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**AGREEMENT BETWEEN  
GADSDEN INDEPENDENT SCHOOL DISTRICT AND  
AFT LOCAL #4212**

**ARTICLE 1  
INTRODUCTION**

This Agreement was entered into by the Gadsden Independent School District and AFT Local #4212 on April 14, 2021.

**ARTICLE 2  
RECOGNITION**

The Gadsden Independent School District School Board, hereinafter referred to as "Board", hereby recognizes AFT Local #4212, hereinafter referred to as "Federation", as the exclusive representative to negotiate wages, hours, and other terms and conditions of employment to include the impact of instructional and professional decisions made by the employer for all regular non-supervisory teachers and non-supervisory support staff personnel position as stated below pursuant to PELRB Case #309-05.

Administrative Assistant Support Services	Cook 4 Hour SNP
Administrative Assistant PPD	Cook 7 Hour SNP
Administrative Support Security	Counselor
Administrative Support Support Services	Counselor CTE
Administrative Support Educ Resources	Crossing Guard
Administrative Support Nursing & Health	Curriculum & Methodology Specialist
Administrative Support Technology	Custodial & Small Engine Repair Technician
Administrative Support SPED	Custodian
Administrative Support DPA	Custodian PPD Support
Administrative Support RTC	Data Entry Clerk
Assistant Manager SNP	Diagnostician
Assistant Network Manager	District Bilingual Instructional Specialist
Assistant NJROTC	District Bilingual Testing & Data Specialist
Attendance Advocate	District Curriculum Specialist
Attendance Clerk	District Data Entry Clerk
Attendant 4 Hour SNP	District English Learner Instructional Specialist
Bookkeeper - Payroll	District Instructional Specialist Lang Arts
Budget Specialist	District Instructional Specialist Math K-6
Building Mechanic	District Instructional Specialist Science
Certified Occupational Therapist Assistant	District Intervention Specialist K-12
Child Find Family Educator	District Literacy Specialist for Elementary
Clerk	District Technician AVP/PA/Alarms Driver
Clerk SPED	
Clerk/Cook SNP	
Computer Site Technician	

Driver/Instructional Assistant	Plumber
Early Ed Intervention/Disability Specialist	Psychologist
Educational Interpreter/Hearing Impaired	Receptionist/Clerk
Electrician	Registrar
Equipment Technician SNP	Rehab Counselor
Family Literacy Liaison	Roads/Grounds Equip Operator
Field Compliance Supervisor	Secretary
General Maintenance SNP	Secretary/Bookkeeper
General Maintenance Tech SNP	Security Officer
Grounds Shop Foreman	Server 4 Hour SNP
Groundskeeper	Social Worker
Head Custodian	Specialist Accounts Payable
Health Assistant	Specialist Construction
HVAC & R Technician	Specialist Custodial Services
Instructional Assistant	Specialist Federal Program
Instructional Coach	Specialist GAC
Instructional Specialist	Specialist Information Systems
Instructional Specialist Early Childhood	Specialist Bilingual
Instructional Specialist RTI/B	Specialist Nursing & Health
Instructor NJROTC	Specialist PPD
Inventory Technician	Specialist Purchasing
Librarian	Specialist Orientation & Mobility
Library Technician	Specialist SPED
Locksmith	Specialist SNP
Maintenance Crew Foreman	Specialist Secondary Language Arts
Maintenance Warehouse Person	Speech/Language Apprentice
Manager SNP	Speech/Language Pathologist
Media Center Clerk	Support Services Operations Assistant
MLSS Coach	Teacher
Motor Vehicle Mechanic Helper	Transportation Specialist
Motor Vehicle Supervisor	Warehouse Person
Motor Vehicle Technician	Warehouse Person SNP
Network Field Technician	Warehouse Stocker
Nurse	Warehouse Supervisor
Occupational Therapist	Water Wastewater Technician
Physical Therapist	Water Wastewater Technician Apprentice

Any job title(s) that the parties agree was inadvertently left off this list will be added as soon as the error is discovered.

### **ARTICLE 3 AGREEMENT CONTROL AND DEFINITIONS**

1. If any District policy, regulation or directive is limited by a provision of this Agreement or is contradictory to a provision of this Agreement, the Agreement provision will control.
2. The parties by mutual written agreement may modify this Agreement.

3. The District will not implement any changes to wages, hours or other terms and conditions of employment to include the impact of instructional and professional decisions without meeting with the Federation.
  - 3.1 The District and the employees of the bargaining unit will abide by the conditions of this Agreement and other applicable District policies to include negotiating the impact of instructional and professional decisions of the employer.
    - 3.1.1 The District and the Federation shall agree that every year they can request a higher raise than what the state awards.
4. Unless otherwise specifically stated herein, the provisions, conditions and requirements of the Agreement shall apply to all employees in the bargaining unit.
5. Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement;
  - 5.1 “Bargaining Unit” shall mean the group of employees designated by the NMPELRB
  - 5.2 Board” shall mean the “Gadsden ISD Board of Education.”
  - 5.3 “Support Personnel” shall mean those employees not licensed by the PED.
  - 5.4 “Day” shall mean work day according to the District’s 240-day calendar.
  - 5.5 “District” shall mean the Gadsden Independent School District.
  - 5.6 “Employee” shall mean an employee within the bargaining unit.
  - 5.7 “Federation or Union” shall mean AFT Local #4212, the exclusive representative.
  - 5.8 “Superintendent” shall mean the chief executive officer of the District.
  - 5.9 “Teacher or Licensed Employee” shall mean all licensed bargaining unit employees.
  - 5.10 Use of one gender shall be interpreted as including the other gender.
  - 5.11 Immediate Family shall include spouse, children, parents, siblings, aunt, grandparents, grandchildren, like relations created by marriage (e.g. stepchild, father in law, etc.), uncle, a child who has been placed under the guardianship of the employee.

**ARTICLE 4  
DISCRIMINATION**

Neither the District nor the Federation shall discriminate against an employee with regard to Union or non-Union status.

**ARTICLE 5  
SEVERABILITY**

If any provision of this Agreement is determined by a final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party

submits a request to reopen negotiations not later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

## **ARTICLE 6**

### **ACADEMIC FREEDOM**

1. The parties believe that academic freedom is essential to the fulfillment of the purpose of the GISD in creating a World Class School District.
2. Students shall be provided an unbiased and complete study and examination of all academic issues consistent with the curriculum and instructional competency requirements of the Public Education Department, and the Board of Education of the Gadsden Independent School District.

## **ARTICLE 7**

### **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 constitution of the State of New Mexico and federal laws. Such rights include but are not limited to, the following:

1. to determine the mission of the District and its schools and departments;
2. to set standards and qualifications;
3. to exercise control and discretion over District organization, operations, property, equipment, and facilities;
4. to direct employees of the District;
5. to hire, promote, transfer, assign, and retain employees in positions within the District; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
6. to relieve employees from duties because of lack of work, decrease in student enrollment, programmatic changes, or for other legitimate reasons;
7. to maintain the efficiency of the operations entrusted to the Administration;
8. to determine the methods, means, and personnel by which the District operations are to be conducted;
9. to promulgate policies, rules, regulations, directives, and orders provided such are not in conflict with this agreement; and
10. to take whatever actions may be necessary to carry out the functions and mission of the District and maintain uninterrupted service to its students in situations of emergency.

The employer retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.

## **ARTICLE 8 RETALIATION**

Retaliation against any employee for exercising their rights under law, state regulation, district policy or this agreement will not be tolerated by either party to this agreement. Accusations of retaliation will be expeditiously investigated and appropriate action will be taken against anyone found to have engaged in retaliation.

## **ARTICLE 9 LICENSE/ENDORSEMENT**

Licensed employees will be assigned within their license/endorsement/certification area(s), except in extenuating circumstances.

## **ARTICLE 10 WORKING AND LEARNING ENVIRONMENT**

1. Teaching is recognized as the teacher's primary responsibility. The parties recognize that the performance of non-instructional duties by licensed or unlicensed personnel is sometimes necessary during the educational process; however, assignment of such duties shall be limited and assigned on an equitable, rotating basis during the duty day.
  - 1.1 Support staff personnel to duty shall be done on a rotating, equitable basis during the work day. SPED instructional assistants will not be assigned duty unless their assigned students are absent.
2. The parties will strive for the elimination of the intercom system during instructional time. Only emergency calls shall be forwarded to the classroom, all other calls shall be forwarded to the answering system or a written message shall be taken. Employees shall not be required to use their personal electronic devices during the work day; nevertheless, employees are responsible for receiving and acting upon messages/announcements or other information from their supervisor or District in a timely manner.
3. In elementary schools:
  - 3.1 Teachers shall be allowed reasonable and sufficient time to transition from one intra-school class teaching assignment to another.
  - 3.2 Instructional Assistants assigned to classrooms must be on cafeteria and playground duty on a rotating basis. Custodians cannot be assigned to supervise students.
4. Except where additional cost is involved, routine maintenance and repair work which will interfere with effective teaching should be accomplished outside the instructional time. When this is not possible, the teacher will be provided advance notice and moved to another adequate teaching station with all necessary materials available. If advance notice is not possible, or the teacher is moved, the teacher will not be evaluated or observed for evaluation.

5. Special events should interfere as little as possible with instructional time. If special events involving students occur during the teaching portion of the work day, the class schedule should be adjusted (with staff receiving advance notice) to provide for the regular number of teaching periods or subject areas for that day on an abbreviated basis, or adjust the schedule in another equitable manner, taking special precautions not to discriminate against any particular period or subject area.
6. All employees shall be provided the equipment and supplies necessary to perform their job functions, as determined by the District. Additional equipment requests may be made at any time to supervisors, and they will be reviewed on a case-by-case basis.

## **ARTICLE 11 INSURANCE**

1. Each employee shall be eligible for the benefits set forth in this Article unless otherwise prohibited by the New Mexico Public School Insurance Authority (NMPSIA). Upon employment with the District, each employee shall be provided a complete explanation of the benefits to which they are entitled.
  - 1.1 All insurance or other benefit programs will be implemented in accordance with policies and regulations of NMPSIA.
  - 1.2 The District shall inform District employees, in writing, about newly available programs or any proposed change to existing programs prior to the start of the enrollment period or prior to the implementation of the change.
2. An employee's insurance premium for insurance set forth below shall be deducted from the employee's pay check each pay period in equal installments if the employee signs up for NMPSIA insurance.
3. The District shall provide \$50,000 basic life insurance for each employee.
4. The District shall offer Vision, Dental and a 30-day disability plan.
5. The District shall assume the proportional premium cost for each salary level designated by NMPSIA.
6. The District shall continue to provide general liability insurance and Worker's Compensation insurance coverage for all employees in accordance with New Mexico law and NMPSIA regulations. A copy of the professional liability insurance shall be available to each employee at the start of each school year.
7. Employees shall be permitted to invest in an approved 403-b plan through payroll deductions. Employees shall assume the responsibility for all costs associated with exceeding the maximum exclusion allowance in accordance with IRS regulation.
8. The District will not reduce benefits currently being provided without negotiating the proposed changes.

**ARTICLE 12  
AGREEMENT COPIES**

Each party shall post a copy of this Agreement on their respective web-sites. A printed version of this Agreement shall be available at each work site.

**ARTICLE 13  
NO STRIKE OR SLOWDOWN OR LOCKOUT**

1. The Federation and its members shall not:
  - 1.1 Engage in a strike; and
  - 1.2 Shall not cause, instigate, encourage or support a public employee strike.
2. The District and its administration shall not:
  - 2.1 Cause, instigate or engage in public employee lockout.

**ARTICLE 14  
SENIORITY**

1. Seniority shall be defined as total length of continuous service with the District:
  - 1.1 Support staff shall be listed by length of continuous service in the district, regardless of job classification or licensure.
  - 1.2 Certified Staff shall be listed by length of continuous service in the district, regardless of job classification, licensure, certification or endorsement.
2. Employee's seniority will be counted as continuous length of service from the original date of hire with the District. Any unpaid leave of absence in excess of sixty (60) workdays shall not count toward accrued seniority. Otherwise, seniority shall only be broken upon separation from the District.
3. The District will maintain a seniority list of all employees in the bargaining unit and shall provide such list to the Union upon written request. The list shall be ranked in order of seniority by job classification
4. The District may only re-title job descriptions in order to clarify specialty skills.
5. Proposed re-titling that would result in a job being removed from the bargaining unit is open to negotiation.
6. All re-titled positions shall remain part of the bargaining unit.

**ARTICLE 15  
REDUCTION IN FORCE**

1. The District may lay off employees only for deletion of positions, shortage of work or funds, or other reasons that do not reflect discredit on the services of the employees.
2. The District shall identify organizational units for purposes of a layoff and submit a written plan to the board. Such organizational units may be recognized on the basis of

- geographic area, function, funding source, or other factors. The District must define the classifications affected within the organizational unit.
3. Upon board approval of a layoff plan, the District shall initiate a right of first refusal. All employees affected by the layoff shall be provided the following rights:
    - 3.1 employees to be affected by the reduction in force (RIF) shall be provided the right of first refusal to any position to be filled within the District for which they meet the established requirements, at the same or lower salary of the position the employee currently holds, unless there is an actual layoff candidate already exercising RIF rights for that position;
    - 3.2 affected employees shall compete only with other employees in the same district affected by the reduction in force;
    - 3.3 the District's list of eligible candidates for the open positions shall be comprised of those affected employees meeting the established requirements of the position;
    - 3.4 employees shall have eleven calendar days from the date of an offer to accept the position unless otherwise agreed; employees who do not accept an offer shall not lose the right of first refusal status to other positions; and
    - 3.5 the right of first refusal under this section shall extend until the first effective date of layoff as defined in the plan.
  4. The order of layoff due to reduction in force shall be by service date which is determined based upon the District hire date. In the event of a tie, the Superintendent shall determine an appropriate mechanism for breaking the tie.
  5. No tenured employee shall be laid off while there are term, probationary, emergency or temporary status employees in the same classification in the same organizational unit.
  6. Tenured employees shall be given at least 14 calendar days written notice of layoff. Notice shall be served according to the provisions below.

#### **RETURN FROM REDUCTION IN FORCE**

7. Former employees who were tenured at the time of separation by a reduction in force shall have reemployment rights within the employees' current job classification, for a six-month period, under the following provisions:
  - 7.1 Former employees shall be returned to work in order of highest service date as determined by item number 4 above to any position to be filled within the District from which the employee was laid off. The position must contain the same or lower midpoint as that held at the time of the former employee's separation, provided the former employee has made application for said position and meets the established requirements;
  - 7.2 Reemployment to positions and agencies/departments, other than the agency/departments from which the former employee was laid off, shall extend when any position is to be filled. The position must contain the same

or lower midpoint as that held at the time of the former employee's separation, provided the former employee has made application for said position and meets the established requirements. If, when an agency/departments intends to fill a position, there is more than one eligible former employee with rights to return to work under this rule, the agency/departments shall select the former employee who is best qualified in the agency's/department's opinion;

7.3 Offers of employment shall be made in writing and shall be delivered by a method that provides proof of service or attempted service;

7.4 A former employee who is offered and accepts employment after layoff shall occupy the position within 14 calendar days of accepting the offer of employment or forfeit the right to employment; and

7.5 Any former employee who refuses an offer of employment or fails to respond to an offer of employment within 14 calendar days shall be removed from the employment list for the position offered.

8. Former employees returned to work according to the provisions of item number 7 above shall have that period of time they were laid off counted as time in service, shall hold the status of the position and do not have to serve a new probationary period if reemployed into career status.

## **ARTICLE 16**

### **INVESTIGATIONS**

1. The District reserves the right to investigate all allegations of employee misconduct.
2. The employee reserves the right to Union representation during any meeting/conference, with a representative of the District that is investigative in nature and/or may lead to disciplinary action. Employees also have the right to representation at any meeting called by the employee.
  - 2.1 The administration shall inform bargaining unit members when a meeting will be investigatory and/or disciplinary, of their right to union representation at any such meeting. If no representation is available, a mutually agreed upon time will be established to meet within 24-hours with or without union representation.
3. An employee shall be placed on administrative leave with pay during an administrative investigation if the superintendent determines that it is not appropriate for the employee to remain in the class room or on the job during the administrative investigation.
4. Documentation of an investigation will be kept in a file separate from the employees official personnel file maintained at the Human Resources Office until the investigation is complete. At that time disposition will be in accordance with law and district and state policies.
5. Employee investigations shall be conducted expeditiously and in accordance with appropriate law. Prior to completion of an investigation, the employee will be provided

the opportunity to respond in writing to the complaint(s). Normally, management will initiate formal disciplinary action for just cause against an employee within thirty (30) days of discovery of the circumstances for which the disciplinary action is being contemplated. The parties recognize that certain circumstances require management to conduct an investigation prior to initiating disciplinary action for just cause against an employee. All Disciplinary Action must be for just cause.

6. Upon return to work from administrative leave due to an investigation, a meeting between the employee and his/her Union representative and the appropriate administrator will be scheduled in order to create a positive transition.
7. Investigations will be conducted in such a manner as to ensure that the results are based on facts that are supported by physical evidence and/or open testimony that can be verified or supported by other evidence or testimony.
8. If the employee is accused by a parent, student, or another employee, the administrator shall make every effort to resolve the matter as promptly as possible.

## **ARTICLE 17**

### **PERSONNEL FILE**

1. The District shall maintain an official personnel file for each employee. The file will be maintained in the Gadsden Administrative Complex.
2. An employee and/or designee duly authorized in writing by the employee shall be permitted to review material contained in the employee's official file. An employee wishing to access his/her personnel file shall provide at least twenty-four (24) hour advance written notice to the Human Resources Office. The District shall remove all pre-employment material from the file prior to review by the employee. A designated District official from the GAC shall be present during the file review. The file reviewer shall sign and date a form maintained in the personnel file.
3. The District will honor requests for a copy of any non-pre-employment document in the employee's file. The employee may be required to assume a reasonable cost for the copy(s) to be in accordance with board policy.
4. Except for routine file maintenance material, the District shall provide an employee with a copy of any document prior to the placement of the document in the file. The employee will sign the document verifying the employee has received the document. Signature does not mean agreement. The employee may submit a written response to any document in the employee's file.
  - 4.1 Any written response shall be placed in the file.
5. Each supervisor or administrator may maintain a separate working file for each employee at the work site.
  - 5.1 Documents in a supervisor's file may not be used to discipline, to evaluate, to discharge or to terminate an employee unless the employee was provided a copy of the document at the time the document was placed in the file.

5.2 An employee has the right to submit a written response to any document maintained in this file.

5.3 Any written response shall be placed in the appropriate file.

## **ARTICLE 18 EMPLOYEE RIGHTS**

1. Bargaining unit employees have the right to form, join, or assist a labor organization. Bargaining unit employees also have the right to not form, not join, or not assist a labor organization.
2. The parties shall not interfere with the right of bargaining unit employees to become members of the Union and shall not discriminate against a bargaining unit employee on the basis of age, gender, race, national origin, religion, creed, physical or mental ability, or union membership or non-membership.
3. The administration shall inform bargaining unit members when a meeting will be investigatory and/or disciplinary of their right to union representation at any such meeting. If no representation is available, a mutually agreed upon time will be established to meet when the representative is available.
4. An employee has the right to Union representation at any meeting requested by the employee.
5. Any negative criticism concerning the performance or behavior of an employee or an administrator will be made in a private meeting and not in a public setting. Persons who will be allowed to attend these private meetings are:
  - 5.1 The employee, their representative, and the representative's staff.
  - 5.2 Required administrators and their staff.
  - 5.3 Witnesses may be called, but will not be involved in proceedings beyond their testimony.

## **ARTICLE 19 TEACHER EVALUATION**

1. The district will implement and comply with NMAC 6.69.8 and "Performance Evaluation System Requirements."
2. Anonymous complaints shall not be used for evaluations.
3. Complaints from students, parents, and other employees will immediately be brought to the attention of the employee against whom the complaint has been made after the District received the complaint. The employee shall be provided the opportunity to respond to the complaint in writing. If the complaint is to be used for evaluative purposes, the employee's written response shall become part of the evaluation.

4. The evaluation shall be in writing and shall be presented and discussed at a conference between the employee's supervisor and the employee no later than ten (10) working days after the evaluation.
5. The employee shall be provided the opportunity to submit a written response to the evaluation that shall be made a permanent part of the evaluation.
6. The Plan of Success will not be utilized in a manner that is punitive in nature.
7. If a determination is made that the employee is not adhering to or meeting the goals of his/her Plan of Success, two independent evaluators who are level III teachers, one selected by the union and one by administration, and each must be acceptable to both the union and administration, will conduct at least two hours of evaluation of the individual. They will also review the Plan of Success and the teacher's progress in implementing the Plan of Success. At the completion of this process the evaluators will provide a written report to the Associate Superintendent for Human Resources. Both this report and the report from the administrator will be considered in any adverse personnel action.

## **ARTICLE 20 COMMITTEES**

1. The Federation shall have the same number of positions on all committees as is given to non-bargaining unit entities such as parents, community, administration, etc. This number shall be equal to the largest number given to any one entity, i.e., administration 4 – bargaining unit 4.
2. A budget committee shall be established. This committee shall be comprised of no more than three (3) Union appointees and three (3) District appointees. Either party may request that the Budget Committee convene as often as one (1) time per quarter for the purpose of reviewing the status of the budget. The President of the Federation shall be one of the three (3) union members.
3. The parties recognize that committee meetings need to be scheduled in such a way as to minimize the disruption to the educational process.

## **ARTICLE 21 ASSIGNED VEHICLES**

1. Employees who are assigned vehicles may be responsible for keeping the vehicle clean. Without prior approval, school vehicles may not be used to transport non-employees, or non-district property other than work-related tasks.
2. If an employee is required to use a personal vehicle for district business, the employee shall be reimbursed mileage according to the state per diem rate.

## **ARTICLE 22 TARDINESS**

Employees are paid for a full shift of work. Employees are expected to be at their work sites ready to work at the time identified as the beginning of the work shift.

Employees who exhibit a pattern of tardiness/lateness to work shall be required to sign in and/or sign out.

## **ARTICLE 23 PLANNING/PREPARATION TIME**

1. The parties recognize the educational importance of collaboration and planning time for teachers. The parties will cooperate in maximizing collaboration and planning time for teachers. For the purposes of this agreement, teachers shall include licensed employees and employees that are in licensed positions but are not licensed.
  - 1.1 Every effort shall be made to encourage coordination of preparation time for teachers involved in teaming, integration, inclusion programs and mentoring relationships.
2. Middle and high school licensed teachers shall have a total of 180 planning and preparation minutes, in 45-minute increments, per 5-day week.
3. All elementary licensed teachers shall have a minimum of 180 minutes per week for planning and preparation time. No block of time less than 30 minutes during the instructional day shall be counted towards this minimum.

## **ARTICLE 24 FACILITIES/UNIFORMS**

1. An employee shall be assigned to a primary work site, but may be assigned to work other sites on an as needed basis.
2. Providing adequate classroom space shall continue to be a priority of the District.
3. School employees, including teachers, shall be provided school supplies and equipment to fulfill their responsibilities to their assigned students.
4. Each school will have a telephone available for employee use.
5. The District will continue to provide a healthful and safe working environment.
6. The District will continue to comply with applicable state and federal health and safety laws and regulations.
7. The District will continue to provide necessary safety equipment, to include but not limited to:
  - 7.1 safety belts if requested by the employee;
  - 7.2 safety glasses;

8. All hazardous or potentially hazardous conditions at the worksite shall be reported to the immediate supervisor for immediate action.
9. Each security guard, custodian and each maintenance employee, shall be provided with a uniform. These employees shall will be issued three (3) uniforms at hire, three (3) at “order time” and four (4) per year thereafter.”
  - 9.1 In addition, each employee shall be provided in accordance with safety regulations, with one set of approved work foot wear each year. A second pair will be issued on an as needed basis to meet safety requirements.
10. Food service employees shall be provided with one set of approved foot wear each year:
  - 10.1 If the District requires certain specific clothing to meet specific work needs of physical plant employees and student nutrition employees the District shall pay for these clothing requirements.

## **ARTICLE 25**

### **TRANSFERS AND ASSIGNMENTS**

1. Changes in assignment for employees shall not be made prior to consultation between the principal or supervisor and affected employee. Changes shall be based on verifiable instructional program requirements, employee placement on the three-tiered pay scale, to meet the documented growth needs of the employee, or to ensure that all positions are filled by a highly qualified teacher.
2. Reasonable efforts will be made to accomplish needed adjustments through a voluntary process, i.e. qualified volunteers will be considered first. The minimum qualifications needed for the adjustment shall be publicly posted at each work site for a minimum of five (5) workdays, except in emergency situations.
3. The Bargaining Unit member may request and shall receive the reasons for the denial of a voluntary transfer.
4. An employee desiring a transfer effective the following school year must fill out a form requesting reassignment. This request will be good for one year beginning April 15<sup>th</sup> of the current year. A copy of this form must be sent to the Human Resources Director.
5. Vacancy posting shall contain the specific identification of the vacant positions, the work site at which the vacancy exists, the position’s major responsibilities, minimum license/certificate and skills needed for the position, the name of the person to whom the application should be sent, the salary range, and the deadline for submission of applications
6. Transfer forms shall be posted on the District web site.
7. Reasonable efforts will be made to accomplish needed adjustments through a voluntary process. i.e. qualified volunteers will be considered first.
8. In accomplishing necessary voluntary transfers, those who have already received training that qualifies them for the subject or grade level they are seeking shall be considered first. If two or more applicants are qualified for the open position, seniority shall be

- considered. Where seniority is the same, transfer will be determined by training as based on the T and E index. The person with the most training shall be on the top of the list.
9. When staff adjustment requirements cannot be met through the voluntary process, every effort will be made to consider individual and program needs in the course of the involuntary transfer process. Except for good cause shown, the employee with the least seniority shall be selected first for involuntary transfer.
  10. Prior to the final identification of a transferee(s) or initiation of a transfer(s), there shall be consultation regarding same between the principal/supervisor and the employee(s) being considered for transfer.
  11. The certified employee shall have a minimum of two (2) week notice prior to assuming the new assignment, except in emergencies. "Emergencies are defined as serious unexpected situations requiring immediate action."

## **ARTICLE 26**

### **NEGOTIATING PROCEDURES**

1. This Agreement shall remain in full force and effect until mutually changed by the parties
2. Each year during the life of this Agreement, each party may submit a maximum of six (6) issues to be negotiated at the beginning of the current school year. Salary schedules/adjustments will be negotiated prior to February 15 of the current school year.
3. The parties shall meet at mutually acceptable times and locations, at least once a week.
4. All sessions shall be closed.
5. Each party may have up to eight (8) team members, with one being designated as lead negotiator.
6. If the parties fail to reach an agreement by September 1, or either party declares an impasse, either party may request mediation services from the Federal Mediation and Conciliation Service (FMCS).
  - 6.1 A mediator from FMCS shall be assigned to assist in negotiations unless the parties agree to another mediator.
  - 6.2 The mediator shall provide services to the parties until the parties reach agreement or the mediator believes the mediation services are no longer helpful or until thirty (30) calendar days to start from the date when the mediator is assigned to the parties.
  - 6.3 If impasse continues after thee thirty (30) days, either party may request a list of seven regional arbitrators from FMCS.
    - 6.3.1 One arbitrator shall be chosen by the parties by alternately striking names from such list after coin toss to determine who strikes the first name.
    - 6.3.2 The arbitrator shall render a final, binding, written decision resolving all unresolved issues no later than thirty days after the arbitrator has been notified of his/her selection by the parties.

- 6.3.3 The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer.
- 6.3.4 The costs of an arbitrator and the arbitrator's related costs conducted pursuant to the subsection shall initially be shared equally by the parties, unless determined otherwise by the arbitrator.
- 6.3.5 Each party shall be responsible for bearing the cost of presenting its case.

## **ARTICLE 27 JOB AUDITS**

During the term of this Agreement, the Federation and the Associate Superintendent for Human Resources shall meet and confer in an attempt to identify those positions in the bargaining unit and administration in need of reclassification or job description updating.

## **ARTICLE 28 EMPLOYMENT PROCEDURES/VACANCIES**

1. When a full-time vacancy exists, in any position in the District, and the District decides to fill the vacancy, the District will fill the vacancy with the most highly qualified individual available, where there are applicants of equal qualification the applicant who is currently a district employee will be given preference.
2. Vacancies for all positions in the Bargaining Unit that the District determines to fill shall be posted on the district's web page at [www.gisd.k12.nm.us](http://www.gisd.k12.nm.us), a paper copy shall be posted at the Human Resources Office at the Gadsden Administrative Complex and at the work site where the job is to be filled.
3. Employees who wish to be considered for vacancies that occur during the summer months may submit a request for consideration prior to April 1<sup>st</sup> of each school year. The District will consider these applications for the positions identified.
4. Licensed personnel who are selected for a vacancy which is a lateral non-promotional move during the instructional year will normally assume the position two weeks after being selected. More time may be granted by the receiving principal, however that time shall not exceed one month.
5. The District will, whenever possible, hire maintenance personnel who are licensed or certified to perform their work.
6. The union will be consulted when a job description is to be updated. The updating of a job description that may result in the position being removed from the bargaining unit will only be done through the negotiation process.
7. Employees will be provided a copy of their job description upon initial hire, transfer, and upon revision.

**ARTICLE 29  
SALARY PROCEDURES**

1. Each employee shall be paid in accordance with the approved salary schedule set forth in this Agreement's Appendix unless otherwise indicated herein.
  - 1.1 The parties agree that the maximum number of years for out of District credit for which a licensed employee can receive credit on the Salary Schedule when beginning their employment with the District shall be limited to fifteen (15) years.
  - 1.2 Support Staff employees shall receive one (1) year of credit for each two (2) years of previous experience they have. The maximum years of credit a support staff employee may receive is four (4) years.
2. For the purpose of calculating teacher' salaries in this Agreement, a year of experience shall mean at least ninety-one (91) days of experience as reported by the reporting institution as a teacher with the District, another public school, a public college, a university or a private school which is accredited by a recognized accreditation agency.
  - 2.1 For all other classifications, a year of experience shall mean at least half of the total days for contracted days.
3. Change in pay due to the attainment of a degree or additional hours shall be made in accordance with the approved salary schedule. The change will be made after the District receives the official transcript or the registrar's affidavit which indicates the date of the degree or hours were earned provided degree/course completion verification is received by the District's personnel office no later than October 1<sup>st</sup> of the contract year.
4. Privatization of existing positions within the bargaining unit are subject to bargaining between the Federation and the District.
5. Employees who are employed with the District for a complete one-year contract shall be paid in twenty-four (24) equal installments, with no lump sum payments in the summer. Those employees who are employed less than a complete year will receive their pay according to the regular number of pay dates remaining in the year. If a pay date falls on a weekend, a holiday or a day during an extended break, the employee shall be paid on the last workday immediately preceding the weekend, holiday or break.

**ARTICLE 30  
FEDERATION RIGHTS**

1. The following provisions shall be granted exclusively to the Federation, and shall not be granted to any other labor organization.
2. The District shall continue to provide the Federation payroll deduction for employees in the amounts designated by the Federation. The deductions shall be made provided the deduction request is submitted to the District's payroll office through the Union representative on a form authorized by the Federation. The deductions shall be made

from the employee paychecks for each pay period unless otherwise agreed to by the parties. The authorizations may be submitted to the payroll office at any time, and the deductions will commence on the following pay period. The deductions shall be transmitted to the Federation no later than five (5) days following each pay date at which the deductions were made. Employee deductions shall be continuous and may be terminated only between May 1 and June 1 of each year provided the employee submits a written notice to the Federation at least thirty (30) days prior to the deduction termination. The Federation shall notify the payroll office of any change in the deduction amounts at least ten (10) days prior to the effective date of any action resulting from compliance with this provision.

3. It is understood that the District assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Treasurer of the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the District safe and harmless and pay for the defense of any legal action concerning the deduction of Union dues or failure to deduct Union dues.
4. The Federation may at their discretion present a brief statement at new teacher/employee meetings or orientations. The Federation may at their discretion also make a brief announcement at the first yearly campus (work site) meeting.
5. The Federation shall be permitted to use the employee mailboxes at District work sites for the dissemination of literature. The union must carry the material to be disseminated to each site and place the material in the mail boxes. All material to be placed in the mailboxes will be cleared by the site administrator, and shall only prohibit dissemination of material for good cause shown. The Federation shall not distribute libelous, slanderous material or defamatory materials. Each employee shall have a district mailbox at the employee's designated work location.
6. The Federation shall be granted twelve (12) paid leave days, collectively, during which the Federation representatives may conduct Federation business subject to Principal/Administrative/Supervisor approval. The District shall also grant the Federation ten (10) days for the same purposes, but the Federation shall reimburse the District the substitute cost, if any, for these days.
7. The President of the Federation or a designee, may be permitted to take union leave in one-hour increments for the purpose of conducting Federation business subject to the approval of the building administrator.
8. District will be provided a list of union members who are authorized to use this leave. Federation members who use the leave will call into the sub-finder system and provide appropriate leave forms.
9. The Federation shall be provided with at least the following budget information, upon written request at the time it is submitted to the District Board of Education or the Public Education Department. This information may be provided through electronic means.

- 9.1 A copy of the tentative/proposed operational budget including all worksheets and salary schedules;
  - 9.2 A copy of the final operational budget including all worksheets and salary schedules;
  - 9.3 A copy of the operational budget report on a monthly and quarterly basis to include budget amendment requests, budget transfers, budget line item as adjusted, expenditures during the current period, total expenditures to date, encumbrances and encumbered balances;
  - 9.4 A copy of the forty (40), eighty (80) and one hundred twenty (120) day student counts.
10. The Federation building representatives are recognized as Federation leaders in their respective work sites. This recognition carries with it the right of the representatives to carry out their Federation responsibilities on non-duty/non-work time. As long as they do not interfere with the educational process in the school, the delivery of services, or the performance of the employee job duties.
- 10.1 Building representative may distribute Federation materials and conduct Federation business related to a grievance or other representation on non-duty/non-work time. As long as they do not interfere with the educational process in the school, the delivery of services, or the performance of the employee job duties.
  - 10.2 The building representatives shall have the right to bring to the attention of the work site supervisor or principal all matters pertaining to the organizational and representational rights of the Federation and other concerns of the employees
11. Federation officials and/or representatives who are not District employees shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not interfere with the duty schedule of the employees involved and does not disrupt the instruction of students. Prior written notice is to be given to the work site supervisor or principal. The visitor shall be provided with a visitor's pass while in the building. Visitors must follow visitor procedures at the site and Federation officials or representatives may only meet with an employee during non-work time and in non work areas.
12. The Federation may use meeting areas in District buildings in the same manner as allowed to other entities provided advanced scheduling has been made with the District and provided such meetings do not interfere with the instructional schedule or conflict with the scheduled events as determined by the principal.
13. The Federation as exclusive representative, will be provided with following information for district employees in the bargaining unit:
1. Name and date of hire;
  2. Contact information including

- a. cell, home, and work phone numbers,
  - b. Work and personal email address, and
  - c. home address or personal mailing address.
3. Employment information including
- a. Job title,
  - b. Salary,
  - c. Work site location.

All information mentioned above must be provided within 10 days for newly hired employees and every 120 days for employed who are not newly hired. The information is to be kept confidential.

14. The Federation will have the right to use the District email system to communicate with employees in the bargaining unit regarding:
- 1. Collective bargaining,
  - 2. Investigation of grievances or other disputes, and
  - 3. Matters involving the governance or business of the labor organization.

## **ARTICLE 31**

### **GRIEVANCE PROCEDURE (See Appendix B)**

#### 1. Purpose:

- 1.1 The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure.
- 1.2 State 1, Step 1 Grievance meetings may not include representation by an attorney.
  - 1.2.1 Stage 1, Step 1 Grievance meeting is a meeting, not a hearing. It is a meeting with the immediate supervisor to attempt to resolve the grievance issue to the lowest level, with or without a representative from the Federation.
- 1.3 The employee has 20 work days to meet with their immediate supervisor to resolve the problem. If the employee is satisfied with the outcome of the meeting, all interested parties will sign off. In the event that the employee is not satisfied with the meeting's outcome, the have 10 work days to submit the grievance form to Human Resources.

#### 2. Definitions:

- 2.1 A "grievance" shall be defined as a dispute pertaining to a claim that alleges a violation, misinterpretation or inequitable application of this Agreement or district policy.

- 2.2 A “grievant” shall be an employee, group of employees, the Federation or the District.
- 2.3 A “party of interest” shall mean any witness at a grievance hearing, a person against whom an action may be taken, or a person who may be impacted as a result of any action taken to resolve a grievance.
- 2.4 “Days” shall mean workdays and shall not include holidays or recesses observed by the District according to the 260 day calendar.

3. Procedures:

- 3.1 Grievance proceedings shall be kept informal and confidential at all levels of this procedure.
- 3.2 The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 3.3 If the District fails to comply with the time limit requirements as set forth herein, the grievance shall be considered automatically appealed to the next level of the procedure.
  - 3.3.1 If the Union fails to comply with the time limit requirements as set forth herein, the grievance shall be considered null and void.
- 3.4 The time limits set forth herein shall only be extended by express, mutual written permission.
- 3.5 A grievance shall not be considered unless the grievant initiates the grievance in writing no later than twenty (20) workdays after the grievant knew or should have reasonably known of the action that precipitated the grievance.
- 3.6 A grievant may be accompanied and represented by a Federation representative at any meeting or hearing conducted under this procedure. The party against whom the grievance has been filed may also be accompanied and represented by a representative of the party’s choice at any hearing or meeting conducted under this procedure. The Stage 1, Step 1 Grievance meeting with the immediate supervisor may not include representation by an attorney. The Stage 1, Step 1 Grievance meeting is a meeting, not a hearing. It is a meeting with the immediate supervisor to attempt to resolve the grievance issue at the lowest level.
- 3.7 No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party of interest as a result of participation by the grievant or the party of interest in the processing of a grievance.
- 3.8 Any employee, acting individually, may present a grievance. At any hearing of a grievance brought individually by an employee, the Federation as a party to this agreement, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this Agreement.

- 3.9 If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the affected employees.
- 3.10 The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- 3.11 Documents related to a grievance shall be maintained separate from any employee's personnel file.
- 3.12 All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties found in this Agreement's Appendix.
- 3.13 Unless otherwise agreed to by the parties, the processing of grievances shall be conducted before or after the workday;

4. Stage 1:

- 4.1 The grievant shall first discuss the grievance with the grievant's immediate supervisor with the objective of resolving the grievance. As set forth in 1.1.
  - 4.1.1 If the grievant and the Federation are not satisfied with the resolution for the grievance with the immediate supervisor, the Federation may reduce the grievance to writing and present it to the designated Human Resource Department official within ten (10) days of the discussion with the immediate supervisor.
  - 4.1.2 The requirement to do this initial step in the grievance process may be waived upon expressed, mutual written consent of the union and management.
- 4.2 Within ten (10) days of receipt of the written grievance, the Human Resources Associate Superintendent or designee shall meet with the grievant and all parties of interest with the intent of resolving the grievance.
  - 4.2.1 Within ten (10) days of the conclusion of the meeting with the designated Human Resource person, the Human Resource Designee shall submit a written response based on the evidence presented at the meeting.
  - 4.2.2 Within ten (10) days of receipt of the Human Resource Designee response, the Federation may submit the grievance to the Superintendent or his designee.
- 4.3 Within ten (10) days of receipt of the written grievance, the Superintendent or his/her designee shall conduct a hearing with the intent to resolve the grievance.
  - 4.3.1 Within ten (10) days of the conclusion of the hearing, the Superintendent or his/her designee shall submit a written response based on the evidence at the hearing.

**5 Stage 2:**

- 5.1 If the Federation is not satisfied with the Superintendent's or designee's written grievance disposition, the Federation may submit the grievance to arbitration by simultaneously notifying the Superintendent and the Federal Mediation and Conciliation Service (FMCS) in writing of the Federation's intent to arbitrate the matter. The written intent shall be filed no later than ten (10) days following receipt of the Superintendent's written grievance response.
- 5.2 The FMCS shall submit a list of seven (7) arbitrators to the parties. The arbitrator shall be chosen through the process of alternately striking names until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from the FMCS.
- 5.3 The arbitrator shall conduct the hearing as soon as possible.
- 5.4 The arbitrator shall have the authority to issue subpoenas for the production of documents and the testimony of witnesses.
- 5.5 Issues related to arbitrability of a grievance shall be decided by the arbitrator prior to the evidentiary hearing.
- 5.6 The Arbitrator's decision shall be submitted no later than thirty (30) days following the close of the hearing.
- 5.7 The Arbitrator's decision shall be in writing and shall include the decision's rationale and, if appropriate, relief.
- 5.8 The arbitrator's decision shall be final and binding on the parties.
- 5.9 The arbitrator's fees and costs shall initially be shared by both parties, unless determined otherwise by the arbitrator. All other expenses shall be assumed by the party incurring the costs.

**ARTICLE 32****STUDENT DISCIPLINE**

1. The parties recognize that student deportment and respect for others are essential for a successful and productive educational program, the academic success of students and the safety of employees and students.
2. The principal shall have the primary responsibility for administering the school's student discipline policy. In accordance with the both the district's and school's discipline policy, the teacher shall be responsible for maintaining an environment which is conducive to teaching and learning. The responsibility for school-wide student discipline shall be shared by all building administrators, faculty, and staff.
3. The teacher is the initial source of discipline for all students under the supervision of the teacher. The teacher shall take whatever action is necessary and permitted under policy and law to properly discipline a disruptive student prior to referring the student and the problem to the administration. The teacher may refer to the administration a student

whose behavior prevents the teacher from providing instruction and/or threatens the safety of either the teacher or the students.

3.1 The student must have written authorization to return to class.

3.2 An employee who has reported a student for a disciplinary infraction will be informed of actions taken to correct the student behavior. Any negative information provided about a student will be held in the strictest confidence.

## ARTICLE 33

### SUBSTITUTES AND SUBSTITUTE DESK

1. The parties agree that the District Substitute Procedure (attached as Appendix A) shall be the procedure used at all schools/sites for the purpose of reporting absences.
  - 1.1 At the beginning of each school year, each employee shall receive a sign receipt of the District Substitute Procedure.
2. When an employee is to be absent, he/she shall follow the process outlined in the District Substitute Procedure.
3. When employees become ill during the school day, they shall notify their supervisor; and, if necessary, they will use available general leave.
4. Employees who are absent shall notify their principal or immediate supervisor one and one-half hours (1.5 hours) prior to the end of the duty day if they do not expect to return the following day.
5. A teacher may request a specific substitute in case where a “planned absence” allows.
6. A teacher or educational assistant may be assigned to cover during an emergency or when there are no substitutes available. Every effort will be made to limit these incidents.
  - 6.1 SPED educational assistants may not be used to cover classes unless there are no students to whom the SPED educational assistant is assigned.
  - 6.2 During a remote learning session, educational assistants who are licensed as substitutes may be used as substitute teachers for absent teachers or for vacant teacher positions.
7. Reasonable efforts will be made to provide substitutes for all positions.
  - 7.1 A certified teacher could be asked on an equitable rotating basis to give up their prep to cover a class.
8. Both parties understand the importance of maintaining appropriate numbers of professional adults in the classrooms at all times. If the IA is to cover a classroom for a period of time two (2) hours or less the selection of this IA shall be left to the discretion of the building administrator. If the IA is to cover a classroom for more than two (2) hours, the selection shall be on a rotating basis.
9. Substitutes shall be responsible for carrying out the lesson plans and/or instructions provided and shall exercise proper classroom management.

**ARTICLE 34  
CALENDAR**

The annual calendar for all schools will be developed in conjunction with the Union Management Committee and be presented to the Union Executive Committee and the Board of Education for approval not later than April 1<sup>st</sup> of each year of the contract.

**ARTICLE 35  
PAY**

1. All District employees will be compensated according to the negotiated and Board of Education adopted salary schedule for the current school year. (Appendix C)
2. The parties agree that the assignment of employees to work in assignments different from their normal assignment with the District (i.e. taking tickets or operating the chains at football games, etc.) shall be on a voluntary and equitable rotating basis.
3. Movement between ranges based upon educational attainment will continue.

**ARTICLE 36  
WORK DAY/WORK YEAR**

1. For the purpose of this article, the following definitions shall apply:
  - 1.1 “Workday” shall mean any day during which an employee is required to report to work for any purpose.
    - 1.1.1 The support staff employee workday shall be eight hours, with a thirty (30) minute, unpaid, uninterrupted lunch break.
    - 1.1.2 Educational assistants shall have a 7.5 hour workday with a thirty (30) minute, unpaid, uninterrupted lunch break.
    - 1.1.3 The teacher workday shall be continuous 7.5 hours with a thirty (30) minute uninterrupted lunch break.
    - 1.1.4 The ancillary special education workday will be brought before the Union Management Committee at the earliest opportunity.
  - 1.2 “Preparation day” shall mean a workday during which a teacher is not assigned instructional duties, but the teacher is participating in professional preparation.
  - 1.3 “In Service Day” shall mean a workday during which a teacher or educational assistant is not assigned instructional duties, but the teacher is participating in staff development activities.
2. The teacher and educational assistant work year shall be one hundred ninety (190) days.
3. A teacher who is required to extend his/her school day for the purpose of direct instruction of students will be paid at their regular converted hourly rate.

- 3.1 Those teachers who voluntarily accept a position as tutor, summer school, or similar position will be paid at a rate of twenty-five (\$25.00) dollars per hour.
4. Licensed personnel will not be required to attend after school events on more than six (6) occasions during a school year. After school events are defined as (i.e., festivals, carnivals, fiestas, Family Literacy Nights, Open Houses, etc.). Teachers who exceed their workday hours for Parent-Teacher Conferences shall be compensated with “flextime” the same day or the next (non-instruction) day.”
5. A support staff employee who works in excess of forty (40) hours within the work week shall be compensated at the rate of one and one-half (1.5) times for each hour of overtime worked. The employee has the option of accepting either financial payment or compensatory time (equal to 1.5 hours of overtime worked) to be taken at a time that is acceptable to both the employee and administration. If a specific time or date is denied the denial will not be arbitrary and the employee will be given a rationale for that decision.
  - 5.1 The supervisor shall determine all needed overtime and an employee will not work overtime unless explicitly instructed to by an authorized administrator/supervisor.
  - 5.2 Compensatory time not scheduled or taken within twenty (20) work days after earned will automatically be turned into financial compensation as detailed above.
  - 5.3 Compensatory time cannot be awarded to any hourly employee who works less than forty (40) hours in any given week. All time under forty (40) hours must be paid as salary and not compensatory time.
6. Support Staff employees called back to work for an assignment which is not contiguous with the employee’s workday shall be paid for the actual time and travel time and shall be guaranteed at least two (2) hours.
7. If educational assistants are required to work beyond their workday, additional time shall be compensated at the rated of time and one-half (1.5).

## **ARTICLE 37**

### **GENERAL LEAVES**

1. For the purposes of this article, “Immediate Family” shall include:
  - Spouse
  - Grandparents
  - Children
  - Grandchildren
  - Parents
  - Like relations created by marriage
  - Siblings (e.g., stepchild, father-in-law, etc.)
  - Aunt
  - Uncle
  - A child who has been placed under the guardianship of the employee.
- 1.1 Accrual of leave will begin on the date the employee first reports to work.

2. Time spent by an employee on paid leave shall be counted for seniority purposes and accrual of leave. Time spent on unpaid approved leave in excess of sixty (60) work days shall not be counted for seniority purposes.
3. Paid leave for certified employees will be taken either one-half day or full day and Support Staff employees shall be taken one-half (1/2) day or full day, or by the hour.
4. An employee who has been placed on leave for 60 work days or 12 work weeks or less shall be returned to the same position in which the employee was assigned at the time the leave commenced. After 60 days/12 weeks and up to one year the employee may be returned to the same position if it has not been filled or to an equivalent position if it has. An employee shall be entitled to return from any leave earlier than anticipated provided the employee provides timely notice as set out below.
  - 4.1 An employee whose intermittent leave requests negatively affects the instructional program's continuity and productivity may be replaced by a contract employee for the remainder of the semester. The employee on leave shall be entitled to the reentry rights set forth under 4 above.
  - 4.2 Intermittent absence shall be defined as absences of 50% of the work days in a six (6) week period (15 work days) in at least three (3) different period of absence, or 40 % of work days in an eight (8) week period (16) work days in at least four (4) different periods of absence.
5. Upon return from any paid leave, the employee shall be placed on the same salary schedule range and step at which the employee is entitled by state guidelines. Upon return from a leave without pay, an employee shall be placed on the salary schedule range and step to which the employee is entitled as a result of the employee's experience prior to the commencement of the leave.
6. Upon return from any authorized leave without pay, an employee shall be credited with the same accrued leave which commenced.
7. While on any leave, an employee shall be responsible for maintaining contact with the District concerning the employee's expected date of return. The employee shall provide the District with a five (5) day notice of the employee's expected date of return for any leave of thirty (30) calendar days or more.
8. During a teacher's absence, the District will make the necessary arrangements that will minimize the disruption of the instructional program for the students.
9. While on leave without pay, a teacher may work as a substitute with the District provided the teacher's work does not violate the conditions under which the teacher was granted the leave.
10. While on any leave without pay, an employee shall remain eligible for health insurance benefits. Unless otherwise provided under law, an employee shall assume responsibility for one hundred percent (100%) of the insurance payments while on an extended leave of absence.

11. Unless otherwise set forth in this Agreement, all applications for leaves with duration in excess of five (5) consecutive days shall be submitted to the Assistant Superintendent for Human Resources no later than ten (10) days prior to the requested commencement date of the leave or in the event of an emergency, as early as possible.
12. All leave requests are subject to the approval of the immediate supervisor.
13. Bargaining unit employees will meet their responsibility to notify their principal or immediate supervisor of anticipated absences in accordance with number 4, of Article 33. Failure to give proper notice as required by the contract and School District may result in the denial of such leave, the loss of pay and/or disciplinary action.
14. The parties agree to converting sick and personal leave to general leave.

### **ARTICLE 38 ANNUAL LEAVE**

1. Two hundred sixty (260) bargaining unit employees shall accrue annual leave as follows:
  - 1.1 Employees with ten (10) years or less experience with the District will earn ten (10) days per year with a maximum accrual of twenty (20) days.
  - 1.2 Employees with more than ten (10) years' experience with the District will accrue fifteen (15) days per year with a maximum accrual of thirty (30) days.

### **ARTICLE 39 BEREAVEMENT LEAVE**

Each employee shall be granted five (5) days paid bereavement leave in the event of each death in the employee's immediate family as defined in Article 37. The employee may also utilize any other unused leave.

### **ARTICLE 40 LEAVE**

1. Each employee shall be credited at the commencement of each year with two days leave and will continue to accrue additional leave at the rate of one (1) work day for each twenty (20) work days with unlimited accumulation.
2. If an employee who has used all of their accrued leave and had their pay docked and the employee has completed their contract the employee may request reimbursement of the lost pay if they have leave days accrued at the end of the year.

### **ARTICLE 41 PARENTAL LEAVE**

1. An extended leave of absence not to exceed 60 work days or 12 work weeks or the remainder of the semester, whichever is longer, shall be granted an employee for the purpose(s) of child bearing/rearing any time between commencement of pregnancy and

the child's first birthday. Upon request of the employee, the District may extend the leave to a maximum total absence of one (1) year, or the end of a semester, whichever is longer. This additional leave shall be without pay.

2. During the period of an employee's pregnancy during which the employee is physically unable to work as determined by the employee's physician, the employee may utilize authorized paid leave.
3. An employee shall submit a written request for this leave no later than ten (10) days prior to the commencement of the leave except in the case of an emergency. The application shall be accompanied by a physician's statement identifying the expected date of delivery and other relevant medical facts.

#### **ARTICLE 42 MILITARY LEAVE**

An employee who is a member of an organized unit of the United States Military shall be given paid leave not to exceed fifteen (15) working days per federal fiscal year when the employee is ordered to duty for training. Such leave is to be in addition to other leave or vacation time with pay to which such employee is otherwise entitled. Except in the case of an emergency, an employee shall submit a formal request for this leave accompanied by supportive documentation at least two (2) weeks prior to the starting date of training.

#### **ARTICLE 43 EXTENDED LEAVE**

1. An employee may be granted an extended leave of absence at no pay for a maximum of one (1) year for personal reasons. The leave application shall include a complete explanation for the leave request.
2. Employees who are granted a leave of absence by the District will be required to forfeit that approval if they obtain employment with another employer without prior school district approval.

#### **ARTICLE 44 EXTENDED SICK LEAVE**

An employee who exhausts all accrued paid leave and benefits under the Sick Leave Bank and is unable to return to work because of sickness or disability or is receiving disability benefits under the Worker's Compensation Act shall be placed on an unpaid leave for a period not to exceed one (1) year. The employee may be asked to submit supporting documentation for the leave to the District.

**ARTICLE 45  
LEGAL LEAVE**

1. Leave with pay shall be granted to an employee called to serve on jury duty. All monies paid for serving on jury duty will be turned over to the district finance office.
2. Leave without pay will be granted to an employee who has exhausted all paid leave to appear in court to assert or protect the employee's own interest. The employee will provide supervisor with documentation of appearance to include specific times and dates.
3. Leave with pay will be granted an employee when absence from duty is required by a lawful subpoena to testify in court on a job-related issue not brought forward by the employee.
4. All applications for this leave shall be made to the employee's immediate supervisor.

**ARTICLE 46  
LEGISLATIVE LEAVE**

An employee who is elected to serve in the New Mexico Legislature shall be granted leave with pay for the number of days for the regular annual session of the Legislature or any special session of the Legislature called by the governor plus ten (10) additional days to attend to his or her legislative duties. Any additional days with pay necessary to carry out legislative duties may be granted upon request to the Superintendent.

**ARTICLE 47  
SICK LEAVE BANK/TRANSFER OF LEAVE**

1. The parties acknowledge that it is in the best interest of both the District and the employees to limit payments from the Sick Leave Bank to those situations in which no alternative funding is available. To facilitate reaching this goal, all members of the Sick Leave Bank shall be required to attend a presentation on the benefit of acquiring disability insurance. The Union will encourage employees to obtain disability insurance. Should an employee be eligible for coverage by both the Sick Leave Bank and an insurer, the Sick Leave Bank will become the secondary income provider.
  - 1.1 A Sick Leave Bank shall be maintained whereby an employee who suffers a long-term illness or disability which requires extended hospitalization or home confinement and for which no worker's compensation benefits are available shall be eligible to apply for paid sick leave after the employee exhausts all accumulated sick leave.
  - 1.2 The Sick Leave Bank shall be composed of three (3) employees appointed by the Federation and three (3) employees appointed by the District. Appointments shall be made annually. A chairperson shall be elected by the

appointed members at its first meeting. Decisions shall be made by a majority vote of a majority quorum.

- 1.3 An employee may join the Bank by completing an application and contributing sick leave to the Bank. Contributions to the Bank are not refundable. Applications for membership in the Bank will be accepted prior to October 1 of each year or within thirty (30) calendar days after an employee is hired, whichever is later.
- 1.4 An employee shall be eligible to withdraw from the Bank provided the employee has contributed at least one (1) day to the Bank.
- 1.5 An employee who exhausted all accumulated leave shall be eligible to apply for sick leave from the Bank. If the employee's application for days is accepted, the committee will reserve the right to determine the number of days awarded.
- 1.6 Maximum lifetime withdrawal from the Bank shall be forty (40) days.
- 1.7 If the total number of days in the Bank is reduced to one hundred eighty (180) days, the Committee will require members to donate an additional day to the Bank. All members will be provided written notice of the need for additional donations. Membership will be continued provided the member contributes the additional day. Previously donated days shall not be refunded to an employee upon termination of membership.
- 1.8 An employee who has applied to the Bank for sick days may attend the meeting at which the Committee will review the application. The employee may be accompanied at the meeting by a representative or the representative may attend alone on behalf of the employee. The Committee shall have the sole authority to either approve or disapprove applications for Bank benefits. The decision of the Committee shall be final.
- 1.9 All applications for days shall be considered accepted unless voted against by a majority of the Committee. Decisions of the committee shall not be subject to district grievance procedures. Failure of the committee to follow procedures set down in this article shall be grievable.
2. Any full-time employee experiencing a medical emergency, regardless of membership in the Sick Leave Bank, may solicit accrued annual or sick leave from another employee, and any employee may donate, or transfer, accrued annual or sick leave to another employee/recipient experiencing a medical emergency who has solicited a donation of annual or sick leave. The maximum lifetime receipt of transferred or donated leave to any individual employee shall not exceed forty (40) days. Please refer to GISD Board Policy GCCG.

**ARTICLE 48  
HEALTH AND SAFETY**

1. The District will continue to provide a healthful and safe working environment for all employees.
2. The District will continue to comply with all health and safety laws.
3. The District will continue to conduct safety inspections at all work sites.
4. The District will continue to provide training for employees on blood borne pathogens and how to protect themselves and others from possibly contaminated body fluids.
5. The District will continue to sponsor CPR and First Aid training for all staff.
6. When writing specifications for the purchase of new equipment, safety specifications will be given high priority in determining what brand/type of equipment to purchase.
7. All hazardous or potentially hazardous conditions will be reported to the employee's immediate supervisor.
8. Employees required to use hazardous chemicals will receive training on the proper use of such chemicals.
9. The parties agree to cooperate with efforts to provide a safer working environment. To that end, mutually agreed upon safety committees will be established that will include equal employee participation.

**ARTICLE 49  
UNION/MANAGEMENT COMMITTEE**

1. The UMC shall be composed of three (3) employees appointed by the Union and three (3) non-bargaining unit employees appointed by the District.
2. The UMC will discuss concerns related to the implementation of this agreement and other Mutually agreed upon issues.
3. Issues may be brought to the UMC by either the Union's Executive Council or the Superintendent/designated.
4. The UMC shall meet within ten (10) working days of notification by either party of an issue to be discussed.
  - 4.1 The committee shall be chaired by a different individual every month on an equitable rotating basis.
5. The UMC will submit findings and recommendations simultaneously to the District and to the Union.
6. The UMC may create subcommittees as needed to fulfill specific responsibilities.
7. Specific responsibilities of the UMC include, but are not limited to:
  - 7.1 Resolution of problems and concerns related to the implementation of this Agreement.
  - 7.2 Discussion, development, and revision of any proposed job description changes.
  - 7.3 Development of all grievance forms.

7.3 Resolution of health and safety issues.

7.4 Discussion and resolution of issues regarding the impact of instruction and professional decision

**ARTICLE 50**  
**DURATION**

1. This Agreement shall become effective upon the ratification of the parties. The Agreement shall remain in full force and effect until July 1, 2024.
2. If a successor Agreement is not reached by the above date this Agreement shall remain in full force and effect.
3. This agreement may be amended by mutual agreement of the parties at any time during its duration provided the parties execute the amendment in writing.

**AGREEMENT BETWEEN  
GADSDEN INDEPENDENT SCHOOL DISTRICT AND  
LOCAL#4212**

**SIGNATURE PAGE**

Approved this 10th day of June, 2021, by the Gadsden Independent School District  
Board of Education during its Regular School Board Meeting held at Gadsden Administrative  
Complex in Sunland Park, New Mexico.

X *Laura Salazar Flores*

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Laura Salazar-Flores  
Gadsden ISD Board of Education President

X *Travis Dempsey*

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Travis Dempsey  
Gadsden ISD Superintendent

X *Dolores Nanez*

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Dolores Nanez  
AFT Local #4212 President