee who has had to make a necessary appointment during work hours will notify her/his principal/site supervisor as soon as possible to enable the principal/site supervisor to make the necessary adjustment so that the employee's duties are covered. If the Principal/site supervisor is unable to arrange for adjustments, leave time must be taken.

- G. Upon return from any extended leave, an employee will be assigned to the same position at the same work site that the employee occupied and to which the employee was assigned immediately prior to the commencement of the leave provided the position is open and/or still in existence. If the position no longer exists or is already filled, the employee will be assigned to a substantially equivalent or better position for which the employee is qualified.

- H. Upon return from any leave, an employee will be placed on the same salary schedule cell at which the employee would have been placed at the time of the commencement of the leave of absence.

- I. Upon return from any unpaid leave, the employee will be credited with the same level of accumulated leave benefits which the employee had at the time the leave commenced. If the employee is returning from paid leave, accumulated leave utilized while on the leave will be deducted.

- J. An employee on an extended unpaid leave will submit a written statement to the District indicating the employee's expected date of return no later than thirty (30) calendar days prior to the intended date of return, or no later than April 1 prior to resuming duties the beginning of the next school year. The employee's request will be granted, provided the request is made in a timely manner and a position for the employee exists. Failure to notify in writing by April 1 of the intent to return the following school year will be considered as a resignation.

- K. During an employee's absence, the District will make all necessary arrangements for the assignment of a substitute if one is required.

- L. Any request for extension of leave must be approved by the Board. Requests for extensions of leave must be made in writing no later than twenty (20) days prior to commencement of extended leave.

- M. While on any leave of absence, the employee will continue to be eligible for all employee benefits, as long as the employee pays the full cost of those benefits, for up to the limit provided by COBRA.

- N. An employee who has been on extended Medical Leave must provide a doctor's release before returning to work.

II. Special Service Leave

- A. Employees who have worked for the District for three (3) years or more are eligible for one year's Special Service Leave of Absence without pay for special service related to education at a recognized professional organization, agencies of the public schools of New Mexico, governmental agencies, or elective office upon the recommendation of the Superintendent and approval of the Board.
- B. Any person granted a Special Service leave must sign an agreement to return to service at the termination of such leave and to continue in service for a period of one year.

III. Family Emergency Leave

- A. Family emergency leave will be limited to natural disasters and life-threatening situations involving the employee or member of the employee's immediate family as defined by and in accordance with the Family Medical Leave Act. This leave will be deducted from Personal Leave first, then sick leave.

IV. Bereavement Leave

- A. In the event of death of an employee's immediate family member or member of the immediate household, the employee shall be able to draw on sick leave up to five (5) days for the death of a parent, child, or spouse, or up to three (3) days for the death of other members of the immediate family. If an employee has no sick leave from which to draw and there is a death in the employee's immediate family, the employee may appeal to the Superintendent/Designee for days as outlined above.
- B. In the event of the death of an employee of the District or a student enrolled with the District, arrangements will be made by the immediate supervisor at the site at which the employee was assigned or the student was enrolled to release a contingent of employees without loss of pay or benefits to attend the employee's or the student's funeral/services, provided it does not create an undue financial burden for the District.

V. Civic Leave

- A. Civic Leave may be granted for essential civic responsibilities as approved by the Superintendent. Requests must be submitted in writing a reasonable period in advance of the requested day(s).

VI. Legal Leave

- A. Jury Duty Leave will be granted to an employee called for jury duty. Any jury duty for which compensation is received, will require the employee to submit all payment received to the CMS business office upon receipt. The employee will continue to receive his/her regular rate of pay from CMS for any subpoena that is not related to personal business. Mileage that is received from the court due to the employee being required to transport himself/herself to the proceedings may be kept by that individual as reimbursement for costs.
- B. An employee will be granted leave with pay to attend a school related legal Proceeding at which the employee is either a party to the case or is required by a lawfully issued subpoena to attend if the subpoena or legal proceeding is not related to an issue where the employee is a plaintiff against the District. The employee will provide written verification of the employee's eligibility for this leave to the employee's immediate supervisor. The employee will have his/her regular daily rate of pay deducted for legal leave related to personal matters or related to an issue where the employee is a plaintiff against the District.
- C. The District will not discharge, discipline, or otherwise penalize an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.
- D. Leave granted under this subsection will not be deducted from the Employee's bank of leave days, unless requested by the employee.

VII. Personal Leave

- A. Employees will be granted four (4) days per year at the commencement of the school year. An employee who commences employment with the District after the beginning of the school year will be credited with personal leave on a pro-rata basis.
- B. Employees are required to provide reasonable notice two (2) days prior of intention to take personal leave to the principal/supervisor except in cases of emergency.
- C. Except for emergencies, personal leave will not be taken the last school day before or the first school day after a vacation/holiday period, or during the first week of school or the last week of school, or during in- service days. The employee does not have to state, nor will he/she be asked, the reasons for requesting personal leave.
- D. Three (3) unused personal days will roll over into the employee's sick leave. The fourth will be lost if not used at the close of the school year.

VIII. Sick Leave

- A. Each employee will be credited with seven (7) paid sick leave days at the beginning of each school year. This is combined with the personal leave days for a total of 11 LEAVE days. If the employee begins work after the beginning of the school year, sick leave will be credited on a monthly pro-rata basis.
- B. Unused sick leave will accumulate. There will be no limit placed on the accumulation.

Employees, after 5 (five) years of service, will be allowed to convert their sick days to cash. 40 total days may be sold during employment as long as 120 days are maintained in their personal sick leave account. Selling days during employment can only be done twice. Example: 10 and 30, 20 and 20, 15 and 25, etc.... Upon retirement, resignation, or termination of employment, employees will be allowed to buy back their sick days at a rate of \$20 a day for ½ of their days at a cap of 200 or 240 if they have not sold any days during employment.

- C. Sick leave is used only for illness of the employee, illness of a member of the employee's immediate family, family special circumstances approved by the employee's immediate supervisor
- D. Sick leave beyond three (3) days requires the employee to file a certified statement by a licensed doctor that the illness justifies the leave. The certified statement will accompany the monthly sick leave report to the Personnel Office. A verifying statement from a licensed physician may be requested by the Director of Human Resources for under certain circumstances regardless of the length of the absence.
- E. Leave will be charged as used even if a substitute is not used.
- F. A pattern of sick leave usage on the day before or the day after the employee's day off or before or after the holiday is considered abuse of sick leave. Employees who abuse sick leave will have provided just cause for disciplinary action including termination of employment/dismissal.

IX. Professional Leave (School Business)

- A. Upon request to the Director of Human Resources employees may be granted paid leave for the purpose of visiting another District, work site, or attending a meeting or conference related to the employee's professional discipline.
- B. Leave taken under this sub-section will not be deducted from accumulated sick or personal leave.
- C. An employee desiring to take professional leave will apply for the leave on the District's REQUEST FOR PROFESSIONAL LEAVE form at least ten (10) days before the leave is to be taken or as soon as possible after the employee knows the date(s) and time(s) of the meeting/workshop/conference, whichever comes first. An employee who wishes to visit another work site for the purposes of professional growth will work out such arrangements with her/his principal/supervisor and the principal/supervisor at the school the employee wants to visit.
- D. Professional leave will be granted only if the District determines there is a rational benefit to the District in the granting of the professional leave request, and if funds are available.

X. Parental Leave

- A. If an employee has been with the District for three years or more, an extended unpaid leave of absence will be granted an employee for the purpose(s) of

child bearing and/or child rearing any time between the commencement of the pregnancy and the time the child is five (5) years of age. The leave will be granted for a maximum of one (1) year for up to two pregnancies/children. At the request of the employee, and upon approval of the Superintendent/designee, the leave may be extended for a maximum of one (1) additional year.

- B. During the period of an employee's pregnancy during which the employee is physically unable to work, the employee may utilize paid sick leave.
- C. This leave will be granted an employee for the purpose of rearing a child provided the request for the leave is made at any time prior to the child reaching the age of (5) years.
- D. An employee will submit a written notification of the employee's intent to take this leave no later than ten (10) days prior to the commencement of the leave. In case of an emergency, this requirement will be waived.
- E. Employees are entitled to take up to twelve (12) weeks of parental leave under the FMLA.

XI. Religious Leave

- A. Two leave days per year will be granted to each employee for the purposes of observing religious holidays. An employee requesting the leave will be eligible for the leave provided the employee is a recognized member of the religion and the religion does not permit the employee to work on the religious holiday; and provided that the employee's religion is recognized and licensed to operate under the Constitution and laws of the United States. This leave will be charged first to personal leave and then to sick leave.

Article 38-A: SICK LEAVE BANK

1. A sick leave bank for members of the bargaining unit is established between the Board of Education and C-FUSE. The intent of the Sick Leave Bank is to provide an employee additional sick leave when an illness or disability occurs that requires extended hospitalization / treatment or home confinement of the employee or the employee's child, spouse, or person dependent upon the employee for his/her care. Regular maternity leaves, regular substance abuse treatment, and regular co-dependency treatment are not eligible.
 - 1.1 For the purpose of this Article, illness/injury is defined as any serious disease, illness, or accident that requires extended medical care as documented by a physician.
2. Employees who wish to join the Sick Leave Bank will contribute three days sick leave in their first year of membership. Each year thereafter, the employee will contribute one day. When the number of days in the Bank falls to 300 during a school year, each unit member will contribute one day to the bank at the first of the month following the day the bank falls to 300.
3. New employees who wish to join the Sick Leave Bank must do so within 20 days of their beginning date of employment. Open enrollment for any returning employee will be from September 1-10 annually. New employees will not be eligible for sick bank days unless they are present on the first day of their contract and for a period of 30

days.

4. Cancellation of membership in the Bank must be received in writing by the Director of Human Resources no later than September 10. Previous contributions to the Bank are not refundable.
5. All accrued leave (sick, personal, vacation) must be used before an employee is eligible to receive days from the Bank.
6. A request for using days from the Sick Leave Bank must be submitted on the proper form to the Sick Leave Committee. Maximum withdrawal from the Bank is ten days per request. Additional days must be requested by submitting a new application to the Committee.
 - 6.1. A single individual can withdraw no more than 30 days from the Bank during a fiscal year.
 - 6.2. An employee may not draw days from the Bank before reporting to work at the beginning of a contract year. Sick Leave Bank days granted under this situation are subject to the same restrictions as regular sick leave days.
7. An employee who withdraws sick leave days from the Bank will not be required to pay back those days except as a regular contributing member to the Bank. Should the employee choose to cancel membership in the Bank, said employee who has utilized the Bank, will repay the Bank with three days or more per year until used time is reimbursed to the Bank.
8. The Sick Leave Bank Committee shall be composed of two members of C-FUSE as appointed by the President/designee, and two administrators appointed by the Director of Human Resources/designee. All appointed members' terms will be two years except for the first year, when two appointed members will have three- year terms.
9. Eligibility will be based upon:
 - 9.1. Medical documentation of catastrophic illness/injury. (Ref. Sick Leave Bank Enrollment Form)
 - 9.2. Prior utilization of all eligible leave.
10. Decision of the Sick Leave Bank Committee shall be final and not subject to the grievance procedure.
11. Any amount carried in the District Sick Leave Bank portion of the Budget shall be pro- rated, based upon the membership of C-FUSE, and this portion shall be used for the benefit of the members of C-FUSE.
12. Sick leave will be deducted from the Bank based on the following:
 - 12.1. Daily rate of the employee.
 - 12.2. Cost of a substitute.
 - 12.3. Cost of fringe benefits.

Article 39: SALARY PROCEDURES

1. Each employee will be placed on the District salary schedule appropriate for the job classification to which the employee has been assigned for the current

school year.

1.1 Salary schedules for all unit employees will be printed and included in this negotiated agreement.

2. Unit employees will move forward on the salary schedule for his/her job classification area as so indicated on said schedule each budget year. For the purposes of this section, a year of service will be defined as at least one-half (1/2) the number of days in the regular work year for the classification in which the employee is assigned on said yearly schedule.

2.1 Employees whose job descriptions have not changed but whose jobs have been reclassified by the District resulting in a movement from one employee group/bargaining unit to another will begin new seniority within the new job classification.

2.2 All employees will be provided with a current job description.

3. Employees will be paid twice a month on the 15th and 30th, or the last working day whichever is first of each month. Employees will receive compensation for all hours worked.

4. Assistant's pay will be figured in the following way:

4.1 Number of hours per day x hourly rate x number of days per school year= total annual regular hours pay divided by 24 pay periods per school year.

5. Compensatory Time may be agreed to by the employee and management for time worked beyond forty (40) hours in any regular workweek. Any Compensatory Time must be scheduled or used within twenty (20) days of its having been earned. If the supervisor is unable to schedule compensatory time, the employee will be paid for the overtime at 1 ½ times the employee's regular hourly rate of pay on the regular pay period following the pay cycle in which the additional hours were worked if hours are turned into payroll in time for the check to be written.

6. Food Service Employees will be paid according to their hourly rate x the number of hours worked in each pay cycle adjusted for year-round benefits according to the deduction schedule set up by the District Payroll Office.

1 Employees who work Off-Contract hours (total weekly hours less than forty (40) who are to be paid at straight time rates rather than Compensatory Time; and employees who work Overtime hours (more than forty (40) weekly hours) who are to be paid at time-and-one-half rather than exchanged for Compensatory Time; will be paid on the first paycheck after which Personnel and Payroll receive the time sheets and can calculate payment. Overtime hours will be itemized separately on the employee's pay receipt.

7. Any employee who serves more than one work site in a single day on a regular basis and who is required to use her/his personal vehicle as part of their regular job description during the employee's work day, and as a requirement for performing the duties of the job, will be compensated according to the District's mileage policy for each mile and fraction of a mile traveled on District business.

8. If an employee who has completed additional college/equivalent work for which she/he expects to receive additional compensation, transcripts/verification of this work must be filed with the Director of Human Resources no later than October 1 of the new school year in order for the employee to receive additional compensation.

9. Assistants with an associate degree who are primarily responsible for lesson plans, classroom management, to evaluate and carry out the instructional and other duties of their assignment will be entitled to \$1,000 increment. Such increment requires the approval of the Human Resources Director.
10. The parties agree to reopen this contract if the district receives additional money for any employee group within the life of this contract. The Federation understands that the district must honor any legal actions of the Legislature.

Article 40: INSURANCE BENEFITS

1. Each employee will be eligible for the benefits set forth in this section unless otherwise indicated. Upon employment with the District, an employee will be provided with a complete explanation of the benefits to which the employee is entitled.
Each employee will be provided with a brochure outlining plan benefits of each plan chosen by the employee.
2. An employee's premium co-pay for insurance set forth below will be deducted from the employee's paycheck each pay period in equal installments.
3. The District will make available the following group insurance benefits to employees:
 - 3.1 New Mexico Public School Insurance Authority (NMPSIA) single, two party, or family plan with available options; or an HMO plan,
 - 3.2 NMPSIA Plan 1 disability insurance;
 - 3.3 NMPSIA \$50,000 basic life insurance;
 - 3.4 NMPSIA Term Life Insurance for employee and spouse. All other single and family life insurance programs the District offered as of September 1, 1994.
 - 3.5 If NMPSIA changes its Dental Insurance regulation, the parties agree to re- address this article.
4. The District will assume the maximum premium cost required by law for the plans identified in (3) above. Additionally, the District will apply a Time of Service (TOS) credit toward health insurance premiums for employees as follows:

Year 0 (Initial Hire)	No TOS Credit
Year 1 – 5	1% TOS Credit
Year 6 and above	2% TOS Credit

The TOS credit will be honored for years of service with the Carlsbad Municipal Schools only.

2. The District will provide professional liability and Workers' Compensation coverage for employees in accordance with New Mexico law and NMPSIA directives
3. Employees will receive notice from the District of open enrollment periods and other important information related to the plans set forth above. Employees will be provided with the opportunity to meet with representatives of these plans during the employees' lunch periods and breaks.
4. If an employee experiences any change in marital or other personal status which necessitates the change in enrollment of the employee in any of the group plans identified above, the employee will be permitted to enroll or change enrollment with the plan(s) of the employee's choice so long as the employee enrolls with the desired plan(s) no later than

thirty (30) calendar days after the change in status occurs.

5. Employees on approved unpaid leave of absence will be permitted to maintain their group insurance programs by paying 100% of the costs, as per COBRA regulations.
6. Employees will be permitted to invest in U.S. Savings Bonds through payroll deduction if this service is available to any employee group.

Article 41: GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is to secure at the first possible administrative level a prompt and equitable resolution of a grievance. The proceedings will be kept confidential, and employees will be assured an opportunity to be heard. It is recognized by the parties that should the grievance proceed to arbitration the grievance material may become public unless restricted by State or Federal law.

B. Definitions

"Grievance" will be defined as a claim by a unit member or group of unit members or the Federation that the District has violated, misinterpreted, or misapplied an express term of this Agreement.

The grievance will establish that the employee or group of employees, or the Federation has suffered harm because of the decision or action being grieved. The grievance will site dates, times, and names of witnesses, if any, to the occurrence. The claim must have a suggested remedy.

C. No Retaliation Provision

No member of the Board of Education, no member of the Administration, no employee of the District, no Representative of the Federation, and no Representative of the District shall act, or knowingly allow others to act, in any way which detrimentally affects or damages any participant in retaliation against said participant because the individual instituted a grievance proceeding, participated in the grievance process as a witness for either party, was a party in interest, or was a representative for either party.

D. Federation Representation

A representative from the appropriate exclusive bargaining agent will accompany the grievant upon request at any level of the grievance procedure.

Any party in interest, including other employees, supervisors, administrators and the District may be represented at all stages of the grievance procedure by him/herself or, at his/her option, a representative selected or approved by the legally responsible District administrator or the elected representative for the bargaining unit, whichever is appropriate. The appropriate bargaining unit representative will be present at all steps of the procedure if requested.

E. Time lines may be extended upon mutual written agreement by the parties

F. Formal Process – Written

Step 1. Principal/Site Supervisor

- a. Within ten (10) days of any written disciplinary action or violation, misinterpretation, or misapplication of any provision of this agreement an employee may file a written grievance with the Principal/Supervisor and send a copy to the Director of Human Resources, on the grievance form mutually acceptable to the Employer and C-FUSE. A copy of the grievance will be delivered to the principal/site supervisor, and the Federation if an employee files a grievance on their own. The Principal/Supervisor will sign for receipt of the grievance. The document will be signed and dated by the grievant.
- b. Within five (5) days of receipt of the grievance, the principal/supervisor will meet with C-FUSE and/or the employee in an effort to resolve the grievance.
- c. The principal/supervisor will indicate disposition of the grievance in writing within five (5) days of such meeting and will forward a copy to C-FUSE.

Step 2. Director of Human Resources

If the grievant is not satisfied with the disposition of the grievance at Step One, the employee will:

- a. File an appeal with the Director of Human Resources/designee within five (5) days. The document will be delivered by certified mail or by hand delivery and time stamped.
- b. The Director of Human Resources/designee will meet within five (5) days of receiving the request for a meeting with the employee and/or C-FUSE representative.
- c. The Director of Human Resources/designee will indicate the disposition of the grievance in writing within five (5) days after the meeting.

Step 3. Superintendent/designee

- a. If the grievance is not resolved with the disposition at step two, the grievant may file an appeal with the superintendent within five (5) days from receiving the step two responses. The grievance will be delivered to the Director of Human Resources by certified mail or hand delivered and time stamped.
- b. The Superintendent/designee will set up a meeting with the grievant (C-FUSE) to attempt to resolve the grievance. Either side may offer witness testimony pertinent to the settlement of the grievance. The Superintendent/designee will meet to hear the grievance within five (5) days following the submission of the grievance.
- c. A decision will be rendered in writing within five (5) days after the meeting.

Step 4. Mediation

If both the grievant and CFUSE are not satisfied with the superintendent's written decision, the grievant may appeal the grievance to mediation by submitting a written notice to the Superintendent no later than five (5) days following the receipt of the

Superintendent's written decision. The parties will contact the Federal Mediation and Conciliation Service (FMCS) within five (5) days of the filing of the request for mediation, for assignment of a mediator. The mediator shall conduct mediation as soon as possible, but no later than thirty (30) days following the submission of a request for mediation. The mediator shall have the authority to request and review pertinent documents and shall have the authority to interview witnesses. If there is a cost incurred the parties agree to share it equally.

Article 42: ARBITRATION

The notice of intent to proceed to arbitration must be filed with the Human Resources Director within ten (10) days from the conclusion of mediation.

Within ten (10) days of the filing of the notice to arbitrate with the Human Resources Director the parties shall submit a written request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven arbitrators the parties shall meet within ten (10) days of receipt of the list to select an arbitrator. A coin toss will determine which party shall strike the first name from the list. The parties will alternate striking names from the list until only one name remains on the list. The remaining person shall be the arbitrator.

The arbitrator will conduct a hearing as soon as practicable and render a decision on all matters submitted to him/her under the terms of the Agreement. The parties will be bound by the rules and procedures of the American Arbitration Association. Timelines may be extended by mutual consent of the parties.

The arbitrator will have the authority to issue subpoenas for the production of documents and the testimony of witnesses.

The arbitrator's decision will be submitted as soon as practicable. Issues related to the arbitrability of a grievance will be decided by the arbitrator.

In rendering a decision, the arbitrator will be limited to interpreting or applying the express terms of the Agreement and will not have the power to modify, amend, or delete any terms or provisions thereof.

The arbitrator's decision will be in writing and will include the decision, rationale, and if appropriate, relief.

The decision of the arbitrator will be final and binding on the parties, and the terms of the decision will be carried out as soon thereafter as practicable. However, no arbitrator shall have the power to render an award which shall be effective retroactively more than thirty (30) days before the date upon which the grievance was first presented.

Expenses for the arbitrator's services in the proceedings will be borne equally by the District and the Appropriate Unit Representative, provided, however, that each party will be responsible for compensating its own witnesses and representative. If either party desires a transcript of the proceedings, it may cause such a record to be made, but will solely bear the cost, thereof, unless the transcript is taken by mutual agreement. Each party will be responsible for providing its own copy.

In the event the arbitrator requires a verbatim record of the proceedings, the cost of the original transcript will be borne equally by both parties.

Article 43: SIGNATURES

IN WITNESS WHEREOF, the parties hereto affix the signatures of their respective officers and representative.

CARLSBAD FEDERATION OF
UNITED SCHOOL EMPLOYEES

CARLSBAD MUNICIPAL SCHOOL
DISTRICT

By: Tina Sanchez
Carlsbad Federation of United
School Employees President

By: Robbie Chacon
Board of Education President

Date: _____

Date: _____

By: Federation Representative

By: Dr. Gerry Washburn
Superintendent

Date: _____

Date: _____

**Appendix A: CLASSIFIED EMPLOYEE'S RIGHT OF REPRESENTATION
FORM**

At the beginning of each school year, employees will receive this "Right of Representation Form" which informs them of their right to representation. This signed form will be maintained at the school site. In the case that the supervisor meets with an employee in reference to any Discipline or Investigation, the supervisor will inform the employee of his/her right to representation and will provide the employee with this "Right of Representation Form."

When an administrator requests a meeting with an employee that is of a disciplinary nature or might become disciplinary, the employee will be notified as to the purpose of the meeting.

If any meeting with a supervisor becomes disciplinary in nature, the employee has the right to stop the meeting until they can obtain representation (within 2 business days). The employee has the right to respond verbally during an investigation.

I am aware of my rights to obtain representation during any meeting.

Employee Signature

Date

To be completed at any subsequent meeting

Classified Employee's Right of Representation Form

I have been afforded the opportunity to contact my representative to be present during a meeting scheduled within two (2) business days of the request of the meeting on _____.

_____ I wish to have representation present at the above-mentioned meeting.

_____ I decline representation at the above-mentioned meeting.

Employee Signature

Date

Immediate Supervisor

Date

Federation Representative

Date

Copy to: Site File and Employee

Appendix B: WAGE RATES

**CARLSBAD MUNICIPAL SCHOOLS
INSTRUCTIONAL ASSISTANTS 2023-2024
SCHOOL YEAR**

EXP	No Degree	30+ College Hours No Degree	AA Degree	BA Degree	Teacher Intern
0	\$19.84	\$21.03	\$21.87	\$22.74	\$30.77
1	\$20.04	\$21.24	\$22.09	\$22.97	\$31.07
2	\$20.24	\$21.45	\$22.31	\$23.20	\$31.38
3	\$20.44	\$21.67	\$22.53	\$23.43	\$31.70
4	\$20.65	\$21.88	\$22.76	\$23.66	\$32.01
5	\$20.85	\$22.10	\$22.99	\$23.90	\$32.33
6	\$21.06	\$22.32	\$23.22	\$24.14	\$32.66
7	\$21.27	\$22.55	\$23.45	\$24.38	\$32.98
8	\$21.48	\$22.77	\$23.68	\$24.62	\$33.31
9	\$21.70	\$23.00	\$23.92	\$24.87	\$33.65
10	\$21.92	\$23.23	\$24.16	\$25.12	\$33.98
11		\$23.46	\$24.40	\$25.37	
12		\$23.70	\$24.65	\$25.62	
13		\$23.93	\$24.89	\$25.88	
14		\$24.17	\$25.14	\$26.14	
15		\$24.42	\$25.39	\$26.40	
16		\$24.66	\$25.65	\$26.66	
17		\$24.91	\$25.90	\$26.93	
18		\$25.15	\$26.16	\$27.20	
19		\$25.41	\$26.42	\$27.47	
20		\$25.66	\$26.69	\$27.75	
21			\$26.95	\$28.02	
22			\$27.22	\$28.30	
23			\$27.50	\$28.59	
24			\$27.77	\$28.87	
25			\$28.05	\$29.16	
26			\$28.33	\$29.45	
27			\$28.61	\$29.75	
28			\$28.90	\$30.05	
29			\$29.19	\$30.35	
30 & Over			\$29.48	\$30.65	

- 1 For training credit on this schedule, all degrees and/or college hours earned are those that were verified by October 1, 2023 and on record by that date in the Carlsbad Municipal Schools Human Resources Office.
- 2 Experience for salary purposes will count if the employee works at least one-half (1/2) the number of days in the regular work year.
- 3 Instructional Assistants are contracted to work 180 days and required to report 7 hours and 50 minutes per day less a 30 minute duty free lunch. Teacher Interns are required to work the contracted day and year of a certified teacher.
- 4 The Board of Education may increase or decrease all salary schedules, with the approval of the Public Education Department, making adjustments in the contracts in all personnel categories, depending upon the Final State funding for 2023-2024.
- 5 Training and experience will be counted in lieu of college hours and degrees at the end of 10 and 20 years.
- 6 Supplement added for those employees who did not meet the mandated minimum required by NMPED.

**CARLSBAD MUNICIPAL SCHOOLS LIBRARY
MEDIA ASSISTANTS - AIDE II
2023-2024 SCHOOL Year**

EXP	AA DEGREE	BA DEGREE
0	\$27.04	\$30.56
1	\$27.31	\$30.86
2	\$27.58	\$31.17
3	\$27.86	\$31.48
4	\$28.14	\$31.80
5	\$28.42	\$32.11
6	\$28.70	\$32.43
7	\$28.99	\$32.76
8	\$29.28	\$33.09
9	\$29.57	\$33.42
10	\$29.87	\$33.75
11	\$30.16	\$34.09
12	\$30.47	\$34.43
13	\$30.77	\$34.77
14	\$31.08	\$35.12
15	\$31.39	\$35.47
16	\$31.70	\$35.83
17	\$32.02	\$36.19
18	\$32.34	\$36.55
19	\$32.66	\$36.91
20	\$32.99	\$37.28
21	\$33.32	\$37.66
22	\$33.65	\$38.03
23	\$33.99	\$38.41
24	\$34.33	\$38.80
25	\$34.67	\$39.18
26	\$35.02	\$39.58
27	\$35.37	\$39.97
28	\$35.72	\$40.37
29	\$36.08	\$40.78
30 & Over	\$36.79	\$41.57

1 For training credit on this schedule, all degrees and/or college hours earned are those that were verified by October 1, 2023 and on record by that date in the Carlsbad Municipal Schools Human Resources Office.

2 Library Media Assistants are contracted to work 190 days and required to report 7 hours 50 minutes per day less a 30 minute duty free lunch.

3 Experience for salary purposes will count if the employee works at least one-half (1/2) the number of days in the regular work year.

4 If personnel are paid on this salary schedule with less than the recommended qualifications, they will continue on the salary schedule for Instructional Assistants with an added salary differential of \$0.95 per hour.

5 The Board of Education may increase or decrease all salary schedules, with the approval of the Public Education Department, making adjustments in the contracts in all personnel categories, depending upon the 40th day state funding for 23-24.

6 Supplement added for those employees who did not meet the mandated minimum required by NMPED.

CARLSBAD MUNICIPAL SCHOOLS
Health Assistant Salary Schedule 2023-2024
SCHOOL YEAR

EXP	No Degree No Training	No Degree Training Completed	AA Degree with Training
0	\$17.33	\$19.11	\$20.16
1	\$17.50	\$19.30	\$20.36
2	\$17.67	\$19.49	\$20.57
3	\$17.85	\$19.69	\$20.77
4	\$18.03	\$19.89	\$20.98
5	\$18.21	\$20.08	\$21.19
6	\$18.39	\$20.29	\$21.40
7	\$18.57	\$20.49	\$21.61
8	\$18.76	\$20.69	\$21.83
9	\$18.95	\$20.90	\$22.05
10	\$19.14	\$21.11	\$22.27
11		\$21.32	\$22.49
12		\$21.53	\$22.72
13		\$21.75	\$22.94
14		\$21.97	\$23.17
15		\$22.19	\$23.41
16		\$22.41	\$23.64
17		\$22.63	\$23.88
18		\$22.86	\$24.11
19		\$23.09	\$24.36
20		\$23.32	\$24.60
21			\$24.85
22			\$25.89
23			\$26.15
24			\$26.41
25			\$26.67
26			\$26.94
27			\$27.21
28			\$27.48
29			\$27.76
30 & Over			\$28.32

1. For training credit on this schedule, all degrees and/or college hours earned are those that were verified by October 1, 2023 and on record by that date in the Carlsbad Municipal Schools Human Resources Office.
2. Health Assistants are contracted to work 182 days and required to report 7 hours 50 minutes per day less a 30 minute duty free lunch.
3. Experience for salary purposes will count if the employee works at least one-half (1/2) the number of days in the regular work year
4. The Board of Education may increase or decrease all salary schedules, with the approval of the Public Education Department, making adjustments in the contracts in all personnel categories, depending upon the 40th day state funding for 23-24.
5. Training and experience will be counted in lieu of college hours and degrees at the end of 20 years.

Supplement added for those employees who did not meet the mandated minimum required by NMPED.

CARLSBAD MUNICIPAL SCHOOLS

FOOD SERVICES

2023-2024 SCHOOL YEAR

EXP	WORKER	COOK	ECEC, OCT, DW, CW OR MS COOK	SNACK BAR MANAGER	ELEMENTARY MANAGER	ECEC, OCT, DW, CW OR MS MANAGER	HIGH SCHOOL WORKER	HIGH SCHOOL COOK	HIGH SCHOOL MANAGER
0	\$16.68	\$17.24	\$17.80	\$18.08	\$19.18	\$23.03	\$17.73	\$18.85	\$25.35
1	\$16.85	\$17.41	\$17.98	\$18.26	\$19.38	\$23.26	\$17.91	\$19.04	\$25.60
2	\$17.02	\$17.59	\$18.16	\$18.44	\$19.57	\$23.49	\$18.09	\$19.23	\$25.86
3	\$17.19	\$17.76	\$18.34	\$18.63	\$19.76	\$23.72	\$18.27	\$19.42	\$26.12
4	\$17.36	\$17.94	\$18.52	\$18.82	\$19.96	\$23.96	\$18.45	\$19.61	\$26.38
5	\$17.54	\$18.12	\$18.71	\$19.00	\$20.16	\$24.20	\$18.64	\$19.81	\$26.64
6	\$17.71	\$18.30	\$18.89	\$19.19	\$20.36	\$24.44	\$18.83	\$20.01	\$26.91
7	\$17.89	\$18.48	\$19.08	\$19.39	\$20.57	\$24.69	\$19.01	\$20.21	\$27.03
8	\$18.07	\$18.67	\$19.27	\$19.58	\$20.77	\$24.93	\$19.20	\$20.41	\$27.30
9	\$18.25	\$18.86	\$19.46	\$19.77	\$20.98	\$25.18	\$19.40	\$20.61	\$27.57
10	\$18.43	\$19.04	\$19.66	\$19.97	\$21.19	\$25.44	\$19.59	\$20.82	\$27.85
11	\$18.61	\$19.24	\$19.86	\$20.17	\$21.40	\$25.69	\$19.79	\$21.03	\$28.13
12	\$18.80	\$19.43	\$20.05	\$20.37	\$21.62	\$25.95	\$19.98	\$21.24	\$28.41
13	\$18.99	\$19.62	\$20.26	\$20.58	\$21.83	\$26.21	\$20.18	\$21.45	\$28.56
14	\$19.18	\$19.82	\$20.46	\$20.78	\$22.05	\$26.47	\$20.39	\$21.66	\$28.84
15	\$19.37	\$20.02	\$20.66	\$20.99	\$22.27	\$26.73	\$20.59	\$21.88	\$29.13
16	\$19.56	\$20.22	\$20.87	\$21.20	\$22.49	\$27.00	\$20.80	\$22.10	\$29.42
17	\$19.76	\$20.42	\$21.08	\$21.41	\$22.72	\$27.27	\$21.00	\$22.32	\$29.72
18	\$19.96	\$20.62	\$21.29	\$21.63	\$22.95	\$27.54	\$21.21	\$22.54	\$30.01
19	\$20.16	\$20.83	\$21.50	\$21.84	\$23.18	\$27.82	\$21.43	\$22.77	\$30.31
20	\$20.36	\$21.04	\$21.72	\$22.06	\$23.41	\$28.10	\$21.64	\$23.00	\$30.46
21	\$20.56	\$21.25	\$21.93	\$22.28	\$23.64	\$28.38	\$21.86	\$23.23	\$30.77
22	\$20.77	\$21.46	\$22.15	\$22.51	\$23.88	\$28.66	\$22.07	\$23.46	\$31.08
23	\$20.98	\$21.67	\$22.37	\$22.73	\$24.12	\$28.95	\$22.30	\$23.69	\$31.39
24	\$21.18	\$21.89	\$22.60	\$22.96	\$24.36	\$29.24	\$22.52	\$23.93	\$31.70
25	\$21.40	\$22.11	\$22.82	\$23.19	\$24.60	\$29.53	\$22.74	\$24.17	\$32.02
26	\$21.61	\$22.33	\$23.05	\$23.42	\$24.85	\$29.83	\$22.97	\$24.41	\$32.34
27	\$21.83	\$22.55	\$23.28	\$23.65	\$25.10	\$30.12	\$23.20	\$24.66	\$32.66
28	\$22.05	\$22.78	\$23.52	\$23.89	\$25.35	\$30.42	\$23.43	\$24.90	\$32.82
29	\$22.27	\$23.01	\$23.75	\$24.13	\$25.60	\$30.73	\$23.67	\$25.15	\$33.15
30 & Over	\$22.49	\$23.24	\$23.99	\$24.37	\$25.86	\$31.33	\$23.90	\$25.40	\$33.48

- 1 The Substitute pay rate for all Food Service Categories is \$15.00 effective July 1, 2023.
- 2 The Board of Education may increase or decrease all salary schedules, with approval of the Public Education Department, making adjustments in the contracts in all personnel categories, depending on the 40th day State funding for 2023-2024.
- 3 Steps are only given to full-time employees who fulfilled 90 days of their previous contract. Food Service is contracted to work 180 days.
- 4 Supplement added for those employees who did not meet the mandated minimum required by NMPED.

**CARLSBAD MUNICIPAL SCHOOLS
SECURITY GUARDS
2023-2024 SCHOOL YEAR**

EXP	Security Guard	Trained and Armed Security Guard
0	\$17.33	\$30.77
1	\$17.50	\$31.07
2	\$17.67	\$31.38
3	\$17.85	\$31.70
4	\$18.03	\$32.01
5	\$18.21	\$32.33
6	\$18.39	\$32.66
7	\$18.57	\$32.98
8	\$18.76	\$33.31
9	\$18.95	\$33.65
10	\$19.14	\$33.98
11	\$19.33	\$34.32
12	\$20.69	\$34.66
13	\$20.90	\$35.01
14	\$21.11	\$35.36
15	\$21.32	\$35.71
16	\$21.53	\$36.07
17	\$21.75	\$36.43
18	\$23.11	\$36.80
19	\$23.34	\$37.16
20	\$23.57	\$37.54
21	\$23.81	\$37.91
22	\$26.08	\$38.29
23	\$26.34	\$38.67
24	\$26.60	\$39.06
25	\$27.66	\$39.45
26	\$27.93	\$39.84
27	\$28.21	\$40.24
28	\$28.49	\$40.65
29	\$28.78	\$41.05
30	\$29.07	\$41.46

- 1 Experience for salary purposes will count if the employee works at least one-half (1/2) the number of days in the regular work year.
- 2 Security Guards are contracted to work 180 days @ 8 hours per day.
- 3 The Board of Education may increase or decrease all salary schedules, with the approval of the Public Education Department, making adjustments in the contracts in all personnel categories, depending upon the 40th day state funding for 2023-2024.
- 4 Supplement added for those employees who did not meet the mandated minimum required by NMPED.
- 5 Trained and armed security guards applies to formally certified and commissioned law enforcement officers who are licensed to carry a firearm and authorized by the school district to carry a firearm on school premises.

