

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE  
ROSWELL INDEPENDENT SCHOOL DISTRICT**

**AND THE**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO, CLC**

**MAINTENANCE, CUSTODIAL AND  
SECURITY UNIT**

**July 31, 2017 - June 30, 2021**

**Communications Workers of America  
AFL-CIO, CLC  
8085 E. Prentice Avenue  
Greenwood Village, CO 80111**

**Board of Education  
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AGREEMENT SIGNATURES

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| Exhibit A | DUES DEDUCTION AUTHORIZATION FORM |
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## **ARTICLE 1: RECOGNITION**

In accordance with the Roswell Independent School Board Policy on Labor-Management Relations, the Roswell Independent School District (hereinafter referred to as the “District”) hereby recognizes the Communication Workers of America (hereinafter referred to as the “Union”), as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all regular, non-supervisory and non-managerial, maintenance, custodial, and security workers.

Temporary employees shall not be considered bargaining unit employees entitled to the benefits and rights set forth in this Agreement. For the purposes of this Agreement, temporary employee shall include the following employees:

1. An employee hired to temporarily replace another employee on an approved extended leave of absence.
2. An employee hired to substitute on a day-by-day basis for an employee who is on paid leave or, in the case of an employee who has exhausted all paid leave, for an employee on unpaid leave.
3. A casual or seasonal employee hired for a specific period of time which shall not exceed one thousand forty (1040) hours during any fiscal year. These employees shall be under the supervision of the site supervisor. The site supervisor shall consult with the site custodian concerning the temporary employee’s assignments and responsibilities.

## **ARTICLE 2: COLLECTIVE BARGAINING PROCEDURE**

1. Collective bargaining shall be conducted by authorized Bargaining Representatives of the District and the Union. The parties shall notify each other initially, in writing, of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All written communications from the Union shall be signed by the Vice-President of the Union or designated representative.
2. Collective bargaining meetings shall be held at times and places mutually agreeable to both parties. Upon mutual agreement, the party requesting the meeting shall inform the other party reasonably in advance, of the subjects to be discussed.
3. To ensure a relationship between the District and the Union that is characterized by mutual responsibility and respect, the District and the Union and their respective representatives at all levels will apply the terms of this negotiated Agreement fairly, in accord with its intent.
4. The District will keep the Union leadership informed of any and all policies and procedures relevant to this Agreement. The Union will insure that all bargaining unit employees covered by this Agreement are fairly and equitably represented in all matters required of the Union by the membership in relationship to their employment conditions.
5. The Union will communicate with the District administration on items pertinent to this Agreement or any items of interest to the Union and/or its members.
6. The Union will keep all bargaining unit employees informed of any and all aspects of the Negotiated Agreement, as well as all other pertinent events relevant to their employment which is available to the Union.
7. In order to insure that the Union meets its representation obligation, the District will grant designated Local Union representatives not less than fifteen (15) minutes, in fifteen (15) minute increments, of paid time to participate in new employee orientation. Time spent on new employee orientation will be handled in accordance with Article 6, Conducting Union Business, Section 2. The orientation shall include notifying new hires of the Negotiated Agreement, identifying Local Union officers and representatives, and sharing with new hires Union documentation and membership literature.

**ARTICLE 3: NON-DISCRIMINATION**

1. The District and the Union shall not discriminate against any bargaining unit employee on the basis of race, color, religion, gender, sexual orientation, age, national origin, or disability.
2. The District and the Union shall not discriminate against any bargaining unit employee with regard to the terms and conditions of employment because of the employee's membership or non-membership in the Union.

## **ARTICLE 4: GRIEVANCE & ARBITRATION PROCEDURE**

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to complaints arising with respect to wages, hours, or other terms and conditions of employment as set forth in this Agreement. Any right or benefit set forth in this Agreement and also protected under federal and state law may be enforced by an employee either through the use of this Agreement's grievances procedure or a federal or state agency established to enforce the right or benefit.
2. Definitions
  - 2.1 Grievance.

A grievance shall mean an allegation by an employee or group of employees that there has been a violation of this Agreement.
  - 2.2 Time Limits.

Failure to submit a grievance within ten (10) working days of the date the employee knew or was provided with documentation identifying the action by the Employer or after the employee was made aware of the act or omission that precipitated the grievance, will constitute a forfeiture of right to file. Any decision rendered in a grievance filed within the time limits prescribed herein shall be limited to the party(ies) on whose behalf the grievance was filed unless otherwise agreed to by the District and the Union.

Should the District fail to respond to a grievance within the time limits expressed herein, the Local Union may proceed to the next level of the grievance procedure.
  - 2.3 Grievance Form.

Formal grievances must be submitted on the designated grievance form (attached as Exhibit B) and must contain a statement of the grievance, the name of the employee(s), or a group of employees, the Local Union; the employee's department and job title; the circumstances upon which the grievance is based; the Article and subsections of the Agreement violated; the date of the alleged violation; the Employer's representative alleged to have violated the Agreement; a description of the remedy sought; and the employee's designated Local Union or Union representative.
3. Nothing contained herein shall be considered as limiting the right of an employee to discuss or process a grievance as an individual.
  - 3.1 The parties agree that they shall not retaliate against any party involved in the grievance process.
  - 3.2 In the event the employee chooses to file a grievance on his/her own behalf, the employee has the right to have a Local Union or Union representative present at any step of the grievance procedure.
  - 3.3 An employee may, at the employee's request, be accompanied and/or represented by a Local Union or Union representative at the following meetings:
    - a. A meeting with a District official at the time of being notified of placement on administrative leave, except in cases of an emergency;

- b. An investigatory interview with an employee held with a District official, subsequent to being placed on administrative leave;
- c. A meeting with a District official at which a formal written reprimand is to be issued. Such meetings shall not include evaluation conferences.
- d. An employee who has completed his/her probationary period may be disciplined only for just cause.

A meeting for the purposes described in 3.3, a, b, or c, above, shall be set by the District official through prior notification and lack of representation shall not serve as a cause for failing to attend such meeting.

- 4. After a Local Union representative has filed a grievance neither the Local Union, the grievant(s) nor any District representative shall initiate discussions on the grievance with any person except those persons identified in the grievance process.
- 5. Any written reply to a grievance issued at any level which is not appealed to the succeeding level within the time limits provided shall be considered closed. By mutual written Agreement, the parties may alter the time limits expressed in this Article.
- 6. When a grievance affects a group of employees, it shall be submitted by the Local Union or Union at Step Two of the grievance procedure. Any grievance or appeal, initiated on behalf of the District shall be initiated by the Superintendent, or designee, at Step One.
- 7. The parties will make available, upon written request, relevant documents, unless otherwise protected/privileged by law, to assist the parties in resolving the dispute that are in the possession of the District or the Union/grievant. Any disagreements on relevant and/or protected/privileged information will be resolved by the Arbitrator or Labor Board.
- 8. The grievant must be present at all meetings of the grievance procedure, unless otherwise mutually agreed to by both parties in advance of the grievance meeting. If witnesses, including the grievant, are unable to be present, the processing of the grievance shall not be delayed more than two (2) working days. Employees called as witnesses to give testimony in a grievance meeting (not including arbitration) conducted during the work hours of the employee, shall be granted time off with pay to attend such meetings.
- 9. Grievances shall be processed in accordance with the following procedure steps:

9.1 Informal Grievance Meeting. The aggrieved employee(s) or the designated Local Union Representative shall meet within ten (10) working days after the date the employee was provided with documentation identifying the action by the Employer or after the employee knew, or was made aware of the act or omission that precipitated the grievance, with the Immediate Supervisor in an informal meeting to attempt resolution of the grievance.

If the immediate supervisor is not the District Representative who implemented the action that precipitated the grievance, or if the immediate supervisor does not have the authority to grant the redress requested by the Grievant, the grievance may be filed with the Assistant Superintendent for Human Resources or the Assistant Superintendent's designee.

9.2 Step One

A formal grievance may be filed in writing with the Assistant Superintendent of Human Resources no later than ten (10) working days after the date the employee was provided with documentation identifying the action by the Employer or after the employee knew, or was made aware of the act or omission that precipitated the grievance. No later than ten (10) working days after receiving the written grievance, the Assistant Superintendent of Human Resources shall conduct a meeting with the employee and the Local Union representative. No later than ten (10) working days after the close of the meeting, the Assistant Superintendent of Human Resources shall submit a written grievance response to the grievant or the Local Union Representative if the Union submitted the grievance on behalf of the employee. If the response is not considered to be a satisfactory settlement of the grievance, the Local Union Representative may appeal the grievance to Step Two.

### 9.3 Step Two

Within ten (10) working days following receipt of the Step Two response, appeal the grievance, in writing, to the Superintendent. The Superintendent shall conduct a meeting with the Union Representative. No later than ten (10) working days after the close of the meeting, the Superintendent shall submit a written grievance response to the Union and the grievant. If in the opinion of the Union, a satisfactory settlement is not obtained, the Union may proceed to Arbitration.

Within ten (10) working days following receipt of the Employer's Step Two response, the party requesting arbitration must deliver to the Superintendent a written letter of intent to proceed to arbitration.

9.4 Within ten (10) working days following receipt of the written letter of intent to proceed to arbitration, the party requesting arbitration shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) names from which the arbitrator shall be selected. A copy of the request will be delivered to the other party after the request is made.

9.5 Any dispute arising between the parties with regard to an alleged violation of a provision of this Agreement may be submitted to arbitration in accordance with the procedures set forth in this Article. If any questions arise as to the arbitrability of a grievance, such questions shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

In addition, no matter may proceed to arbitration if:

9.5.1 The procedure for settlement of the grievance has not been exhausted; and

9.5.2 The dispute involves a provision of this Agreement which specified that it is not subject to arbitration; or

9.5.3 The dispute involves a matter in which the District is without authority to act.

10. Arbitration shall be conducted by one (1) person (hereinafter referred to as an Arbitrator) who will be selected as follows:

10.1 Within ten (10) working days of receipt of the list of arbitrator candidates, the parties will meet in an attempt to mutually agree upon an Arbitrator.

10.2 If the parties fail to mutually agree upon the Arbitrator, each party will strike one (1) name followed by the other party striking one (1) name until a single name remains and shall become the arbitrator. The party required to strike the first name will be determined by a flip of a coin.

10.3 Within five (5) working days of the selection of an arbitrator, the parties shall jointly notify the FMCS of their selection.

10.4 Any party cancelling a scheduled arbitration will pay all cancellations fees imposed by the Arbitrator.

11. The Arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement nor make any decision requiring the commission of an act prohibited by law.
12. The parties shall recommend the Arbitrator prepare and submit, in writing, to the District and Union a determination within thirty (30) working days after the conclusion of the hearing. The determination of the Arbitrator shall be final and binding.
13. All costs for the services of the Arbitrator, including, but not limited to fees and expenses, the cost of a hearing room, and other expenses which the parties mutually agree are necessary for the arbitration, shall be borne equally by the parties. Other costs, including but not limited to, expenses related to the party's representatives and witnesses, shall be borne by the party incurring them. Either party may request a transcript or recording be made of the hearing, the cost of which shall be paid by the requesting party.
14. An appeal to arbitration may be made by the Union, or an employee acting on their own behalf.
15. Should the employee acting on their own behalf appeal, the employee will be responsible for sharing the cost associated with presenting the arbitration. Employees presenting the case to arbitration will be required to place in escrow a \$3,000.00 fee, prior to the hearing.

**ARTICLE 5: ACCESS OF UNION OFFICIALS TO DISTRICT'S PREMISES**

Union officers and/or representatives not employed by the District shall have reasonable access to the District's premises for the purpose of conferring with the District's representatives and observing conditions relating to grievances, provided that prior approval and arrangement is made through the District's Human Resources office.

**ARTICLE 6: CONDUCTING UNION BUSINESS**

1. The Union will furnish the District, in writing, the names and respective authorities of the Local Union Representatives who have been designated to perform duties of the Local Union.
2. Local Union Representatives, upon approval from their immediate supervisor, shall be excused from work to confer with the District's representatives, observe a condition related to a grievance, or perform duties of the Local Union. For this purpose, the District will grant the Local Union up to one hundred twenty (120) hours of release time per fiscal year. Attendance at District-wide Committee meetings called by the Employer and which the Union is invited to attend, during the Local Union representatives' working hours, shall not count against such release time. Requests for release time shall be submitted on forms provided by the District in advance of the requested time as follows:
  - 2.1 Four (4) hours or less – twenty-four (24) hours in advance notice unless in an emergency situation;
  - 2.2 More than four (4) hours – three days (3) days advance notice unless in an emergency situation:
3. Except as provided in Paragraph 2 of this Article, neither the Union, Local Union, nor any employee shall conduct Union business on the District's premises except:
  - 3.1 Soliciting Union membership before or after the workday, or during lunch or a break of the employees involved in the solicitation;
  - 3.2 Posting of Union or Local Union notices at a reasonable space provided at each work facility so long as nothing inflammatory, derogatory, controversial or disruptive to good relations is contained in the material to be posted; the District's site supervisor shall be provided with a copy of any posted material prior to the posting of the material by the Union or Local Union.
  - 3.3 Local Union representatives will be responsible for posting and removing information on designated bulletin boards.
  - 3.4 During Collective Bargaining,
4. Conversations relating to the Union or Local Union and its activities shall not be prohibited provided, however, such conversation(s) shall not be construed as permitting employees to seriously interfere with their job duties. Solicitation, except as provided in Section 3.1 of this Article, shall be prohibited.

**ARTICLE 7: ILLNESS AND INJURY LEAVE**

1. Illness and injury absence

1.1 For fiscal years 2018, 2019, 2020, and 2021, the District will contribute one (1) sick leave days per bargaining unit employee into the sick leave pool, making all bargaining unit employees eligible for the sick leave pool for these fiscal years. In addition, an employee shall earn paid sick leave as follows:

| Status  | Sick Leave Allowance   | <b>Earned</b>   |
|---|--|---|
| Full-time employee having a twelve (12) month work year           | 12 days/year; three (3) days may be converted to personal leave with no deduction in wages | Credited with six (6) days of sick leave at the beginning of the contract year, with the remainder accruing at one half (1/2) day per pay period. |
| Full-time employee having less than a twelve (12) month work year | 10 days/year; three (3) days may be converted to personal leave with no deduction in wages | Credited with five (5) days of sick leave at the beginning of the contract year, with the remainder accruing at one half (1/2) day per pay period |
| A regular part-time employee (less than 6 hours per day)          | ½ of the above amount for the respective work year   |   |

1.2 If personal leave/sick leave is not used, the leave will revert back to sick leave at the end of the contract year. The personal leave will not be approved for work days immediately preceding or following a school holiday or for work days immediately preceding or following the opening or closing day of school. Exceptions to this policy may be granted by the Superintendent or designee in cases of unique circumstances.

1.3 An employee hired after the start of a regularly scheduled work year will be credited with sick leave for that year on a prorated basis.

1.4 Sick leave days to which the employee is entitled, shall be credited monthly to the employee at the monthly pro-rated rate in Paragraph 1.1.

1.5 Unused paid sick leave days may be accumulated not to exceed one hundred twenty (120) days.

1.6 Sick leave days may be used for the employee’s personal illness or illness of members of the employee’s immediate family. For the purpose of this provision, immediate family is defined as husband, wife, children, parents, brothers, sister, grandparents, and parents-in-law.

1.7 The employee may use up to their annual sick leave entitlement (12, 14, or proportional number) in case of the death of a member of the immediate family and/or sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents-in-law, and grandchildren.

- 1.8 The Superintendent may require a physician's verification after three (3) consecutive days of absence because of illness of the employee or dependent. Inappropriate use of illness and injury absence may be cause for disciplinary action.
2. An employee who exhausts all sick leave and experiences a major medical condition requiring admission to a hospital or outpatient services may upon submission of a physician's statement and approval of the Superintendent, receive up to twenty (20) additional sick leave days from which two-fifths (2/5) of the M4 – Step 0 daily rate of pay shall be deducted. This benefit shall only be available to employees who are not members of the Sick Leave Pool.
3. **Family Medical Leave**  
An eligible employee shall be granted a leave of absence of up to twelve (12) weeks during any twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA). If the requested leave period extends beyond the employee's accrued paid sick leave, personal/emergency leave and annual leave, the remaining days of the leave of absence shall be unpaid.
4. **Payment of Accumulated Sick Leave**  
An Employee who has accumulated in excess of 480 and 960 hours of sick leave will be entitled to payment for additional sick leave in accordance with District Policy.
5. **Sick Leave Pool**
  - 5.1 Employees will be permitted to contribute sick leave hours into a sick leave pool for the purpose of assisting co-workers who have exhausted regular sick leave and need additional sick leave because of a medical condition, serious accident, or disability, of the employee or the employee's spouse or child, which renders the employee incapable of working.
  - 5.2 Each unit employee will have the option of joining (contributing) or rejecting the pool within the first twenty (20) work days of original date of employment or within the first twenty (20) work days of each school year. An employee who has rejected joining the sick leave pool for two or more consecutive opportunities and has become ill shall not be eligible to join the sick leave pool for one full annual period after having contracted an illness or a sickness.
  - 5.3 Each unit employee who joins the pool will contribute days (2) of sick leave at the beginning of each school year or upon employment. No contribution will be required of continuing members at the beginning of a school year if the number of days in the pool exceeds one hundred twenty (120) days. When the number of days in the pool falls below ten (10) days during a school year, each member will automatically contribute one (1) additional day to the pool at the first of the month following the day the pool falls below that number. If any employee has no sick leave available, the additional hours due will be given the following contract year.
    - 5.3.1. The maximum number of days in the Sick Leave Bank shall be three hundred (300) days. The exception to the maximum of 300 days will be days contributed by new participants in the Sick Leave Bank.
  - 5.4 Each employee will sign an authorization at his/her work site specifying participation or non-participation in the sick leave pool. The Union Representative will deliver the forms to the appropriate central office clerk at the end of the twentieth (20<sup>th</sup>) work day. The day

will then be deducted from the individual's sick leave and credited to the pool.

- 5.5 Each contributing unit employee who exhausts his/her sick leave and is not able to return to work may apply for up to ten (10) additional sick leave days per year from the pool. Applications will be considered by a review committee, which will take action upon such request by using specific criteria contained herein. In the event of a new or reoccurring medical condition, accident, or disability, the employee may reapply for up to five (5) days of additional sick leave in a calendar year starting with the date of the first day of sick leave donated from the pool.
- 5.6 A joint review committee will consist of two union members and two administrators. The local Union President will appoint the two (2) union members and the Superintendent will appoint the two (2) administrators. The review committee will establish guidelines to be followed. These will be published and prominently displayed in each work site. Review committee meetings will be held after normal work hours.
- 5.7 The decision of the joint review committee will not be subject the grievance procedure.
- 5.8 In order to qualify for consideration to receive days from the pool, employees will meet the following criteria:
  - 5.8.1. The applicant is a regular employee of RISD which is defined as one who contributes to the ERB.
  - 5.8.2. The applicant is an active contributor to the pool.
  - 5.8.3. The applicant has exhausted all his/her personal, emergency, annual, and sick leave.
- 5.9 Employees who participate in the Sick Leave Bank may donate up to twenty (20) days of their accumulated and unused sick leave to the Sick Leave Bank upon retirement from employment.

**ARTICLE 8: MILITARY LEAVE**

When an employee who is a member of the Armed Forces is ordered to active duty, the District shall grant the employee a Military Leave of Absence without pay. Both the District and the employee shall comply with terms and conditions as set forth in the applicable federal laws in force dealing with returning veterans.

**ARTICLE 9: PAID AND NON-PAID HOLIDAYS**

1. The District agrees to observe and provide employees the following non-paid holidays:

|                        |                        |
|------------------------|------------------------|
| Independence Day       | Christmas Day          |
| Labor Day              | New Year's Day         |
| Fair Day               | Martin Luther King Day |
| Thanksgiving           | Presidents' Day        |
| Day after Thanksgiving | Good Friday            |
| Day before Christmas   | Memorial Day           |

1.1 Three (3) days during the Christmas Break, other than those indicated above, as coordinated with the Supervisor.

1.2 Three (3) days during the Spring break, other than those indicated above, as coordinated with the Supervisor.

1.3 The number of holidays may be adjusted during such year(s) if it becomes necessary to do so to ensure the minimum number of actual workdays, not to exceed 242 work days. When such adjustment is made, twelve month bargaining unit employees will observe the same number of holidays as other twelve-month employees of the District. The Superintendent shall give advance notice to the Union of such changes.

2. Security personnel will observe the same non-paid holiday schedule except for Independence Day and Spring and Christmas breaks which will be observed per the school's calendar. Memorial Day may be considered another exception depending upon the school calendar.

3. Holidays falling on Saturday and/or Sunday will be observed on the schedule on the scheduled work day immediately following or preceding such scheduled holiday as determined by the District.

4. Normally, the District shall not schedule school classes on non-paid holidays observed in this Article. In the event, however, it becomes necessary for the District to schedule classes on such non-paid holidays, employees who are assigned to work will be compensated as per Article 10 – Work Schedules and Overtime Work, or the affected employee will be granted other days off to be determined by the parties.

5. Employees may use annual leave hours for any unpaid holidays and spring or Christmas breaks. Security may use their personal days in the same manner.

## **ARTICLE 10: WORK SCHEDULES AND OVERTIME WORK**

1. A full time assignment shall consist of eight and one-half (8 ½) hours per day for custodial and maintenance employees, and seven and one half (7 ½ ) hours per day for security employees, including a lunch period, for five (5) consecutive days. The 8 ½ hours and 7 ½ hours per day identified in this section include an unpaid half hour (1/2) lunch period. It is recognized that bargaining unit employees may be required to assume additional tasks which may require the employee to work beyond their normal workday. Such time is compensable time and will be used to compute and determine whether overtime compensation is due to the employee.
2. A work week shall be from Monday at 12:01 AM through Sunday 12:00 midnight.
3. The District may introduce special work schedules within a job title so long as employees are permitted five (5) working days' notification prior to implementation of such modified work schedule(s) unless an emergency situation exists, which precludes giving the five (5) day notice. Such work assignment will be assigned to the employee with the least amount of seniority in the job classification at the specific work site location when the special work schedule is introduced.
  - 3.1 During the summer break, employees may request a schedule that consists of four (4) ten and a half (10 ½ ) hour days, including a ½ hour lunch break. An employee request may be approved by the District after consideration of site scheduling requirements and in coordination with the employee's direct supervisor and site manager. If multiple employees request the same schedule and there is a need for overlap, schedules will be awarded by seniority. Employees working a 10 hour shift will be entitled to an additional 15 minute break during the day.
4. Employees assigned more than four (4) hours of work time in a day shall have a thirty (30) minute duty-free non-paid lunch period.
5. A night shift is one in which an employee's scheduled hours fall wholly or in part between the hours of 6:00 p.m. and 6:00 a.m. An employee assigned to such hours shall be paid a night shift increment.
6. It is recognized by the parties that the needs of the District may require employees to work overtime. The amount of overtime and the schedule for working overtime will be established by the District. If overtime needs cannot be met on a voluntary basis, the supervisor may assign overtime. Overtime will be distributed within job title and department/location as equitably as possible. Only if all eligible bargaining unit employees at the worksite have declined overtime can substitutes be used.
  - 6.1 In excess of forty (40) hours per week;
  - 6.2 On Sundays;
  - 6.3 On Holidays.
7. Time off may be granted in lieu of overtime pay as long as there is Agreement between the employee and the District to utilize compensatory time.
  - 7.1 If there is no mutual agreement on time off between the parties, overtime payment hours will be made.

- 7.2 Time off is at a rate of one and one-half (1 ½) times the number of overtime hours worked.
- 7.3 This time off must be taken within (30) workdays from the date it is earned. Compensatory time earned, but not taken within the thirty (30) day limit, shall be converted to overtime pay.
8. When the Superintendent declares an “abbreviated day” schedule, employees shall report to work at the employee’s regular starting time, except Security who will report at the same time as teachers. An employee failing to report to work may be charged with annual leave, provided the employee gives reasonable notice of intent to be absent. Failure to give notice may result in a loss of pay. A reasonable allowance for the late arrival of an employee may be made by the supervisor without loss of pay.
9. Breaks – Employees shall be entitled to two (2), fifteen (15) minute paid rest periods for each eight (8) hour workday. Breaks are scheduled by the immediate Supervisor. It is understood that work load requirement may require an employee to work through their designated break periods. In these circumstances, the employee shall be able to take their break period at another time as scheduled by the employee’s Supervisor.
10. Whenever an employee is requested to report to work after having discharged their duties during the normal working day, the employee shall be guaranteed a minimum of one (1) hour of work including travel time at overtime rates.
11. Security employees who receive advance notice of assignments to District activity functions scheduled beyond the employee’s regular work day shall receive a ten dollar (\$10.00) differential for each day on which an activity is assigned.
12. Each work site shall keep a record of overtime and compensatory time earned and used by employees. Such records shall be available for review and duplication by the Local Union pending prior written request by the Local Union through the District’s Human Resources Office.
13. Call back: The District will implement a pilot program for call-back for maintenance employees.
- 13.1 A maintenance employee called back to work after the employee has left the worksite for an emergency or unforeseen circumstance, as determined by the District, will be paid \$35.00 for the call back, plus actual time worked and thirty (30) minutes travel time each way. The maintenance employee will be expected to report to the site as soon as possible, but no later than one (1) hour after receipt of the call. Maintenance employees will be called in seniority order within classification. A maintenance employee who refuses a call-back will be considered as accepting the assignment for purposes of establishing the rotation of call through the seniority list. If no maintenance employee accepts the call-back, the call-back will be assigned to the least senior employee within the classification on a rotating basis.
- 13.2 If the District determines the pilot program is not working sufficiently, the District will notify the Union President or designee at least ten (10) workdays prior to discontinuing the program. The Union President or designee may schedule a meeting within the ten (10) workdays with the Assistant Superintendent of Human Resources to discuss the parameters of the implementation of an on-call rotational assignment at a rate of \$5.00 per 24-hours placed on-call.

## **ARTICLE 11: JOB TITLES AND CLASSIFICATIONS**

1. The District is responsible for determining job titles, qualifications, and requirements in accordance with District needs. To this end, the District agrees to meet with the Local Union, not less than one (1) time per year, for the purpose of reviewing concerns regarding the essential skills, physical and mental requirements, and performance responsibilities related to any job title.
2. If the District and the Local Union agree after meeting that the duties and responsibilities of a given job title are inconsistent with the job description and/or compensation rating, an audit of the job may be jointly requested through the District's Human Resources Office with the results of such audit made available to the parties.
3. Bargaining unit employees, upon employment or request, shall be provided a copy of their job description.
4. By October 1, 2017, the District will establish and provide paid mandatory safety and equipment training for each new custodial employee and new temporary custodial employee prior to sending them to the worksite. This training will include, but is not limited to, training on equipment, use of chemicals, and best practices in cleaning. During paid time, the District will provide, and bargaining unit and temporary employees must attend, at least one safety and best practices training per year. The new employee and annual trainings described above will be provided by the District or trainers retained by the District. In addition, new custodial and temporary custodial employees may be assigned to shadow existing custodial employees as a supplemental method of training.

## **ARTICLE 12: ANNUAL LEAVE (VACATIONS)**

1. Each eight (8) hour employee of the bargaining unit shall be entitled to twenty (20) days paid annual leave (vacation), each year.
2. Employees shall be paid an amount in lieu of any annual leave (cash-out) to which they are entitled upon termination, not to exceed twenty (20) days.

The Employee may utilize vacation time in lieu of twenty (20) day cash-out provision or paid time-off in excess of the twenty (20) days of vacation, which the employee cashed out.

3. Normally, annual leave shall be scheduled when school is not in session. Annual leave may be scheduled by mutual agreement between the supervisor and employee at other times during the school year. However, custodial personnel will be permitted to utilize up to five (5) days of accrued vacation during the school year while school is in session. School locations wherein custodians take vacation time during the school year will be provided a substitute custodian, when possible. Should the needs of the District limit the number of periods available for annual leave selection, seniority shall determine which employees may be granted such specific leave periods. Once an employee has scheduled and received approval from the employee's immediate supervisor on the use of annual leave, such annual leave cannot be denied, except in cases of emergency.
4. Annual leave shall be requested in writing on the Application for Leave form at least five (5) days in advance of the leave. The immediate supervisor may approve request for annual leave with less notice in unforeseen circumstances.
5. An Employee may carry over a maximum of thirty (30) accrued annual leave days to the following fiscal year.
6. When an employee's annual leave is interrupted by the death of a member of the employee's immediate family or the employee's hospitalization which has been verified by a physician, the interrupted annual leave shall be rescheduled at a time which is agreeable to both the District and the employee.

### **ARTICLE 13: LEAVE WITHOUT PAY**

1. A leave of absence without pay, not to exceed five (5) working days, may be granted for business and/or personal reasons having unique circumstances. Application for this leave shall be submitted to the Superintendent, or designee, at least five (5) working days prior to the commencement of the leave.
2. A leave of absence without pay, not to exceed ten (10) working days, may be granted for the purpose of attending job-related training not required by the District. Application for this leave shall be submitted to the Superintendent, or designee, at least ten (10) working days prior to the commencement of the leave. No more than ten (10) working days will be granted during the fiscal year for the purposes stated in this paragraph.
3. For the purpose of this Article, emergency shall mean circumstances beyond the control of the employee, which prohibits compliance with the application submission requirements on the part of the employee. In these cases, the employee should notify the immediate supervisor or designee as soon as possible. Failure to do so may result in disciplinary action against the employee.

**ARTICLE 14: COURT LEAVE**

1. An employee shall be granted time off from work and shall receive, in accordance with provisions of this Article, pay for these absences at the straight-time rate when the following may occur:

- 1.1 An employee is summoned for jury duty or to testify as a witness for the District or in the scope of the employee's duties, as determined by the District in a court case. An employee is required to present to the Human Resources Office the court order requesting the employee's presence. Money received for jury duty during the employee's work schedule, except that paid for mileage and/or subsistence, or any witness fee will be submitted to the Human Resources Office or the employee may elect to forego compensation by the District and retain witness fees received.

## **ARTICLE 15: MOVEMENT OF PERSONNEL**

### 1. Assignments

1.1 Each job title shall be assigned to a classification indicated on the wage schedule. The classification to which the job title is assigned shall be determined by the District primarily on the basis of essential skills, physical and mental requirements, and performance responsibilities.

### 2. Job Vacancies

2.1 All bargaining unit vacancies shall first be posted within the District for a minimum of five (5) workdays, during which time the interested bargaining unit person(s) shall submit a transfer authorization form and an electronic application for the position, attaching documentation for required qualifications. Qualified bargaining unit employees having made their desires known as described herein, shall be afforded an interview for that job title and location no less than one (1) time, per year, over the term of this Agreement. Qualified employees that have applied for posted vacancies will be interviewed before non-employees are interviewed. All factors being equal, the in-house applicant will be given preference over a non-employee applicant.

2.2 Vacancies posted shall contain the major qualifications listed on the current job description. The District reserves the right to list important, specific job skills it needs in addition to those contained in the job description.

2.3 Vacancies will be staffed primarily on the basis of skills, ability, training, and performance record. In determining the most qualified applicant, seniority shall be given the same weight as each of the four factors cited herein. The Human Resources Office shall notify the successful applicant of the employee's selection. The Union President and designee and District management will meet to develop the interview questions for security, maintenance, and custodial vacancies related to the factors cited herein.

2.4 The Local Union will be provided copies of all job postings for bargaining unit vacancies and notice of all new hires.

2.5 Vacancies shall be filled in a timely fashion. New temporary or substitute custodial employees will be eligible for selection to permanent positions as long as they are, at Union or employee expense, in a current program to receive a GED or high school diploma and have received their GED or high school diploma prior to concluding their 2 year probationary period. The Union or employee shall provide proof of enrollment to the District within 30 days of employee's hire date and proof of GED or high school diploma completion prior to the expiration of the 2 year probationary period. Lack of proof of enrollment or proof of completion will be considered failure to meet job conditions leading to discharge, termination, or non-renewal.

### 3. Transfers

3.1 An employee may request to transfer from one location to another within the same job title and classification.

3.2 If an employee wishes to transfer, the employee shall request the transfer when the position is posted.

3.3 The District reserves the right to transfer an employee as it becomes necessary. The transfer shall be determined primarily on the basis of the District's needs. At the time the administration initiates such a transfer, the employee shall be notified by the Human Resources Office of the transfer. The employee being transferred by the District shall be given the opportunity to apply for any other vacancies for which the employee is qualified.

4. Shift Changes:

4.1 A shift change shall mean the movement of an employee from one work shift to another within the same job classification.

4.2 If a position within a classification opens at a work site, employees within the same classification may submit a written request for consideration for the vacant position to the immediate supervisor. Upon request of the Union steward, the supervisor will consult with the Union steward on the supervisor's decision.

4.3 Once the bidding process as described in paragraph 4.2 above is completed, the remaining position shall be advertised in accordance with Section 2 and 3 of this Article.

4.4 A work site administrator may initiate an involuntary shift change provided the supervisor notifies the affected employee and the Human Resources Office in writing no later than five (5) work days prior to the effective date of the change and the change is being made because of a District need. The employee whose shift is being changed shall be given the opportunity to apply for any other District-wide vacancies for which the employee is qualified.

5. Temporary Vacancies

5.1 Temporary vacancies created by an employee's absence may be filled on a temporary basis for a maximum time of the approved leave. A temporary vacancy shall cease to exist upon the approved return of the incumbent employee to the job. Employees filling a temporary vacancy shall return to their former job title and classification.

6. Reduction-In-Force

6.1 When the District determines that a reduction in the employee work force is necessary, the District shall implement the procedure set forth herein.

6.2 The District shall identify the specific job classification(s) to be affected by the anticipated RIF. The least senior employee in the affected job classification shall be laid off. The employee identified for lay off may apply for any bargaining unit vacancy for which s/he is qualified. The District will first request voluntary transfers. If there are no volunteers, the employee with the least seniority within the job classification shall be transferred.

6.3 If transfers do not result in the placement of an employee(s) displaced by the RIF, the employee with the least seniority as defined under Article 16.1 of this Agreement within the affected classification, shall be laid off.

6.3.1. For the purposes of this Agreement, the following classifications shall be recognized.

- 6.3.1.1 Custodians
- 6.3.1.2 Head Custodians
- 6.3.1.3 Maintenance: Grounds
- 6.3.1.4 Maintenance: Grounds Department Head
- 6.3.1.5 Maintenance: Vehicle Department Head
- 6.3.1.6 Maintenance: Electricians
- 6.3.1.7 Maintenance: Electricians Department Head
- 6.3.1.8 Maintenance: Plumber
- 6.3.1.9 Maintenance: Plumber Department Head
- 6.3.1.10 Maintenance: Carpenter
- 6.3.1.11 Maintenance: Carpenter Department Head
- 6.3.1.12 Maintenance: Audio-Visual
- 6.3.1.13 Maintenance: Audio-Visual Department Head
- 6.3.1.14 Maintenance: Heating and Cooling
- 6.3.1.15 Maintenance: Heating and Cooling Department Head
- 6.3.1.16 Maintenance: Warehouse
- 6.3.1.17 Maintenance: Warehouse Department Head
- 6.3.1.18 Maintenance Rover
- 6.3.1.19 Maintenance: Head Rover
- 6.3.1.20 Security
- 6.3.1.21 Head Security

6.3.2. An employee shall not be permitted to “bump” outside the employee’s classification.

6.3.3. The District may offer an employee displaced by the RIF another classification provided a vacancy in the seniority exists and the District determines that the displaced employee is qualified to fill the position. If an employee accepts an offered position under these conditions, the employee shall not be eligible for recall rights under section (6.4) below. The employee shall be placed on the new classification’s salary schedule in accordance with provisions of this Agreement and District policy.

6.3.4. An employee(s) laid off as a result of a RIF shall be provided written notice of the layoff at least two (2) weeks prior to the effective date of the layoff. The District may provide a two (2) week leave with pay in lieu of the two (2) weeks’ notice.

6.4 The District shall maintain a recall list by seniority classification.

6.4.1. Employees laid off as a result of a RIF shall be placed on the recall list(s). If a vacancy within the employee’s classification as defined under Article 15.6.3.1 of this Agreement shall be recalled and placed in a vacant position.

6.4.2. An employee on a recall list shall provide the District with the employee’s current mailing address and phone number. If the District determines that a recall is permitted under the provisions of this Article, the District shall notify the affected employee by certified mail. Failure to provide a current mailing address shall result in the forfeiture of all recall rights.

The employee shall notify the District whether or not the employee accepts the

recall by notifying the District via certified mail, no later than two (2) weeks after receiving the District's written notice. If the employee does not provide this notice in a timely manner, the employee shall be considered to have voluntarily withdrawn from the recall list and resigned from employment with the District. The District shall then attempt to recall the next employee on the recall list with the greatest seniority as defined under Article 16.1 of this Agreement.

- 6.4.3. An employee shall remain on a recall list for once (1) year. If the employee is not recalled within the one (1) year period, the employee shall be considered terminated from employment with the District.
- 6.4.4. The District will not advertise or fill any vacant position in a seniority classification where a recall list exists until all laid off employees are given the opportunity to fill the vacant position.

**ARTICLE 16: SENIORITY**

1. Seniority shall be based upon the employee's continuous length of District service in the bargaining unit and any previous period of employment with the District in the bargaining unit provided the interruption of employment did not exceed one (1) year. Time spent on unpaid leaves of absence shall not be counted for seniority purposes except for the following absences:
  - 1.1 Union leaves of absence; and
  - 1.2 Workplace injury and illness absences taken pursuant to the NM Workers' Compensation Act.
2. Failure of an employee to report to work for three (3) consecutive work days without giving notification to the employee's immediate supervisor may be considered just cause for termination from employment.
3. Aside from probationary period enacted by statute which pertains specifically to termination of a public education employee there will be no other probationary period affecting bargaining unit employees.

## **ARTICLE 17: WAGES AND ALLOWANCES**

1. For fiscal year 2018, the wage rate will remain the same. For fiscal year 2018, in the event increases or decreases in revenues for salaries occur due to legislative action, the parties agree to reconvene and negotiate any increase or decrease of pay for bargaining unit employees.
2. All employees who are at or above the maximum of the salary schedule will be red circled for the duration of employment with the District. Any movement by a red-circled employee to a different salary schedule will bring the employee within the rates of the salary schedule. Any increases in base wage will be as negotiated by the parties.
3. Salaries and increments shall continue to be recognized as mandatory subjects of bargaining by the parties.
4. When an employee is upgraded/promoted by the District, the employee will be assigned the same salary step on the new classification as the employee occupied in the former classification.
5. When an employee is downgraded/demoted by the District, the employee will be assigned the same salary step in the new classification as the employee occupied in the former classification.
6. Employees assigned to the night shift will receive an increment as designated in Article 17, Wages and Allowances - Section 13. Increment Schedule.
7. When an employee is required to use a personal automobile for travel between job locations during the work schedule, a mileage allowance will be paid to the employee. The allowance shall not be less than the Board of Education approved rate. Maintenance employees who are assigned fleet vehicles may choose to home garage the vehicle or leave the vehicle at the assigned work site. Employees choosing to home garage will be subject to applicable taxation as required by law.
8. Each employee will be paid semimonthly. However, when a payday falls on a holiday, employees shall be paid, when possible, on the work day immediately preceding the holiday.
9. Each employee will be provided five (5) uniforms (shirt and pants) each fiscal year at no cost to the employee, subject to taxation as required by law. As a condition of employment, employees will be required to wear the uniforms on the job and assume responsibility for their maintenance. Maintenance employees will be provided with uniforms that are made of cotton or nonflammable material. Safety glasses or other safety equipment required by law shall also be provided by the District, when needed, at no cost to the employee. If the employer requires any specialized or standard uniform or apparel, other than described herein, the employer will provide the uniform apparel at no cost to the employee. Employees shall have the flexibility in choosing the numbers and types of approved uniform apparel (shirts, pants, jackets, shoes) as long as the total does not exceed the amount allotted for uniforms in any given year and as long as the basic uniform requirements are met. Employees shall make their choices within deadlines for order placement.
  - 9.1 Bargaining unit employees will be allowed to wear work appropriate shirts or hats bearing the Union logo on Fridays.
10. When the District temporarily upgrades an employee, the employee shall receive wages as prescribed above for all hours worked for the period of the temporary assignment. If an employee is assigned by the employee's supervisor the normal duties of a department head after the

department head terminates employment with the District or remains on an extended leave of absence for more than thirty-four (34) consecutive work days during any fiscal year, the employee shall be temporarily upgraded to the department head position and shall become eligible for the department head differential set forth in this Agreement. If the employee was receiving an increment for assistant department head at the time the employee receives the department head temporary upgrade, the assistant department head increment shall terminate at the time the temporary upgrade is implemented. The assistant department head increment shall be reinstated after the employee concludes the temporary upgrade assignment and the employee is returned to the original position. The department head differential shall terminate when the department head position is filled on a permanent basis.

An employee who receives a temporary upgrade implemented after a department head has been on an extended leave of absence in excess of thirty-four (34) work days shall not be paid the upgrade for the first thirty-four (34) work days.

Although an employee's satisfactory performance during a temporary upgrade may be recognized by the District, the employee's temporary upgrade service shall not guarantee the employee any hiring advantage if the employee applies for the department head position.

11. When, at the convenience of the District, a night shift employee is temporarily assigned to the day shift, the employee shall continue to be paid the night shift increment. This provision is not applicable when school is not in session.
12. When the District furnishes tools required for assigned work, the District will replace broken or worn out tools. Lost tools will be replaced by the employee.
13. The Increment Schedule will be as follows:

| <b>Increment Description</b>                 | <b>Amount</b> |
|--|---------------|
| Head Custodian - High School                 | 950.00        |
| Head Custodian - Middle School/University HS | 750.00        |
| Head Custodian – Elementary*, AESC           | 600.00        |
| Night Custodian                              | 550.00        |
| Equipment Operator (grandfathered)           | 150.00        |
| Maintenance Certification Level I            | 365.00        |
| Maintenance Certification Level II           | 680.00        |
| Maintenance Certification Level III          | 995.00        |
| Licensed Journeyman I                        | 680.00        |
| Licensed Journeyman II                       | 1,310.00      |

|                                    |          |
|------------------------------------|----------|
| Licensed Journeyman III            | 1,940.00 |
| Applicators License                | 365.00   |
| Asst. Maintenance Department. Head | 680.00   |
| Pony Driver                        | 550.00   |
| Head Security Guard                | 1000.00  |

\* Head Custodian—Elementary applies to the Head Custodian with one (1) or more full-time custodians assigned to the Head Custodian at the same school site.

An employee who was receiving a one-hundred fifty dollar (\$150.00) Equipment Operator increment on June 30, 2006, shall continue to receive the increment until the employee leaves employment with the District. The employee’s training hours needed to obtain the increment may not be used by the employee for Certification qualifications described in paragraphs 17.1, 17.2 and 17.3 of this Article.

14. Employees assigned “stand-by” status shall receive an allowance of five dollars (\$5.00) for every twenty-four (24) hour assignment as designated in Article 10 Work Schedules:

15. Journeyman Increment

15.1 Employees possessing journeyman training/education licensure will receive an increment as reflected below, upon completion of the following requirements:

|                |   |            |
|----------------|---|------------|
| Journeyman I   | One NM (1) craft related journeyman’s license approved by supervisor.                       | \$680.00   |
| Journeyman II  | Two NM (2) craft related journeyman’s licenses approved by supervisor.                      | \$1,310.00 |
| Journeyman III | Same as Journeyman’s II with ten years of verifiable experience approved by the Supervisor. | \$1,940.00 |

Verification process – employee submits licensure copy to Human Resources Department to be stored in the employee’s personnel file.

16. Longevity Allowance

16.1 An employee who has completed ten (10) years of service with the District will receive a longevity allowance of twenty five-cents (\$0.25) per hour and an additional ten cents (\$0.10) per hour, upon completion, of every five (5) years of service thereafter.

16.2 The longevity allowance is payable to eligible employees on their anniversary date.

16.3 A longevity allowance will be built into the eligible employee’s base wage.

## 17. Certification Increment

### 17.1 Certification Level 1

Employees possessing training/education certification will receive an annual increment of three-hundred sixty-five \$365.00 dollars per verified certification. Qualification certification will be based on a minimum of eight (8) hours of instruction in addition to the following criteria:

- a. Approved by the supervisor, prior to initiating the training.
- b. Training is related to work experience.
- c. Successful completion of training.
- d. Certification program is accredited for purpose of qualifying training and granting certification.
- e. The employee will regularly perform duties directly related to the certification.
- f. Employees acquiring certification during the school year will have the certification increment prorated for the balance of the school year.
- g. Employee must submit certification copy to Human Resources Department to be stored in the employee's personnel file.
- h. An employee shall only be eligible for one (1) Level I Certification increment.
- i. Hours earned by an employee for an Equipment Operator's Certification after July 1, 2006, may be counted towards an employee's Certification eligibility.

### 17.2 Certification Increment Level 2 (Job Requirement)

17.2.1 An employee who possesses a training/education certification will receive an annual increment of six hundred eighty dollars (\$680.00) per verified certification. Certification qualification will be based upon more than forty (40) hours of instruction in addition to the criteria contained in paragraph 17.1 (a through i) herein.

17.2.2 An employee who possesses a GB-98 Commercial General Contractors License or certification which is a condition of the job, will receive a certification increment of six hundred eighty dollars (\$680.00). Verified certification qualification for receipt of the certification will also include all of the criteria set forth under Section 17.1 (a through i).

17.2.3 An employee shall be eligible for only one (1) level 2 certification increment provided they satisfy the criteria set forth in this section.

### 17.3 Certification Increment Level 3

17.3.1 An employee who possesses training/education certification will receive an annual increment of nine-hundred ninety-five dollars (\$995.00). Certification qualification will be based upon more than sixty (60) hours of instruction in addition to the criteria contained in paragraph 17.1 (a through i) herein.

17.3.2 An employee shall be eligible for only one (1) level 3 certification increment provided they satisfy the criteria set forth in this section.

18. Wage Rates (See Exhibit C).

## **ARTICLE 18: BENEFITS**

1. For the period of this Agreement, the District agrees to provide to the employees covered by this Agreement, health and disability insurance coverage as determined by the New Mexico Public School Insurance Authority (NMPSIA). Should more than one (1) plan be available, that plan approved for participation by the District will be offered. For those employees who elect to participate in the approved health insurance plan, the District agrees to contribute that percentage to the premium required by state law. This section shall be subject to negotiations at each annual wage re-opener upon the request of either party.
2. For the period of this Agreement, the District will continue to offer life and dental coverage as approved by the District for which the employee agrees to contribute the portion required by state law and the District agrees to contribute 2% above what is required by State law.
3. Employees who choose to participate in the insurance programs will have their contributions deducted through payroll deductions and will be provided a copy of the policy information as provided by the NMPSIA.
4. The District agrees to maintain and continue the retirement plan for all employees in accordance with the provisions of the State Educational Retirement Act.
5. The District will continue to provide and maintain coverage under the New Mexico Workers' Compensation Act.
  - 5.1 When an employee is absent due to work related illness or injury, the unpaid difference between benefits paid under the Workers' Compensation Act of New Mexico and the employee's regular pay shall be paid by the District from accrued sick leave.
6. Copies of current insurance programs available to employees shall be furnished to the Union.

## **ARTICLE 19: MANAGEMENT RIGHTS**

The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Mexico; and subject to existing law, the District and its management staff rights shall include but are not limited to the following:

1. To direct the work of its employees, to recommend to hire, promote, layoff, and assign employees; to evaluate, demote, transfer, suspend, discharge, terminate, and discipline its employees in the manner provided by law.
2. Determine qualifications of employment and the nature and content of personnel examinations.
3. To take such actions as may be necessary in times of emergency when such a situation is declared to exist by the Board or the Superintendent.
4. To manage and to exercise judgment on all matters not prohibited by this collective bargaining Agreement in effect between the Board and the Union.
5. To direct the operations of the Board in the most efficient and economical manner, including, but not limited to, the right to enter into contract with agencies or companies for services or materials.
6. Management retains any and all rights not specifically limited by this Agreement or the Public Employee Bargaining Act.

## **ARTICLE 20: PERSONNEL FILES**

1. An employee may review his own official personnel file excluding pre-employment references and references directly related to internal promotions after scheduling an appointment with the Assistant Superintendent for Human Resources.
2. A Union or Local Union Representative, upon specific written request, authorized by the employee, may review an employee's personnel file, excluding pre-employment and/or confidential information. The Union or Local Union representative may receive copies of file materials, excluding pre-employment and/or confidential information, that the employee hasn't already received.
3. The employee has the right to respond, in writing, to any accessible document placed in the Official Personnel File provided such response is submitted within ten (10) working days of placement of document in the file. Such response shall become part of the file.
4. An employee will be given a copy, upon request, of any relevant document placed in the employee's Official Personnel File/Working Files for the purpose of processing a grievance filed by the employee and/or Union.
5. The Official Personnel File is permanent record of the employee's employment history and shall not be purged except by order of an arbitrator or court of competent jurisdiction.
6. Except as provided in paragraph 5 above, material shall not be removed from an employee's personnel folder except for review.

## **ARTICLE 21: PAYROLL DEDUCTIONS**

1. In accordance with the provisions of this Article, the District agrees to deduct from wages of employees in the bargaining unit periodic Union dues on the basis of a properly executed authorization to make the deductions, on a form of which a copy is attached to this Agreement and identified as "Exhibit A."
2. The amount of the deduction to be made from each employee's wages will be certified, in writing, to the District by the Secretary-Treasurer of the Union. In the event Union dues are changed, the District agrees to effect the changes in deductions within thirty (30) days following the receipt of a written notice from the Secretary-Treasurer of the Union.
3. The District will temporarily cease individual deductions when:
  - 3.1 The employee is temporarily transferred out of the bargaining unit for a period of more than two (2) months;
  - 3.2 The employee is on an unpaid leave of absence.
4. The District will stop individual deductions when:
  - 4.1 The employee gives notice to the District by submitting a certified, return receipt requested letter requesting that the employee's dues deduction authorization be revoked and a copy of the letter will be sent to the Union. This action shall become effective on the last day of the fiscal year in which the request was received;
  - 4.2 The employee is no longer in the employ of the District; or
  - 4.3 When the employee is transferred out of the bargaining unit.
5. The District agrees to make two (2) deductions per month from the wages earned by each employee and remit to the Secretary-Treasurer of the Union within two (2) weeks following the end of the month. Each remittance shall be accompanied by a list containing names, a unique identifying number, work locations, dues deductions and any other changes from the previous month's listing of employees in the bargaining unit.
6. The District agrees to assume the cost of making the deductions.
7. The Union agrees to render the District harmless for any actions resulting from compliance with this Article.
8. Each employee who is covered under the provisions of this Agreement, or who later becomes a member and all employees entering into the bargaining unit on or after the effective date of Agreement, shall tender to the Union, an amount equal to periodic dues on the effective date of the Agreement, and tender to the Union amounts equal to periodic dues within thirty (30) days. This section will be administered in accordance with law.
9. It is understood that the District assumes no further responsibility in connection with this deduction except to act as a remitting agent in forwarding the amount deducted to the Secretary-Treasurer of the Communication Worker of America.

10. Employee wages shall include all increments related to the job but shall exclude increments stated in Article 7, subparagraph 4, Payment of Accumulated Sick Leave.

**ARTICLE 22: PERSONAL/EMERGENCY LEAVE**

1. Employees who request personal leave for the current year will be granted personal leave based on the employee’s cumulative sick leave balance at the beginning of the current contract year according to the following formula:

| <b>CUMULATIVE SICK LEAVE<br/>ENTITLEMENT</b> | <b>PERSONAL LEAVE</b> |
|--|-----------------------|
| 0-29 days                                    | 1 day                 |
| 30-59 days                                   | 2 days                |
| 100-120 days                                 | 4 days                |
| over 120 days                                | 6 days                |

Deductions from salary will be made at the rate of two-fifths (2/5) of the M4 – Step 0, daily rate of pay.

Requests for personal leave are to be submitted seven (7) days in advance.

2. When personal leave has been exhausted, the Superintendent may authorize up to two (2) days of emergency leave. Request for emergency leave is to be submitted to the Superintendent for approval. Deductions from salary will be two-fifths (2/5) of the M4 – Step 0, daily rate of pay.
3. Personal/emergency leave will not be approved for work days immediately preceding or following a school holiday or for a work day immediately preceding or following the opening or closing of school. Exceptions to this paragraph may be granted by the Superintendent or designee in case of unique circumstances.

**ARTICLE 23: EVALUATIONS**

All bargaining unit employees will be evaluated annually. Evaluation forms will be used District-wide and will contain the same number of rating levels.

## **ARTICLE 24: EFFECT OF AGREEMENT**

1. The parties agree that all negotiable items have been discussed during the negotiations and that this Agreement constitutes full and complete Agreement between the District and the Communications Workers of America. This Agreement supersedes any prior Agreements, rules, and practices concerning the terms and conditions of employment. Nothing in this Agreement shall be construed to obligate the District to continue or discontinue any past practice except those practices expressly provided for in this Agreement. Nothing in this Agreement shall be construed to prohibit the school district from exercising its management rights and prerogatives except those expressly waived by this Agreement.
2. There shall be no further negotiations during the terms of this Agreement except for a successor Agreement or by mutual written consent. During the term of this Agreement, the Agreement may only be altered through voluntary consent of the parties.
3. It is understood that if any provisions of this Agreement or applications thereof shall be found contrary to law, the affected provision or application shall have effect only to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
4. A master copy of the Agreement will be provided to each party. The employer shall be responsible for distributing and explaining the Agreement to the supervisory and management staff. The Union shall be responsible for the distribution and explanation of the Agreement to the bargaining unit employees. The parties agree to share any cost of the printing.
5. This Agreement has been negotiated under the authority of the District Resolution on Labor Management Relations. The District shall not implement any policy, regulation, or directive that conflicts with this agreement. If any provision of this Agreement conflicts with District policy, regulation, or directive, this Agreement shall control.

**ARTICLE 25: SAFETY COMMITTEE**

1. The Union shall have the right to appoint representatives of their choice to a Board Advisory Committee whose purpose shall be to make recommendations to the Superintendent on matters of safety. The number of representatives will be equal to those of other employee groups.
2. The committee shall meet two (2) or more times a year to discuss safety programs. The Chairperson of the Advisory Committee shall furnish to the Superintendent and each employee representative a written report of the Committee's activities following each Committee meeting.
3. Recommendation(s) made by the Safety Committee to the Superintendent may also include recommendations as to what job titles should receive Board-provided training materials and programs.
4. Unsafe Working Conditions
  - 4.1 Employees who refuse to perform a work assignment because the employee believes the assigned work is unsafe, shall immediately contact the Immediate Supervisor and identify the specific unsafe condition(s).
  - 4.2 The Immediate Supervisor shall contact the District Safety Officer who shall review the conditions identified and determine whether the employee should or should not perform the assignment. If the Safety Officer determines that the assignment is safe, the employee will be required to perform the assignment.
  - 4.3 If the employee decides not to perform the work, the employee may be subject to disciplinary action. If discipline is imposed, at that time the parties have exercised their rights and the matter may be subject to the grievance procedure contained in this Agreement.
  - 4.4 If the work is determined to be unsafe, the work assignment will not be performed by any bargaining unit employee until the work can be performed safely.

## **ARTICLE 26: TERM OF AGREEMENT**

1. Subject to ratification by the parties, this Agreement shall become effective upon ratification and signature of the Agreement or final resolution of impasse, and shall continue in effect until June 30, 2021, subject however, to the other provisions of this Article.
2. The Agreement shall remain in effect until either party serves a sixty (60) day written notice to the other, prior to June 30, 2021, specifying its desire to modify or terminate this Agreement.
3. No later than May 1, of each anniversary year, each party may reopen two (2) articles plus Article 17, Wages and Allowances, for renegotiation.

Should the parties fail to reach and ratify a replacement Agreement by 11:58 P.M. on June 30, 2021, the provisions of this Agreement shall continue to apply until Agreement and ratification occur. It is understood by the parties that during this extension following the expiration of the contract the Employer has no obligation to make any adjustments to the employee's compensation as per PEBA.

**AGREEMENT SIGNATURES**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED AGREEMENT ON THEIR BEHALF:

**THE BOARD OF EDUCATION  
OF THE ROSWELL INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
BOARD PRESIDENT  
Name: \_\_\_\_\_

\_\_\_\_\_  
DATE

**THE COMMUNICATIONS WORKERS OF AMERICA,  
MAINTENANCE, CUSTODIAL AND SECURITY BARGAINING UNIT**

BY: \_\_\_\_\_  
CWA REPRESENTATIVE  
Albert Cruz  
Gilbert Rivera  
Jerryme Ledesma  
Raul Castro  
Valentino Garcia, President Local 7070  
Paul Aguilar, Vice President Local 7070

\_\_\_\_\_  
DATE

**Exhibit A**

**AUTHORIZATION FOR DEDUCTION OF UNION DUES  
COMMUNICATIONS WORKERS OF AMERICA**

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Classification \_\_\_\_\_ Work Location \_\_\_\_\_

I hereby authorize the Roswell Independent School District (District) to deduct from the compensation due me Union dues in the amount certified to the District, in writing by the Secretary-Treasurer of the Communications Workers of America.

It is understood that such deductions shall be made in accordance with the existing applicable provisions of the Agreement negotiated between the District and the Union.

It is also understood that I may at any time authorize cancellation of such deductions in accordance with the applicable provisions of the Agreement negotiated between the District and the Union.

It is also understood that the District assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the Secretary-Treasurer of the Communications Workers of America.

Union Membership dues are not tax deductible as charitable contributions for Federal Income Tax purposes. Dues, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

\_\_\_\_\_  
Signature of Employee Authorizing Deduction Date

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Last Name Given Name and Initial

Address \_\_\_\_\_  
Street or Rural Route City, State, Zip Code

**Exhibit B**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO, CLC  
Local 7070 - Roswell Independent School District**

Attention: \_\_\_\_\_ Title: \_\_\_\_\_

Date received by the Employer: \_\_\_\_\_

In accordance with the Agreement in effect between the District and the Union, the complaint stated below is being brought to your attention for resolution.

Aggrieved party (ies): \_\_\_\_\_

Date of Hire \_\_\_\_\_ Work Location: \_\_\_\_\_

Classification: \_\_\_\_\_ Job Title: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Date upon which grievance arose: \_\_\_\_\_

Article and/or sections alleged to be violated:

\_\_\_\_\_

Aggrieved's Contention:

\_\_\_\_\_

\_\_\_\_\_

Remedy sought:

\_\_\_\_\_

\_\_\_\_\_

Basis for appeal to subsequent Step:

\_\_\_\_\_

Grievant or Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_