



**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union,
AFL- CIO/CLC**

AND

CARLSBAD MUNICIPAL SCHOOLS

2023-2024 EDITION

*"Advocates for Quality
Public Education"*

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PREAMBLE

This agreement entered into by the Carlsbad Municipal School District, hereinafter referred to as the Employer, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO/CLC, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for the Maintenance and Custodial Employees of the Carlsbad Municipal School District.

The Carlsbad Municipal School District Maintenance and Custodial Employees, as members of the Union, are to regard themselves as Public Employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the General Public.

ARTICLE I: Recognition

Section 1

A. The Employer agrees to recognize and hereby does recognize Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of employment and other conditions of employment for employees of the Custodial and Maintenance Unit of the Carlsbad Municipal School District as outlined in Appendix A, attached hereto and made a part of this agreement. All employees not listed in Appendix A are excluded.

Section 2

A. In case the United Steel Workers, AFL-CIO-CLC, of which Local Union #8507 is a part, should, at any time, hereafter, change its name, unite, consolidate, merge or affiliate with any other labor organization or organizations this Agreement shall nevertheless remain in full force and effect.

ARTICLE II: General Provisions.

Section 1. Pledge against Discrimination and Coercion.

A. The provisions of this Agreement shall be applied equally to all full time employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, membership or non-membership in the Union or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

B. The Union agrees with the Employer that it will cooperate and support the Employer's efforts to assure a fair day's work on the part of its members; that it will combat absenteeism and other practices that will hinder such policy. The Union further agrees that its members will abide by the rules of the Employer and the Union in their efforts to represent all such bargaining unit employees without discrimination, interference, restraint or coercion.

Section 2. Employee Identification Cards.

The Employer agrees to furnish each full time employee an identification card, which will entitle him/her to free admission to any regularly scheduled athletic activity sponsored by the School District.

Section 3. Bulletin Boards.

The Employer shall provide and maintain bulletin boards for the use of the Union at a location in each school and the warehouse agreed upon by the Employer and the Union. Such bulletin boards may be used by the Union for the purpose of posting notices approved by the Union or its designated representatives and shall be restricted to:

- (1) Notices of regular and special Union and committee Meetings, social functions, and entertainment sponsored by The Union,
- (2) Personnel of Union offices and committees,
- (3) Rules and regulations of the Union
- (4) Such other notices as may be agreed to by the Employer and the Union

(5) Employer notices and memorandums.

Only district notices or union information may be posted on Union bulletin boards.

Section 4. Mail Boxes.

The Employer agrees to furnish the custodian a mailbox at each school.

Section 5. Union Activities on Employer's Time.

A. The Employer agrees that during working hours, and without loss of pay, designated Union Committee members shall be allowed to attend mutually scheduled grievance and safety meetings.

B. The Chairman of the School Custodial and Maintenance Unit shall be allowed to post Union notices on the bulletin board on the employer's premises approved by the principal. A copy of such posting will be furnished to the Personnel Office.

Section 6. Visits by Union Representative

The Employer welcomes visits by any accredited Representative of the United Steel Workers, American Federation of Labor-Congress of Industrial Organization/Canadian Labor Council (AFL- CIO/ CLC), whether Local Union President or International Representative, for the purpose of improving Employer-Employee relations or in the solution of any problems that may develop; provided, however, that visits to individual building units must have prior approval from the principal.

Section 7. Personnel Records and Notices.

Administration Office personnel records of an employee shall be open for inspection by appointment during office hours by the employee or, upon written authorization from the employee, by his/her duly authorized collective bargaining agent.

Section 8. Garnishments.

Excessive garnishments against an employee's wages may be cause for disciplinary action.

Section 9. Sole Agreement.

This Contract is to be the sole agreement between the parties and any and all special or side agreements existing prior to the execution hereof are hereby terminated except those, which are expressly incorporated in this Agreement.

Section 10. Temporary Assignment.

A. Each full time employee will normally work at the school to which he/she is regularly assigned; however, when no work is available at an employee's assigned school or when in the judgment of Management work at another school is more urgently required, an employee may be assigned temporarily to work at such school.

B. This Section may not be used to fill a vacancy in substitution of Article X Section 1-F, Temporary Vacancies.

Section 11. Physical Examinations

For the continued protection of its employees, the District may require any employee to submit to a physical examination at its expense by a District designated physician at any time to determine the fitness of such employee to perform his/her duties in a safe, efficient and satisfactory manner. If an employee exhibits bizarre or unusual behavior, a steward or union representative will be notified to assist in getting support and assistance for the employee. Such assistance or examination could include drug or other testing.

Section 12. Shift Assignments.

The Employer reserves the right to change an employee's regular shift assignment according to work requirements.

ARTICLE III: No Strike - No Lockout.

Section 1.

It is recognized by the parties that strikes and lockouts are prohibited by PEBA and the District Labor Management Relations Resolution.

Section 2.

In the event of any strike, work stoppage or slowdown, the Union agrees that it will immediately direct the employees to return to work and give the Employer written disavowal of any strike, work stoppage or slowdown.

Section 3.

Any employee who participates in a strike, work stoppage or slow down, related to the Carlsbad Municipal Schools, shall be subject to disciplinary action, including discharge, by the Employer with the right of appeal to the Grievance Procedure only as to the determination of the question of participation.

ARTICLE IV: Union Security

Section 1. Union Membership.

A. It is agreed by the parties that employees covered by this Collective Bargaining Agreement (excluding probationary employees) have the right to voluntarily form, join, assist, pay any dues or assessments, and participate in the activities of the Union.

B. Employees shall have the right to join the Union at any time and shall continue membership for the term of this Agreement during their employment with the District.

Section 2. Union Dues Assignment.

A. The Employer will deduct from the employee's wages monthly dues, reinstatement and initiation fees uniformly imposed on self-acknowledged Union members according to the United Steel Workers of America Constitution and remit same to the International Treasurer on the basis of individually signed voluntary check-off authorization cards in a form agreed to by the Employer and the Union. The Union must submit new copies of employee dues authorization if the percentage of dues should change during the life of this agreement.

B. The Employer further agrees, that upon the remittance of such monthly deductions to furnish the International Union and the appropriate designed local Union Official with a statement showing the name and amount deducted for each employee.

C. Such monthly deductions will be made from the amount of wages due an employee for each pay period of the month and will be remitted monthly to the Treasurer of the International Union within fifteen (15) days after the final pay period of the month.

D. When an employee does not have sufficient wages due after other deductions made by the Employer or required by law, to cover monthly membership dues, the unpaid portion thereof, shall be added to the amount of the next deduction for monthly membership dues.

E. Deduction of monthly membership dues, pursuant to an employee's check-off authorization shall commence with the month in which the authorization becomes effective or the month in which the Employer received the authorization whichever is later, provided the check-off authorization is in the hands of the Employer no later than the end of the first pay period of such month. The check-off authorization for an employee shall not be effective for any portion of the initial thirty (30) days of the employee's employment.

F. The Union agrees to indemnify and save the Employer harmless against any and all claims, law suits or any other form of liability arising out of the deduction of money for the above purposes from an employee's pay.

G. 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.

ARTICLE V: Management Rights

Section 1.

A It is understood and agreed by both parties to this agreement that all matters related to the Carlsbad Schools and their operations and employment with or by the Carlsbad Schools and the administration thereof are exclusively within the jurisdiction of the Carlsbad Schools and are not subject to union action, consent or arbitration, except as expressly and specifically provided in this Agreement with respect to matters of employment, rates of pay, wages, hours of employment, and other conditions of employment affecting the employer-employee relationship.

Subject only to any specific limitations stated in this Agreement, the Union recognizes that the Board and Management retain the exclusive right to manage District business and to perform managerial functions.

The Board and Management will not use these prerogatives for the purpose of discrimination against the Union.

The Employer retains the right, in accordance with applicable laws and regulations to:

A. Direct employees of the employer.

B. Hire, promote, transfer, assign, and retain employees and to suspend, demote, dismiss, or take other disciplinary action against employees.

C. Relieve employees from duties because of insufficient work available or for other legitimate reasons.

D. Maintain the efficiency of the duties entrusted to it.

E. Determine the methods, means, quality and personnel by which such duties are to be performed.

F. Provide reasonable standards and rules for employee safety.

G. Take actions not otherwise permissible under this agreement as may be necessary to carry out the duties of the employer as the result of an emergency as determined by the Superintendent or Assistant Superintendent.

H Manage and exercise judgment on all matters not covered or covered only tangentially by this agreement.

I. The right to manage school business includes, but is not limited to, the right to determine the number and locations of its offices, divisions, and jobs; initiate forms; determine whether it will purchase services or equipment for functions which in the opinion of the District it does not have adequate facilities or resources to economically or timely perform; determine and predetermine job content; determine the work performed, the number and location of facilities and equipment, and the methods of operation, as well as control of materials and supplies.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein, whether or not the Board or Management past has exercised such rights.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board and Management direction and control and shall not be subject to negotiation.

It is further provided that the rights of management set forth in this article shall not be exercised in any way inconsistent with or in violation of any other provisions of this agreement.

ARTICLE VI: Contracting & Subcontracting of Work.

Section 1.

It is recognized that the Employer reserves the right to contract out or subcontract out any and all work which bargaining unit employees do not have the skill or ability to perform, which involves the use of equipment not in the possession of the Employer, or the installation or construction of equipment, machinery or materials wherein the manufacturer, producer or supplier gives a guarantee on the life of the materials or the satisfactory operation of the equipment or machinery that is conditioned upon the installation or construction by persons other than the employer's own work force.

Section 2.

A. It is further agreed that the Employer may, at any time, contract out or subcontract out work not of a routine nature, or work which is not feasible to perform with its own employees, due to their existing workload, provided, however, that the Employer shall not contract out work which its own full time employees are capable of performing and that would deprive employees of a normal week's work.

B. Nothing in this agreement shall be construed to prohibit the acceptance by the school system of any gift or donation of work or services; provided, however, that such a gift or donation does not deprive any member of the bargaining unit a normal work week.

Section 3.

It is further agreed that any federal, state or other governmental funded work program personnel may be used by the Employer to carry out the functions of its operations or to assist custodial employees in the performance of their duties. All duties to be performed at a given school by such federal, state, or other similarly funded work program personnel will be those approved by the principal and head custodian of that school. The principal through the head custodian to the appropriate custodian may delegate direct supervision of such personnel. Federal, state or other similarly funded work program personnel will not be utilized to fill full time or temporary

vacancies within the bargaining unit in lieu of full time employees.

Section 4.

Any grievance arising out of this Article will be subject to the normal grievance procedure.

ARTICLE VII: Health & Welfare

Section 1.

A. The Employer agrees to negotiate with the Union group insurance plans provided by the New Mexico Public Schools Insurance Authority. These plans include life, long-term disability and medical for all full time employees within the bargaining unit and where applicable, for their dependents.

B. The full time employee will pay the required percentage as prescribed by the Board of Education for the cost of such insurance plans.

C. It is understood by the parties hereto that the Employer will comply with the provisions of the Workers Compensation Act of the State of New Mexico.

D. As full time employees of the Carlsbad Municipal School District, members of the bargaining unit are required to participate in the retirement plan established pursuant to the New Mexico State Educational Retirement Act. Employer contributions to the New Mexico State Education Retirement Plan shall be in accordance with state law.

ARTICLE VIII: Safety Provisions.

Section 1. Protective Clothing/Device

If an employee is required to wear protective clothing or any type of protective device in a particular job, the employer shall furnish such protective clothing or device. It is the responsibility of each individual employee to properly maintain such protective devices at all times and return them to the employer when they are no longer needed. Upon termination, administrative or other extended leave all issued school property, including keys shall be turned in to the employee's supervisor prior to issuance of his/her final pay checks.

A. Custodial and maintenance staff will be provided with CMS logo work shirts after completing the 60-day probationary period. At the beginning of every school year, custodial and maintenance staff will be provided with six (6) collared button-down oxford shirts. The CMS logo work shirts must be worn at all times while on duty. Employees must maintain clean, neat, and un-torn work shirts.

1. Staff who do not adhere to these procedures may be asked to clock out and leave the workplace to return with proper attire as deemed necessary by the site administrator. A consistent pattern of non-compliance may result in disciplinary action.

Section 2. Joint Safety Committee.

The Employer will establish a joint safety committee and the Union to promulgate mutually agreed upon rules and procedures, which in their opinion will best protect the safety of the employees, students, staff and the public. The grievance committee will serve as the Union's representative on such safety committee. The joint safety committee will meet when appropriate but at least once each year to evaluate the safety rules and procedures of the bargaining unit. This committee is not to replace the District Safety Committee; the District Safety Committee will include a Union representative.

Section 3. Violations of safety rules and regulations.

Documented violations of safety procedures or practices, improper use of equipment and/or

failure to follow safety rules and regulations shall be grounds for discipline. Severe or repeated documented violations will be grounds for dismissal. However, if employees are asked to perform tasks that could be dangerous or beyond their training, they may request such training or assistance from the Custodial/Maintenance Supervisor.

ARTICLE IX: Seniority.

Section 1. Definition

Seniority is defined as the length of continuous service in a full time position within the jurisdiction of the bargaining unit. Seniority shall be accrued only within the Maintenance and Custodial Department and shall date from the time a full time employee last commenced full time work for the Employer, excluding any leave of absence time designated under Article XVII of this agreement as not accruing for seniority purposes.

Section 2. For Probationary Employees

A. Probationary employees will not have any seniority. New employees will be considered probationary employees until they have satisfactorily filled a vacancy for sixty (60) working days under the supervision of the building administrator.

B. After satisfactory completion of the probationary period, an employee's seniority will revert to his/her original date of full time hire. During the probationary period, the employee may be terminated without regard to seniority and Grievance Procedures. Probationary employees are prohibited from bidding another job opening, unless no one else bids for the position.

Section 3. Seniority List

The Employer shall prepare a seniority list annually or upon change of the previous list. A copy of such list shall be posted on each Union bulletin board and two (2) copies shall be sent to the Union. When the seniority dates of two or more full time employees are the same, their seniority shall be according to the alphabetical order of their surnames. It shall be the responsibility of each full time employee to notify the Employer of any error in the seniority list.

Section 4. Layoff and Recall

A. When a reduction in the work force is necessary, employees shall be laid off in accordance with seniority in their job classification provided that the remaining employees possess the necessary skill, qualifications, necessary licensure and ability to perform the available work in an efficient manner. Affected employees who are removed from their job classification may exercise their seniority by bumping in to a lower job classification for which the employee is properly qualified and able to perform the available work. Probationary and temporary employees will be laid off before any full time employee.

B. Whenever practical, full time employees to be laid off will be notified at least ten (10) work days prior to the effective date of the layoff. Unless circumstances make the giving of advance notice impractical, no full time employee will be laid off without having received at least forty eight (48) hours notice. The Union will be notified at the same time as the affected employee.

C. Recall of laid off full time employees shall be in inverse order of seniority. The laid off full time employee with the most seniority will be recalled first, provided such full time employee is properly qualified, licensed and able to perform the available work in a satisfactory and efficient manner.

D. The Employer will notify in writing those full time employees who are to return to work by mailing such notice by certified mail, return receipt requested, to the last address furnished the Employer by the full time employee. A full time employee thus notified, must, within three (3)

days after receipt of such notification, advise the Employer whether he/she intends to return to work and must report to work within ten (10) days after such receipt unless the Employer extends such time in writing. Failure to report for work within the ten (10) day time limit, or within an extension if granted, shall be cause for termination of employment. In the event an employee does not sign for the certified mail within five (5) calendar days, the employee is considered to have been notified.

E. A laid off full time Employee may elect to continue his/her medical insurance coverage under COBRA guidelines. The full time employee will bear the entire cost of such insurance continuation and must make payment to the Employer within fifteen (15) days of being invoiced. Failure to make payment on time will cancel all benefits.

F. Any full time employee who is discharged for cause, who quits voluntarily, or whose employment is otherwise terminated shall forfeit his/her seniority and all other rights and benefits under this agreement. If such full time employee should later be re-employed in the bargaining unit, his/her seniority and all other rights and benefits will begin anew as of the new date of hire; provided he/she satisfactorily completes his/her probationary period.

G. Seniority and the employment relationship shall terminate after a full time employee has been continuously laid off for a period of one (1) year; provided, however, if during the final thirty (30) days of such layoff the full time employee makes written request to the Employer by certified mail, his/her seniority shall be extended for an additional period of one (1) year. In no event shall seniority on layoff be extended beyond two (2) years.

ARTICLE X: Filling of Vacancies.

Custodial

A. When it is necessary to fill a temporary vacancy at the beginning of the shift in the job classification of head custodian because of the absence of a full time employee regularly assigned to such classification, it shall be filled by an employee in the following order of preference.

- (1) The assistant head custodian, if any, regularly Assigned to the unit where the vacancy exists or
- (2) The senior qualified custodian, if any, regularly assigned to the unit where the vacancy exists or
- (3) The junior qualified custodian from a unit determined by the Employer other than the unit where the vacancy exists.
- (4) Employee on an upgrade assignment will not lose the upgrade assignment if he/she takes vacation time, however, the employee will be paid at his/her regular rate of pay while on vacation.

B. When it is necessary to fill a temporary vacancy occurring at the beginning of the shift in the job classification of assist head custodian because of the absence of a full time employee regularly assigned to such job classification, it shall be filled by the senior qualified custodian regularly assigned to the unit where the vacancy exists.

C. When it is necessary to fill a temporary vacancy occurring at the beginning of the shift in the job classification of custodian because of the absence of a full time employee regularly assigned to such classification, or created by the assignment of a custodian to fill a temporary vacancy, it will normally be filled by hiring a substitute custodian, if one is available.

Maintenance

D. When it is necessary to fill a temporary vacancy occurring at the beginning of the shift in a "Head" maintenance classification because of the absence of a full time employee regularly assigned to such classification, it shall be filled by the senior lower paid qualified full time employee, if any, in a job classification having the same primary duties as the "Head"

maintenance classification in which the vacancy exists.

E. A full time custodial employee who desires to be considered for the filling of temporary vacancies in a basic maintenance classification may file a written request with the Supervisor of Maintenance on an appropriate form available from that office.

F. When it is necessary to fill a temporary vacancy occurring at the beginning of the shift in a basic maintenance classification because of the absence of a full time employee regularly assigned to such classification, or created by the assignment of a full time maintenance employee to fill a temporary vacancy, the Employer may elect to fill the vacancy with a full time custodial employee who has a request on file for such classification. In such event, the senior qualified custodian who has filed a request for the applicable upgrade will be assigned to fill the temporary vacancy.

G. Nothing in this agreement will require the Employer to fill a temporary vacancy with unqualified/unlicensed personnel.

H. Custodial/Maintenance full time will fill out requests for upgrades once every six months. The individual employee will be responsible for filling out requests & for presenting them to the employer. Seniority along with previous experience, knowledge, qualifications and aptitude will be considered. If in the judgment of administration, the employee does not have the basic needed ability to perform the task, the employee will be so notified.

Section 2. Full Time Vacancies

A. Because we serve children, it is recognized that the public holds School Employees to a higher standard of behavior. Therefore the District will not employ anyone convicted of a felony. It will not knowingly employ anyone illegally involved in drug activities of any kind. It may dismiss employees after due process has been followed through the grievance process for such things as those listed above, for knowingly violating school policy and procedures or safety standards, for refusal to use safety equipment, or for failure to comply with local, state and/or federal laws and regulations.

In filling full time vacancies in job classifications the Employer accepts the principle that qualified full time employees having the greatest seniority shall be preferred for promotion or transfer to such job classification.

B. When it is necessary to fill a full time vacancy in either an established job classification or in a newly created job classification, a notice of the vacancy will be posted on the Union bulletin board at each unit. Such notice shall indicate the job classification in which the vacancy is to be filled, the location if the vacancy is custodial, and the shift assignment anticipated at the time of posting. All full time employees who wish to be considered as applicants for the vacancy shall within three (3) working days after the date of posting, file written applications requesting such consideration. Such applications shall be on Forms prescribed by the Employer and shall show the qualifications of the applicant for the vacancy. All applicants for the vacancy shall be considered in the order of their seniority and the senior qualified applicant shall be assigned to fill the vacancy. All proper applications received less than one posting shall be held valid until a full time employee has satisfactorily completed his/her probationary period. If two (2) or more full time vacancies are posted at the same time, and a full time employee files applications for more than one (1) he/she shall indicate his/her preference.

C. The Employer reserves the right: (a) to employ individuals with special abilities or training from outside the organization when such services are required and not immediately available within the organization, or (b) to employ a qualified individual to fill a posted full time vacancy for which there is no qualified applicant.

D. If a full time employee is on authorized leave during the three (3) working day posting period of a full time vacancy, he/she is eligible to bid, provided he/she returns to work within thirty (30) calendar days after such vacancy was first posted and files his/her application within three (3) days after his/her return.

E. The Head Custodian at a site will be asked for input by the property supervisor regarding the filling of the vacancy at that site.

F. Full time employee, whether a 0.5 FTE or a 1.0 FTE, for this contract, is defined as a regular employee who has successfully completed their probationary status as a new employee.

Section 3. Qualifications

In all cases in which qualifications of a full time employee are considered, the determination of qualifications is a function of Management. Qualifications shall be judged by Management in a fair manner and a question of such fairness may be submitted to arbitration, if not settled under the Grievance Procedure as provided in the Agreement. In determining such full time employee's qualifications, the Employer will consider his/her education, aptitude, skill experience, proficiency, cooperation, physical fitness, attendance record, and any other applicable qualifications that might have bearing on the job classification wherein the vacancy is to be filled. The Employer may use whatever tests it considers helpful, either written or practical, to aid in determining the qualifications of an employee and if tests are used the Employer will disclose to the Union, if the Union requests, what tests were utilized in any given case.

B. After his/her qualifications to hold a job within a particular classification have been approved by Management, the full time employee will be given a probationary period of at least five (5) work days, but not more than ten (10) work days, (during the time that his/her supervisor is present on the job) to demonstrate his/her ability and aptitude for the work of such classification.

C. If the senior bidder fails to retain the position, he/she will be placed back in the position and wage rate, which he/she held prior to his/her promotion. The next senior qualified bidder will then be given the opportunity to fill the position.

If an employee accepts a bid position, he/she may re-bid on a position, which may come open during his/her probationary status. However, because he/she did not complete his/her probationary period in this position he/she will forfeit his/her right to return to it should he/she not successfully complete his/her secondary probationary period. He/She will be returned to the position and rate from which he/she originally bid.

D. The determination of the size of the work force, the number of full time employees to hold each job classification, the number of full time employees to be assigned to each shift and the job classification to be represented on each shift at each work location are functions of Management.

E. Nothing in this Agreement shall be construed to require the Employer to fill a full time vacancy in any job classification.

Section 4. Notice of Action.

A. As soon as the successful applicant, if any, for a posted permanent vacancy has been determined, the Employer will promptly post an announcement on the Union bulletin boards, if no applications were filed for the vacancy, or none of the applicants were judged by Management to be qualified, the announcement will state that there were no qualified applicants or "bidders".

B. Any full time employee who is disqualified for any base job classification shall be notified in writing of such disqualification with the reason stated for such action. The full time employee will be provided with two (2) copies of such notice: one for himself/herself and one for the Union.

ARTICLE XI: Discipline and Discharge.

Section 1. Discipline

A. It is recognized that the establishment and enforcement of reasonable standards of conduct and the right to maintain discipline and efficiency of all full time employees are prerogatives of Management. In the exercise of such prerogatives disciplinary action shall include, but not be limited to, the following:

- (1) Oral discussion with counseling; Memo of such discussion and topic(s) discussed to be signed by both parties or a witness or Union Representative for the Employee
- (2) Written reprimand: Signed by both parties and a witness or Union Representative for the employee.
- (3) Requiring payment for intentional or negligent destruction of, damage to or loss of school property;
- (4) Disciplinary suspension without pay for 3 to 5 days;
- (5) Discharge.

B. Failure by a full time employee either (a) to fulfill his/her responsibilities as an employee or (b) to live up to the principles set forth in the Preamble of this Agreement shall be cause for disciplinary action.

C. No full time Employee is to be reprimanded publicly or in the presence of his/her fellow employees by the Employer, or an accredited representative of the Employer, or in such a manner as to cause the full time employee unwarranted embarrassment.

Section 2. Discharge

A. Subject to the limitations contained in Article III, Section 3, a full time employee shall be discharged only for just cause; however, such just cause shall not apply in the case of an employee who has not completed his/her probationary period or to a substitute or temporary employee.

B. When a full time employee commits an offense for which he/she is subject to discharge, he/she will be notified in writing. The employee will sign for receipt of this notification. The full time employee is to furnish a copy of such notice to the Union.

C. The Union shall have the right to initiate in Step 3 of the Grievance Procedure a grievance if the employee is discharged as a result of the offense committed, and if unresolved in Step 3; the grievance may be submitted to arbitration pursuant to the provisions of Article XII, Section 4, of this Agreement.

ARTICLE XII: Grievance Procedure.

Section 1

A. Definition of Grievance: A grievance is defined as a statement by an employee that the District has violated a specific provision of this Agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself, rather than any individual. The Union may itself grieve only with respect to an alleged violation by the District of any express term of Article II, General Provisions governing Association Rights. The filing or pendency of a grievance shall not delay or interfere with implementation of any District

action during the processing thereof

- B Definition of a Steward: A steward is an employee of the Employer designated by the Union to handle grievances originating in his/her group or department, and shall be recognized as such by the employer upon receipt of written notice thereof from the Union.
- C Definition of the Grievance Committee: The Grievance committee is a committee comprised of not more than five (5) employees, including the chief steward, designated by the Union which shall perform such duties as are provided for in Section 3, Step 3 of this Article. The Union shall notify the Employer in writing of the persons so designated.

Section 2.

- A. To effectuate the purposes of this Article, the Union will designate the following stewards:
- (1) One for Senior High School
 - (2) One for Carlsbad Sixth Grade Academy
 - (3) One for Carlsbad Intermediate School
 - (4) One for the Maintenance department
 - (5) One for elementary schools
 - (6) One chief steward

The chief steward will serve as chairman of the grievance committee.

- B. The stewards, chief steward and the grievance committee shall lose no scheduled pay in the handling of grievances prior to arbitration.
- C. No steward shall go around on school premises more than is required by his/her work for the Employer, except as necessary to investigate or process grievances during working hours. No steward shall leave his/her regular duties unless he/she requests and obtains proper release before leaving his/her job. The immediate supervisor will not withhold release unnecessarily. Upon entering a building unit, the principal must be notified of the nature of the visit by a steward or the Chief Steward. In order to avoid confusion and minimize interference with work, discussion of grievances, insofar as possible, shall be confined to the beginning or end of shifts or the lunch period.

Section 3.

- A. When an employee has a grievance, only the following methods of settlement, in the order specified and within the time limits specified, shall be used:

STEP 1: Informal Stage-Supervisor

The employee, or the employee together with the steward must submit the grievance orally to the employee's immediate supervisor within five (5) working days after the occurrence of the incident on which the grievance is based. Both parties must sign a statement of topics discussed.

STEP 2: Beginning of Formal Stage-Supervisor

If satisfaction is not obtained under Step 1 within five (5) working days following the presentation of the grievance to the immediate supervisor, the following procedure will be observed:

- (1) If the grievant is a custodial employee or the grievance is of custodial origin, the chief steward shall present the grievance in writing to the immediate supervisor.
- (2) If the grievant is a maintenance employee or the grievance is of a maintenance nature, the chief steward or the steward shall present the grievance in writing to the

Supervisor of Maintenance. The written grievance shall be on a form mutually acceptable to the Employer and the Union and must be signed by the employee, the steward and the immediate supervisor, and shall contain substantially the following information:

- (a) A statement of the grievance
- (b) The date and time of the incident, upon which the grievance is based, where it occurred and the names of Witnesses, (if any), to the occurrence.
- (c) The specific provision or provisions of the Agreement relied upon or claimed to have been misapplied, and
- (d) The remedy or settlement requested.

Within five (5) working days after receipt of the grievance in writing, the immediate supervisor or the Supervisor of Maintenance, as the case may be, will submit his/her written decision to the Union.

STEP 3-Director of Operations

If the Supervisor's written decision at Step 2 is not satisfactory to the Union, the written grievance may be submitted to the Director of Operations/designee within 5 (five) working days following receipt of the Employers written Step 2 decision. The Employer will respond in writing within 7 (seven) working days.

STEP 4-Superintendent/Assistant Superintendents

If the employer's written decision at Step 3 is not satisfactory to the Union, the written grievance may be submitted to the Assistant Superintendents or his/her designee within five (5) working days following receipt of the Employer's written Step 3 decision. The Asst. Superintendent or his/her designated representative, along with any other school administrative personnel of his/her selection, will meet with the grievance committee within seven (7) working days following submission of the grievance by the Union and may, by mutual agreement, place more than one grievance on the agenda for discussion at a single Step 4 meeting.

Witnesses whose testimony is pertinent to the settlement of a grievance may be called to a Step 4 meeting; provided if such witnesses are employees whose appearance at the meeting will require them to be away from the job during scheduled working time, advance arrangements shall be made and the Employer reserves the right to limit the number who may be called for the same meeting.

Any settlement of a written grievance shall be reduced to writing and signed by the Superintendent or his/her designated representative and the Staff Representative of the Union.

The recognized purpose of meetings with the grievance at Step 4 will be to attempt settlement of pending grievances(s).

If agreement on any written grievance is not reached in Step 4, the Assistant Superintendent or representative will give a written decision on such grievance no later than five (5) workdays following the Step 4 meeting at which the grievance was discussed. If the parties at this level do not resolve the grievance, both parties may appeal this Step 4 decision to the School Board of Education.

STEP 5-Arbitration

If the Superintendent or his/her Assistant Superintendent and the grievance committee shall fail to reach agreement upon any grievance presented, either party may take such grievance to arbitration under Section 4 of this Article by notifying the other party in writing within five (5) work days following the date of the written decision given by the Board or its representative.

Section 4

Grievances, which are presented for arbitration, shall be handled as set forth in the Public Employee Bargaining Act.

Within seven (7) workdays after timely notification by one party to the other of a desire to refer a grievance to arbitration, Employer and Union shall attempt mutually to select an arbitrator. If the parties are unable to agree on such, they will jointly request the Director of the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators from which they shall select a single arbitrator by the process of alternate elimination. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name; and after this procedure has been repeated, the remaining person shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union. If they require a verbatim record arbitrator both parties will share equally in the cost. Otherwise, the side wishing a written record will pay totally for such record. The decision of the arbitrator shall be final and binding upon all parties, but the arbitrator shall not render a decision on any matter not submitted to him/her or covered by the terms of the Agreement.

ARTICLE XIII: Hours of Work

Section 1. Hours of Work

A. The work day is defined as the twenty-four (24) period starting with the beginning of the first shift; the first shift being the day shift. Eight (8) hours worked in twenty-four (24) hours shall constitute a day's work.

B. The work week shall be the period commencing at the start of the first shift on Monday and extending to the start of the first shift on the following Monday. Forty (40) hours worked shall constitute a week's work. Nothing in this Agreement shall be construed as a guarantee of the number of hours to be worked by any employee in any day or any week. The normal hours of work shall be eight (8) hours each day. The employee shall clock in at the beginning of their shift and clock out at the end of their shift. If an employee forgets or is not able to clock in or out, they must have the head custodian or direct supervisor sign their time card. A repeated pattern of an employee not clocking in and out according to procedures, could lead to discipline. Such eight (8) hours shall be consecutive, insofar as practicable, except for interruptions for lunch periods for those full time employees having regularly scheduled lunch periods. The employee and his/her immediate supervisor must mutually agree to deviation from the above.

C. The first (1st) shift will be eight (8) hours excluding a lunch period between the hours of 6:00 a.m. and 4:30 p.m. The second (2nd) shift will be eight (8) consecutive hours including a thirty (30) minute lunch period between the hours of 3:00 p.m. and 11:00 p.m. Waiver to the above hours can be obtained by the site employee and building supervisor/principal requesting such change through district supervisor/designee.

D. Each full time employee will be scheduled to work a regular shift with regular starting time and a regular quitting time. It is anticipated that the second shift will not be worked during non- school days; it is agreed that no call out pay or overtime pay will be paid for shift changes that result from observance of this section.

E. Except during emergencies, each employee will be allowed a fifteen (15) minute rest period near the middle of the first half of the work shift and a fifteen (15) minute rest period near the middle of the second half of the work shift. Such rest periods must be taken on school property at the work site at times approved by the employee's supervisor.

F. Work schedules showing the employee's day of work, shifts and hours of work shall be posted at all times. Except for emergency situations, the Employer will make every effort to give full time employees notice of changes in work schedules at least five (5) calendar days prior to the effective date of a new schedule.

G. It is understood that the Employer may vary or establish an employee's work schedule different from the normal hours when it is necessary due to special events.

H. It is understood that Carlsbad Senior High P.E. Complex (Natatorium) requires night shift personnel on a year round basis. Therefore the position will be placed on the bid announcement as such. The Principal/Supervisor will still be responsible as in all other positions for assigning additional summer or regular duties as needed.

ARTICLE XIV: Overtime

Section 1.

A. All time worked by a full time employee in excess of the normal eight (8) hours within a workday shall be paid for at time and one half (1+1/2) the employee's base hourly wage rate, provided that this Paragraph does not apply to such time worked in excess of eight (8) hours occasioned by (1) work schedule changes made at the request of the bargaining unit employee, or (2) changes made necessary by movement of successful bidders, or (3) changes as a result of not scheduling work on the second shift during the time school is not in session as provided in Article IV, Section I Paragraph F.

B. All time worked by employees in excess of forty (40) straight time hours within a workweek shall be paid for on the basis of time and one-half (1+1/2) the employee's base hourly wage rate.

C. Any full time employee called to work outside of his/her regularly scheduled shift, shall be paid for the minimum of two (2) hours at the rate of time and one-half (1+1/2) once the employee has worked 40 hours for the week as per Labor Law Standards. However, it is assumed any employee called out would have worked a 40 hour week and be entitled to time and one-half. If the call time works assignment and the full-time employee's regular shift overlap, the full time employee shall be paid the call time rate of time and one-half (1+1/2) until he/she completes one hour of work. The employee shall then be paid for the balance of his/her regular work shift at the appropriate rate. Call time is to compensate the full time employee for time worked in special or emergency situations and shall not be applicable in situations involving planned overtime.

D. A full time employee who is required to work seven (7) consecutive days in any workweek shall be paid double time on the seventh day worked in such week.

E. Time not worked, even though paid for (sick/personal/non work days), shall not be treated as time worked for the purpose of computing overtime, with the exception of recognized holiday pay, which will be recognized with the 8-hour week.

F. It is mutually understood and agreed that payment of overtime rates shall not be duplicated for the same hours worked. Hours paid for at overtime rate shall not be counted further for any purpose in determining overtime pay. There shall be no pyramiding of statutory overtime upon contractual overtime.

Section 2.

A. Overtime will not be worked unless authorized by the appropriate supervisor. It is understood that this section does not assume that each full time employee will at any given time have received the same number of overtime hours but merely expresses the Fundamental policy of the Employer to keep such overtime as nearly in balance from time to time as is practicable under the circumstances

B. Full time employees who request to be excused for reasonable cause and are excused from working overtime on a particular day shall be charged with the overtime hours which they otherwise would have worked on that day.

C. A list shall be kept by the head custodian at each school and the foreman for the maintenance department showing a record of all overtime. Annually, effective July 1, the overtime total for each employee on the list shall be reduced to zero (0).

D. If a full time employee is temporarily upgraded to a higher paid job classification for a period in excess of one (1) day, upon his/her return to his/her regular classification, the highest number of hours of overtime worked by any full time employee in his/her regular classification at his/her unit, during the period of his/her upgrading, shall be added to the returning full time employee's overtime record.

ARTICLE XV: Holidays

Section 1.

A. The following days shall be recognized as holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve, Christmas Day, Day following Christmas, and New Year's Eve.

B Each full time employee, actively employed prior to a recognized holiday, who does work on such holiday, shall be paid at the rate of time and one-half (1+1/2) of his/her base hourly wage rate as holiday pay. If an employee is required to work, due to emergency conditions, on a recognized holiday, he/she shall be paid at time and one-half (1+1/2). Any hours worked in excess of eight on a recognized holiday shall be paid at a rate of two times their regular hourly rate.

C. It is further understood and agrees, however, that no day on which regular school classes are in session shall be observed as a holiday. If a recognized holiday falls on a regularly scheduled school day, an employee shall be paid for working that day on the basis of a normal working day, then the employee shall take this as an additional day in conjunction with his/her vacation or Sports Day.

Section 2.

A. Whenever a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a recognized holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

B. For the purpose of this article a holiday is defined as the twenty-four (24) hour period beginning at 12:01 a.m. on the day observed as the holiday.

C. If a recognized holiday falls within the period of an employee's vacation, the employee shall be permitted to extend his/her vacation by the number of holidays that fall within his/her vacation period. Should a recognized holiday fall while school is in session, then the employee shall be permitted to substitute those day(s) for time off during the spring or Winter break.

ARTICLE XVI: Vacation

Section 1.

A. Subject to the conditions set forth in this Article full time employees shall be entitled to vacations on the following schedule:

Following continuous service of:

0 thru 1 year	pro rata 1:26 days worked
1 thru 5 years	10 working days
6 thru 15 years	15 working days
16 years and over	20 working days

B. Working time lost by a permanent employee as a result of authorized absence due to sick leave, catastrophe leave, personal emergency leave, recognized holidays and vacations shall be counted as time worked in computing the full time employee's continuous service for the purpose of determining the amount of vacation to which he/she is entitled.

Section 2.

A. All prior year earned Vacation days must be taken two (2) weeks prior to the start of school, unless the employee and the appropriate supervising Administrator mutually agree upon another time in writing. Vacations due an employee may be used by him/her to extend his/her sick leave, if necessary, or during an absence due to illness in the full time employee's immediate family (as defined in Article XVII) provided the employee obtain written authorization from the supervising administrator in advance of his/her leave.

B. All requests for vacation dates shall be filed with the custodial supervisor, on Forms provided by the Employer, at least seven (7) working days prior to the vacation period requested. This form should be signed off on by the principal at the work site and forwarded to the custodial supervisor. In case of conflict, seniority will be given due consideration; however, all vacation requests filed before May 1 will take precedence over those filed later. The Employer will endeavor to grant vacation dates requested.

C. Save Harmless Clause: All employees with above twenty (20)) working days of vacation will retain these days as paid vacation.

D. When work conditions are critical during the last three months of the vacation period the Administration can offer to pay an employee for up to five (5) days of additional vacation in lieu of the employee taking such vacation. It will be at the employee's option whether or not to accept this offer.

E. When the annual vacation period of the Carlsbad Schools will end before a full time employee has accrued vacation days on a pro rata basis he/she shall be granted vacation according to the number of days of continuous service he/she has thus far completed.

F. Current employees who are presently eligible for more than twenty (20) days of vacation will retain that number of vacation days for the duration of their employment.

Section 3.

A. Upon the death of a full time Employee his/her accrued but unused vacation, if any, shall be paid to his/her designated beneficiary on his/her Educational Retirement Association application form.

B. When a full time Employee who has completed one or more years of continuous service is leaving the service of the Employer for any reason, he/she shall be entitled to a prorated vacation payment based upon the number of days of continuous service completed at his/her date of termination; provided, however, that an employee who resigns shall forfeit such payment if he/she fails to give his/her supervisor ten (10) days written notice of his/her resignation. A full time employee who gives such notice shall be guaranteed ten (10) days of work unless a replacement becomes available in less than ten (10) working days and the Employer and the full time employee mutually agree to an earlier termination date, in which case pay will be due the full time employee only for the days actually worked.

C. Employees, with the Supervisor's approval, may request vacation days as long as it does not interfere with Special Activities.

ARTICLE XVII: Leave of Absence

Section 1. Immediate Family Definition.

"Immediate Family" is defined as the full time employee's spouse, children, mother, father, sister or brother, and the spouse's mother, father, sister, brother or someone who is living or has lived in the immediate family relationship for over one (1) year.

Section 2. Sick Leave

- A. Sick leave shall be accumulated for all FULL TIME employees at the rate of one (1) day per month worked, pro-rated for contractual employees working twenty (20) hours or more, beginning the date of employment and continue on an unlimited basis. The employee may have credit for the year's allotment of leave at the beginning of each contract year. If the employee terminates employment prior to earning the days but after using all or part of the allotment, a deduction for these unearned days will be taken from the employee's final paycheck.
- B. Sick leave benefits are payable at the full time employee's hourly rate for his/her job classification, as shown on the Employer's records at the time the Sick Leave benefits are used.
- C. Sick leave when taken shall only count on the actual working days during illness, and shall be deducted from the amount accumulated by the full time employee.
- D. Any full time employee going to be absent from work on a scheduled shift, due to being sick or for any other reason shall by all means possible, let his/her supervisor know, by two (2) hours before his/her scheduled shift time. Failure to personally notify his/her supervisor within two (2) hours before the start of the shift will void sick leave payment for that day. Emergency conditions excluded.
- E. A full time employee absent on Sick Leave for more than three (3) days, shall furnish his/her supervisor a doctor's release before returning to work. This is for both the employee and employers protection (establishment of cause for disability for the employee and safety to return to work for the employer).
- F. If while on Sick Leave, a full time employee works for pay or profit, the employee shall have provided just cause for termination of employment recognizing that due process will be followed.
- G. If a full time employee who requests and collects Sick Leave benefits is found not actually to have qualified for the benefit, such full time employee shall be subject to disciplinary action.
- H. Previously earned Leave may be used by a full time employee for absence due to illness in the immediate family. Such absences are limited to five (5) days and must have prior approval of the employee's supervisor.
- I. If an employee exceeds his/her leave by 10 unpaid days for other than serious illness documented by a physician, or other purposes, he/she will be subject to disciplinary action up to and including discharge.
- J. Employees shall receive \$20 (twenty dollars) for half (1/2) of all accrued sick leave days at retirement or when voluntarily leaving the district after at least 5 (five) years of service. The cap for compensation purposes will be 240 (two hundred forty) days.

Section 3. Personal Leave

- A. All employees will have four (5) personal days per year at no cost to the employee. New leave would begin the following year on the beginning contract date. If the employee does not use up 3 of the 5 personal days, the days will roll over into the employee's sick leave balance. Including sick days, this comes to a total of 14 days.
- B. A full time employee with three or more years of service with the Schools, may be granted a leave of absence without loss of seniority but without pay for a period of up to one year, provided

the employee can show a legitimate reason for such leave and request the leave in writing to his/her principal/Administrator at least ten (10) days prior to the day on which the leave is to begin; and provided further that the leave, including its specific duration is agreed to by the Principal/Administrator and approved by the Personnel Office prior to the start of such leave.

C. Acceptance of employment elsewhere for pay or engaging in any business activity for profit while on leave of absence shall constitute just cause for termination of employment recognizing that due process will be followed unless the leave of absence is granted with the specific understanding and permission of the employer that other employment is to be undertaken.

D. Any full time employee whose absence continues beyond the expiration of his/her leave regardless of the type of leave shall be "absent without leave" and subject to disciplinary action unless the employee requests and is granted, prior to the expiration of his/her leave an extension of his/her time to report back to work.

Section 4. Jury Duty Leave.

A. A full time employee summoned to jury duty, if such duty interferes with his/her work for the Carlsbad Schools, shall be granted leave each time he/she is required to report for jury duty. A full time employee who receives a summons for jury duty shall let his/her supervisor know immediately. Any compensation received for jury duty must be submitted to the business office upon receipt. The employee will continue to receive the regular rate of pay for the employees normal work day. (Mileage for use of a personal vehicle would be an exception.) The employee may retain payment for mileage.

B. If the employee is released from jury duty prior to the end of his/her normal work day the employee shall return to work.

Section 5. Military Leave.

A. Military Leave shall be granted full time employees only in accordance with applicable statutes governing such leaves.

Section 6. Union Business.

A. A member of the Union selected to participate in a training course, seminar or other similar union activity, or for another reasonable purpose, may be granted a leave of absence without pay if approved by MANAGEMENT. A leave of absence for such Union activity may not exceed one (1) month, but it may be renewed or extended for similar periods if requested by the Union and approved by MANAGEMENT. The full time employee shall continue to accrue vacation, sick leave and seniority while on such short-term leaves of absence of thirty (30) days or less. Such requests must be made in writing a minimum of ten (10) working days in advance and will be limited to a maximum of ninety (90) days in any twelve (12) month period. No more than two (2) employees can be on such leave at any one time.

B. A full time employee elected or appointed to full time employment either in a public office or a position with the Union, if serving in such position or office interferes with the employees regular duties, may be granted a leave of absence without pay for the term of office or position provided that at the time of the request for such leave no other full time employee from the same jurisdiction is on long term leave of absence for a similar purpose. The employee who is granted such a leave forfeits all full time employee rights, benefits and privileges except that such full time employee shall retain his/her seniority. Leaves granted without a specific office length will be limited to one (1) year. An additional year may be approved upon written request.

C. Time lost on Union business, if requested, may be applied to unused vacation.

D. Night shift custodians may pool one day's breaks and lunch period and utilize that time to attend meetings of the local Union once monthly. Prior written approval by the immediate supervisor and Building Administrator is required.

Section 7. Education Leave.

A. Upon the written request of a full time employee the employee may be granted a leave of absence without pay or other benefits from the Carlsbad Schools, to attend seminars, conferences, briefing sessions or other types of educational endeavors designed to improve the individual's skill and ability in order to enhance his/her potential for advancement with the Employer. Such a leave of absence, if granted, will not exceed one (1) year, and the full time employee will retain but not accrue seniority in the bargaining unit.

ARTICLE XVIII: Wages.

Section 1. Wages.

See Appendix A-2: Wage Rates - Number 5

A. Full time employees shall be compensated in accordance with the Wage Schedule attached to this Agreement. Such attached Wage Schedule shall be considered a part of this Agreement

B. When a full time employee is temporarily assigned to work in a job classification for one (1) hour or more, he/she shall be paid for such time worked at the higher rate. Custodians may perform maintenance work that falls within the custodian's ability, as determined collaboratively by the supervisor of the unit and the employee, without benefit of a higher wage rate or change in classification on a limited basis. A full time employee temporarily assigned or transferred to a lower paid job classification shall maintain his/her regular rate of pay.

C. When a new position not listed in the Wage Schedule of this Agreement is established, the Employer will prescribe the duties of the new job classification, designate its' title and set its' wage rate. The base wage rate for such a new job classification shall be comparable to those paid by the Employer on job classifications of similar skill and responsibility. In the event the Union does not agree that the wage rate set by the Employer is appropriate, it shall have a recourse to the Grievance Procedure of this Agreement.

Section 2. Travel Time.

A. All full time employees shall have a normal place and time to report for work. Employees assigned to multiple worksites will clock out and be released from their last worksite.

B. In the event a full time employee is required, as a result of a specific request by his/her supervisor, to use his/her own vehicle in performing school business, he/she shall be paid the District approved mileage rate per mile by the Employer. Such requests must be approved by the Maintenance Supervisor or Director of Operations prior to actually being done and such payment shall be made monthly as reported by the Maintenance Supervisor or Director of Operations. If neither is available, the site Supervisor may authorize such travel and will then be responsible to report the travel to the Maintenance Supervisor.

C. Insurance. It is agreed by the parties that the changes to the NMPSIA Plan, as identified on the Sammy Quintana memo dated March 8, 2007, will be implemented effective July 1, 2007, and October 1, 2007.

Section 3. Pay Period

The wages of all employees shall be paid bi-monthly on the fifteenth (15th) and thirtieth (30th) of each month. In the event this day is a holiday or weekend, the preceding workday shall be the payday. State regulations require that employees be paid on the last workday before the pay date.

ARTICLE XIX: Term of Agreement.

Section 1. Duration.

This agreement shall be effective as of the First (1st) day of July 2021, and shall remain in full force and effect through June 30, 2024, with a wage opener and 2 articles on each side for each year of the agreement prior to July 1, of each year.

A. All provisions of this Agreement shall remain in full force and effect during the term of this Agreement, except as it may be amended in accordance with Paragraph B of this section, and shall automatically be renewed for twelve (12) month periods at expiration unless notice of termination or request for modification is given in writing by either party to the other not less than sixty (60) days nor more than seventy (70) days prior to the expiration date.

B. This agreement may be altered only by mutual consent of the Board of Education and the Union. Any such alteration, if agreed to by the parties, may consist of modification, deletion or addition to this Agreement and it shall be in full force and effect during the remainder of its term upon approval by the Board of Education and the Union. There shall be no obligation, expressed or implied, on either of the parties to consider or consent to any alteration to this agreement.

ARTICLE XX: Copies of Agreement.

The Employer agrees to furnish each bargaining unit employee with a copy of this contract and each bargaining unit employee is responsible for learning and understanding the terms of this agreement.

ARTICLE XXI: Legality of Provisions:

Should any provision, part of a provision, or provisions of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States or Governor of the State of New Mexico pursuant to law, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

Article XXII: AGREEMENT SIGNATURES

Frankie Martinez, President
USW Local 8507

Robbie Chacon, President
Carlsbad Municipal Schools
Board of Education

Date: _____

Date: _____

USW Staff Representative

Dr. Gerry Washburn
Superintendent

Date: _____

Date: _____

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**CARLSBAD MUNICIPAL SCHOOLS
CUSTODIAL / MAINTENANCE SALARY SCHEDULE
2023-2024**

CLASSIFICATION		RATE
Head Custodian	High School	\$29.16
	Middle School/Super School	\$25.38
	Elementary School	\$24.86
Asst. Head Custodian	High School	\$24.86
	Middle School	\$24.13
Custodian	Regular	\$23.31
Maintenance	Head Maintenance/Working Foreman	\$32.93
	Lead Carpenter	\$31.60
	Carpenter	\$28.09
	Locksmith	\$31.60
	Lead Plumber (Journeyman)	\$31.60
	Plumber (Journeyman)	\$29.26
	Plumber	\$28.90
	Lead Electrician (Journeyman)	\$31.60
	Electrician (Journeyman)	\$29.26
	Electrician	\$28.90
	Welder (Certified)	\$31.60
	Welder (Non-certified)	\$28.09
	General	\$28.09
Warehouse	Head Warehouseman	\$30.43
	Asst. Warehouseman	\$26.71
	Clerk	\$26.71

1 * SAVE HARMLESS: No employee will lose base salary under this salary schedule.

2 * The parties agree to reopen this contract if the District receives additional money for any employee group within the life of this contract. Steelworkers understand that the District must honor any legal actions of the Legislature.

3* Gas License - additional .69

4* 260 days @ 8 hours. All employees must take a duty free lunch.

5* The Board of Education may increase or decrease all salary schedule, with the approval of the Public Education Department making adjustments in the contract in all personnel categories, depending upon the 40th day state funding for 2023-2024.

NOTICE: Signatures on this contract prohibit any change to the contract without the mutual consent of both parties