

**NEGOTIATED AGREEMENT**  
**between the**  
**LOS ALAMOS PUBLIC SCHOOLS**  
**and the**  
**LOS ALAMOS FEDERATION OF SCHOOL EMPLOYEES**  
Paraprofessional and School-Related Personnel

**July 1, 2019 – June 30, 2020**

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## **ARTICLE I - AGREEMENT**

This Agreement is between the two parties, the Los Alamos Public Schools, a public employer, hereafter known as the "Board", and the Los Alamos Federation of School employees, a labor organization, hereafter referred to as the "Federation". The terms of this contract shall be binding upon the Board, the Federation, and all the personnel that the Federation represents in the Paraprofessional and School-Related Personnel bargaining unit (PSRP).

## **ARTICLE II - PREAMBLE**

The PSRP of the Federation are committed to supporting the efforts of the Board and the certified employees to work toward a high standard of education in Los Alamos. To enhance that goal, this Agreement seeks to establish policies and procedures for the PSRP that are fair, consistently applied, and universally understood.

## **ARTICLE III - RECOGNITION**

The Federation is recognized as the exclusive bargaining agent for the (non-supervisory) PSRP of the District who are employed a minimum of ten hours a week, excluding all seasonal employees. The scope of this bargaining includes wages, hours, and the regulation of terms and conditions of employment.

## **ARTICLE IV – AGREEMENT CONTROL**

- A. This Agreement will be implemented in accordance with the Constitution and laws of the United States and the State of New Mexico.
- B. In case of any conflict between the provisions of this Agreement and any Board or Federation policy, practice, or procedure, the provisions of the Agreement shall prevail for the period of the Agreement.
- C. This Agreement may only be modified through a written agreement negotiated by both parties.
- D. Unless otherwise specifically stated, the provisions of this Agreement shall be applied equally to each eligible employee in each employee group.
- E. If any part of this Agreement is found invalid, the remaining portions and their applications shall not be affected.
- F. Any jointly established committee will be collaboratively determined by the Board and Federation.

## **ARTICLE V – DEFINITIONS**

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

- A. Employees: all PSRP as defined in Article III.
- B. Non-probationary employees: all employees who have completed the terms of their third consecutive contract with LAPS **This** definition applies to the attainment of tenure status only. Tenure is established for the amount of time specified on the third completed agreement. The three agreements do not have to have been for the same job classification.
- C. Probationary employees: all employees who have not yet completed the terms of their third full consecutive agreement with Los Alamos Public Schools.
- D. Full-time Employees: Those employees whose working agreements/contracts read 1.0 FTE regardless of whether that FTE is based on seven or eight hours.
- E. Part-time Employees: Those employees whose work agreements/contracts are for less than 1.0 FTE regardless of whether that FTE is based on seven or eight hours.
- F. District: the Los Alamos Public Schools.
- G. Board: the elected members of the Board of the Los Alamos Public Schools.
- H. Federation: the Los Alamos Federation of School Employees.

- I. Use of one gender shall be interpreted as including the other gender.
- J. All references to "days" found in this contract refer to regularly scheduled district work days unless noted otherwise.
- K. Disciplinary action may include but not be limited to a verbal or written reprimand, suspension, or termination.

#### **ARTICLE VI – NEGOTIATION PROCEDURES**

- A. Either party may submit a written notice to the opposite party requesting the start of negotiations for a successor Agreement. The negotiation process shall begin no later than 90 calendar days prior to this Agreement's termination date.
- B. If the parties have not reached agreement on a successor contract before the termination of this Agreement, the current contract shall remain in full force until a successor contract is negotiated and ratified.
- C. Both parties agree to meet at reasonable times and places and in good faith to negotiate a successor Agreement on wages, hours, and terms and conditions of employment.
- D. The Board and the Federation agree to honor each other's reasonable requests for statistics, documentation, and budget information germane to any issue under discussion.
- E. No employee engaged in formal negotiations shall be required to suffer loss of salary or of accumulated leave as a result of that participation.
- F. Negotiations shall proceed according to written ground rules agreed to by both parties.

#### **ARTICLE VII – FEDERATION RIGHTS**

- A. The Board shall provide for payroll deductions of Federation dues based on the information provided by the Treasurer. Signed dues deduction cards of new members delivered to the Business Office ten workdays prior to a pay date shall initiate deductions that pay date. Dues deductions for authorized amounts shall automatically continue from year to year unless revoked by the employee through written notification to the Business Office. When cards are filed to these specifications, deductions shall commence with the first paycheck of the school year and continue for all paychecks in which voluntary deductions may be taken. Payroll deductions for dues will be paid within five working days to the Federation Treasurer.
- B. The Federation shall have the right to use mailboxes at each site, as well as collaboratively designated bulletin board space.
- C. The Federation may use school facilities, when approved in advance by the site administrator, to conduct business and hold meetings during non-duty times provided these do not interfere with the instructional program or rental agreements.
- D. Federation representatives shall have an opportunity to announce a scheduled non-duty meeting time with new hires during orientation.
- E. There shall be no discrimination by the District against any employee because of his or her membership in and legal activities in the Federation.
- F. The District shall provide additional leave time for employees chosen by the Federation President to attend to Federation business as designated by the president. This time shall not exceed five days a year for the Federation. When applicable, substitute costs will be borne by the Federation.
- G. Federation members shall have the opportunity to use a reasonable amount of time, to be determined in collaboration with the site administrator, to make announcements at staff meetings.
- H. Federation representatives who are not District employees shall have the right to visit work sites for the purpose of conducting representational business provided the visit does not interfere with the duty schedule of the employees involved, provided all site rules are followed. Existing building regulations concerning notification by all guests will apply to Union representatives.
- I. A copy of Board agendas containing support materials will be provided to the Federation president and to each work site. Additional Board books will be available at the Central Office.
- J. The Federation shall be provided with requested District financial information and any other public information necessary for conducting negotiations.
- K. Upon request from the Federation, the District shall annually provide the Federation with a list of

bargaining unit employees. The list shall include employee names, job classifications, and

worksites. The seniority list will provide the most recent date of hire. The Federation may request updates on this information during the year.

- L. The District shall provide each new employee a copy of the District's Employee Handbook and a copy of this Agreement.

#### **ARTICLE VIII – MANAGEMENT RIGHTS**

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Agreement.

- B. Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the Board will retain the right to:
  - Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
  - Determine qualifications for employment and the nature and content of personnel examinations;
  - Take actions as may be necessary to carry out the mission of the public employer in emergencies.

The Board will retain all rights not specifically limited by this collective bargaining agreement or by the Public Employee Bargaining Act.

- C. The Board retains the right to exercise or not, as it sees fit, any of its options under law. Any decision by the Board not to exercise a right shall not be construed as a waiver of such a right.

#### **ARTICLE IX – NON-DISCRIMINATION**

The District shall not discriminate in any of its policies, procedures, or practices on the basis of race, color, national origin, religion, gender, sexual orientation, age, disability, veteran status, gender identification or political affiliation.

#### **ARTICLE X – SENIORITY**

Seniority shall be based upon the employee's continuous length of service in the bargaining unit within the District. Time spent on extended leave of absence shall not be counted for seniority purposes but shall not constitute a break in service. Seniority lists shall be maintained by the Director of Human Resources and provided to the Federation by September 15 of each school year. The list shall include PSRP grouped by job category, then ranked in order of seniority by the initial date of hire of continuous employment for each PSRP, less any time covered under Leave Without Pay.

#### **ARTICLE XI – REDUCTION IN FORCE**

A. The District shall have the right to reduce its number of employees and, if necessary, discharge or terminate employees through a reduction in force (RIF) when one or more of the following circumstances are present:

1. A substantial decrease in pupil population
2. A substantial reduction in operating revenues
3. A substantial decrease in enrollment of a specific grade level or program, or the elimination of a program
4. The enactment of laws or court decisions that directly affect staffing and are beyond the immediate control of the Board.

- B. If the District anticipates a RIF, the District will notify the Federation in writing at least 30 calendar days prior to the implementation. The notice shall include the reasons for the RIF and the affected program. The Federation and the District shall meet to discuss the RIF. Employees affected will be notified as soon as possible.

- C. If it becomes necessary to reduce the number of employees, the District shall attempt to avoid the RIF by means of attrition and reassignment of employees to vacancies within the District and the non-renewal of contracts for probationary employees.
- D. At the request of the District, a non-probationary employee may voluntarily consent to a reduction in hours of employment or to a lower classification in order to avoid lay off.
- E. Whenever an employee is laid off, the order of lay off shall be determined by seniority. The employee within the job classification with the least seniority shall be laid off first. Seasonal, temporary, and probationary employees will be laid off before non-probationary employees. If a position is deemed essential to the District and the employee in that position has special abilities and training for that position, then that employee may be exempted from the RIF in that classification. In such a case, the reason for the exception will be provided to the employee and Federation in writing.
- F. The District will maintain a re-hire list for one year. The employee with the most seniority within a job classification will be re-hired first. Employees who have been RIF'd will be offered re-employment by seniority before new hires, regardless of previous classification, provided the employee is qualified for that position.
- G. It is the sole responsibility of the employee to keep the District advised of his or her current whereabouts. Any person selected for re-hire shall be notified as soon as possible and given written notice by certified mail. An employee must accept the position in writing within ten working days of the mailing of the recall notice or the position shall be forfeited, along with all further rights under this provision.

**ARTICLE XII – VACANCIES AND TRANSFER**

- A. Definitions: For the purposes of this section, the following definitions shall apply:
  - 1. "Vacancy" shall mean any open bargaining unit position within the District that occurs for whatever reason (retirement, death, resignation, new position).
  - 2. "Transfer" shall mean a lateral move from one work site to another within the same job classification, range and job description.
  - 3. "Voluntary transfer" shall mean a transfer initiated by an employee.
  - 4. "Involuntary transfer" shall mean a transfer initiated by the District.
  - 5. "Interim" shall mean a position temporarily assigned to a current employee. An "interim" employee would have the authority to make the decisions necessary for that position, to include compensation if range is higher than current position for the interim time frame.
- B. Job vacancies for all bargaining unit job classifications, shall be posted at all work sites. The postings shall be placed in areas where employees customarily congregate. The postings shall be made as far in advance as possible of the final date for submission of applications, but in no case fewer than five (5) days from the final date for staffing.
- C. Employees who wish to be considered for vacancies or transfer opportunities which may occur during the summer months may monitor vacancy availability through the use of the personnel call line and submit an application according to the terms of the posting.
- D. Vacancy postings shall, at a minimum, contain the specific identification of the vacant position, the work site(s) at which the position exists, the salary range, the position's major responsibilities, minimum license (or waiver) and skill needed for the position, the name of the person to whom the application should be sent, and the deadline date for submission of applications. "Until filled" language may be applied to any posting. Position responsibilities shall be prepared in good faith and not with the intention of fitting responsibilities to a specific person.
- E. The District shall fill vacancies on the basis of the most qualified applicant.
  - 1. Current Classified employees requesting a lateral transfer will complete a transfer form to the Human Resources Office within the time line posted by the LAPS Human Resources Department. The employee will be guaranteed an interview for consideration of posted open positions provided the employee meets the criteria of the lateral transfer.
  - 2. A minimum of three candidates will be interviewed for a posted vacancy. A re-posting of the vacancy may be made should an acceptable candidate not be identified. If less than three candidates apply, this requirement may be waived.
  - 3. Temporary employees who are qualified to fill a vacant position will be permitted to apply and receive consideration as an applicant.



4. Candidate pools of three or more applicants may be interviewed for multiple concurrent vacancies of the same type.
  5. When possible, interview committees will be used for the development of recommendations to fill vacancies.
- F. A member of the bargaining unit who successfully fulfills the performance expectations of a vacant assignment may be permanently reassigned to that vacant position subject to the following conditions:
1. Completion of the standard job posting requirement
  2. Successful completion of all job-related activities for a minimum of 20 days
  3. Recommendation received from the supervising administrator
  4. Reassignment request approved by the Director of Human Resources.
- G. Unsuccessful applicants shall be notified as soon as practicable, but in no case later than 10 days after notification has been made to the successful candidate.
- H. The administration reserves the right to transfer employees to meet the needs of the District. In the event an involuntary transfer becomes necessary, the following criteria will apply:
1. The District shall first seek voluntary transfers.
  2. Any involuntary transfer that would mean a decrease in salary shall be handled according to the RIF procedure.
  3. An employee will be provided a minimum of ten working days notice of an impending transfer except in those situations when an immediate transfer is required.
  4. If the involuntarily transferred employee's previous position becomes available, the transferred employee will be given an opportunity to return before the position is posted.
- I. The Federation and the Board recognize that the Superintendent may reassign an employee if his/her performance impedes the common goals of the site or District by reason of the employee's inability or unwillingness to work cooperatively. An involuntary transfer effected for administrative reasons will be excluded from the provisions of this section.
- J. Reclassification: When through an administrative error, an employee is placed at a pay range which is inconsistent with the pay range assigned to a job classification, any subsequent correction of the error shall not result in any salary reduction for the employee. The employee's current salary will be held save harmless until the salary of the corrected range equals or exceeds the current salary.
1. Reclassification of a position can occur when significant changes in duties collectively alter the level of complexity of the job components so that the existing classification is no longer appropriate. This determination will only be made in coordination and approval of (all which follow): employee, site supervisor (Principal / Director of the Department) and Human Resources.

### **ARTICLE XIII – ABSENCES AND LEAVE**

#### **A. Sick Leave**

Sick leave with pay shall be granted to employees .5 or above with the exception of current bus drivers, bus aides, and driver trainers employed by LAPS as of June 30, 1997, who do not elect to participate in the Transportation Department's leave/option described in the addendum to this contract, and to any employees who as of the signing of this negotiated Agreement, are receiving sick leave benefits. This leave is to be accrued at the rate of 1 1/3 days per month of service for employees who have been hired prior to July 1, 1995, proportionate to the employee's FTE, up to a maximum of 230 days. Those employees hired after July 1, 1995, will accrue sick leave at the rate of one day per month of service, proportionate to the employee's rate of employment, to a maximum of 230 days. When employees hired after July 1, 1995 begin their fourth contract, after having completed their third consecutive year working a minimum of 75% of the number of days associated with a full agreement in their job classification, they will then begin to accrue sick leave at the rate of 1-1/3 days per month. Sick leave can be accrued to a maximum of 230 days. Employees who have earned sick or annual leave may use their accrued leave regardless of their current classification.

1. Calling-in procedures: Employees who do not need subs are expected to call in one hour prior to the start of their workday. Employees whose presence is critical to the daily

operation of the District (i.e. Custodians or Special Education and Overload Assistants) for whom a sub is required will call in two hours before the start of their workday.

- a. An employee who has sufficient accumulated leave who is unable to call in prior to the start of the workday will be subject to a deduction from that accumulated leave.
  - b. An employee who has exhausted all accumulated leave will be charged leave without pay.
2. An employee who displays a pattern of absences related to the use of sick leave may be required to submit a medical certificate verifying his or her illness or injury for subsequent days of absence. Any such request for verification shall be preceded by a written warning to the employee. Sick leave absences associated with patterns in attendance may be subject to progressive disciplinary responses up to and including termination.
  3. Employees who terminate but are re-hired within one calendar/school year will have their accumulated sick leave and other leave benefits restored.

**B. Sick Leave Incentive**

The following incentive program is available to those employees whose work agreements encompass a minimum of 95% of the full agreement period associated with their assignment. Employees who do not use more than two days, proportional to their FTE, of sick leave (including conversion days) during their contract or agreement year will be paid an amount equal to their daily rate of pay or one hundred dollars, proportional to their FTE, whichever is greater. Payment will be made in the first quarter of the following school year or on the date of resignation or termination from the District.

**C. Deferred Sick Leave Payment**

Employees are eligible for payment of deferred sick leave on retirement or voluntary separation in good standing from the Los Alamos Public Schools or through a RIF process under the following procedure:

1. Deferred leave payment will be made on the amount accrued beyond a 90-day base in the case of retirement or RIF, and beyond a 100-day base in the case of voluntary separation in good standing.
2. The maximum number of days that may be accrued for deferred payment is currently 140. Employees may accumulate up to a total of 230 separate days against eventual illness.
3. The deferred payment through retirement or a RIF process will be 25% of the employee's salary at that time. (The 25% will be applied to those days earned above the base of 90 and will be capped when the total reaches 140 days. The total number of days to be used in these computations cannot exceed 140.)
4. The deferred payment through voluntary separation in good standing will be 20% of the employee's daily salary rate at the time of separation (The 20% will be applied to those days earned above the base of 100 and will be capped when the total reaches 140 days. The total days to be used in these computations cannot exceed 140).
5. Employees who submit a letter of intent to retire to the Director of Human Resources prior to March 1 will receive a deferred payment of 30% of their daily salary rate, subject to State Department of Education approval. This is an additional 5% above the 25% referred to in C.3.

**D. Annual Leave**

1. Current 260-day employees hired before July 1, 1995, will accrue annual leave at a rate of 1-2/3 days per month for a total of 20 days per year. Employees hired after July 1, 1995, will accrue annual leave at the rate of one (1) day per month. When 260-day employees hired after July 1, 1995 begin their fourth contract after having completed their third consecutive year working a minimum of 75% of the number of days associated with a full agreement in their job classification, they will then begin to accrue annual leave at the rate of 1 2/3 days per month. Employees may accumulate and carry forward from one fiscal year to the next not more than 40 days of annual leave and shall be paid for accrued annual leave at his or her current wage on leaving employment in good standing with the District based on the following: 20 days for 1 to 9 years of service: 40 days for 10 years and above for service.

2. Employees wishing to take more than four (4) consecutive days of annual leave (vacation) must make application in writing five (5) working days in advance of the first day of the leave, with the exception of days to be taken in August. Any vacation dates for August must be requested by July 1st. Prior approval is required for the use of any amount of annual leave.
  3. The supervisor may limit the number of employees in a classification who are on vacation at the same time in order to meet the needs of the District. In the event such limitations are necessary, the employee who first submitted his or her request to the supervisor will be granted vacation according to the needs of the District.
- E. **Personal Business Leave**  
Employees in the bargaining unit who do not receive annual leave are eligible for one paid day of personal leave each year, proportionate to their FTE. In addition, those employees may convert four (4) days of sick leave to additional days of personal business leave each year. All personal business leave days beyond the five-day maximum will be converted to sick leave.
- F. **Religious Leave**  
Employees may request the use of up to two days of sick leave annually during the contract year to observe religious holidays. If no accumulated leave of any type is available, the employee may be granted leave without pay.
- G. **Bereavement Leave**  
Each employee shall be granted a maximum of five paid leave days per contract year in the event of a death. These five days shall be deducted from available sick leave, personal business leave, and finally from annual leave. If the employee should need more time because of unusual circumstances or in order to attend to legal matters, such as the closing of an estate, more time may be requested by the employee. This request will be subject to the approval of the superintendent or his/her designee. All additional time will be deducted from the employee's accumulated leave according to the guidelines established above. Any employee without leave time will be granted up to five leave days without pay under the bereavement clause.
- H. **Judicial Leave**  
Employees summoned for jury duty or subpoenaed to testify as a witness in a court case to which the employee is not a party will be granted leave with pay.
- I. **Military Leave**  
Employees who are called to active duty in any branch of the US Armed Forces during their contract year shall be given fifteen days leave with pay per federal fiscal year. All additional days of absence will be leave without pay.
- J. **Leave Without Pay**  
Leave without pay for personal reasons may be granted to an employee for up to one year, provided the employee is non-probationary. Assignment to the same position held before the leave was granted shall not be guaranteed. Should a reduction in force become necessary during the contract year, an employee on a leave without pay shall be subject to the same selection criteria as established in the RIF section.

#### **ARTICLE XIV – WORKDAY**

- A. The normal workday will be eight hours for 210 through 260-day employees and seven hours for 188-day employees, unless otherwise specified on the employee's Personnel Action form. Because of the variety among the different employee groups within the bargaining unit, individual employees and their supervisor may work together to obtain mutually beneficial work hours which must be approved by the supervisor and the Director of Human Resources. Employees shall not be required to work split shifts unless designated on their Personnel Action form. The duration of the 2019-2020 calendar school year will consist of an additional (2) Professional Development Days for Instructional Assistants (IA's) only. These Professional Development Days will be paid at the employee's hourly contract rate. The rate will be commensurate to the employee's hourly rate they currently receive for the 2019-2020 contract year. These Professional Development Days will be scheduled at the District's request.
- B. During the summer when there is no school session, there may be a 9/80- work schedule that provides 80 work hours over a two-week pay period. The 9/80 schedule workweek runs from Sunday to the following Saturday. An eligible employee may request, in writing to their

- Supervisor or Manager, a 9/80 or 5/40 schedule during the eligible time period. Participation in the 9/80 work schedule is voluntary and must be approved by the Supervisor or Manager.
- C. All employees working full-time shall be provided a daily, continuous, duty-free, uncompensated lunch of at least 30 minutes in duration.
  - D. Overtime compensation must have prior authorization by the employee's supervisor, or designee. Each work site will post a list of those supervisors who are authorized to approve overtime or comp time. Any required duties assigned by the supervisor, or designee performed before or after the regular work day (which includes weekends or the duty-free lunch) will be compensated as overtime, to be accrued at 1.5 hours for each hour worked above forty hours, or for each hour worked beyond 12 hours in an eight-hour day when the forty-hour week is not exceeded. Hours worked beyond normal contract hours, but which are less than forty hours in a normal work week will be compensated as straight time until a 40-hour work week is reached. A workweek is defined as seven days starting Sunday, 00:00 through the following Saturday at 23:59. Mutually agreed upon modifications in the work week will be possible. If a 9-80 schedule is agreed upon when school is not in session, then overtime will be calculated for any work over 80 hours in the 2-week schedule.
  - E. Holiday Pay - Holidays will be counted towards the accumulation of the forty hours worked. All other paid leave will not be counted toward 40 hours worked.
  - F. Holiday Pay - Employees required to work District-designated-non-work holidays will be compensated at the rate of 2.5 times the employee's hourly rate and will be compensated through payroll.
  - G. Emergency Call Out - Employees called to work without prior notification will be paid a two-hour call out rate at their regular hourly rate plus a minimum of two hours of work time. The work time is eligible for overtime or holiday pay.
  - H. If mutually agreed to by the employee and the supervisor or designee, overtime may be converted to compensatory time under the guidelines set forth in C above. Compensatory time must be taken within 30 working days from the date it is earned and may not accrue beyond 20 hours of compensatory time. Supervisors or designees will not shorten the standard work week for the purpose of depriving an employee of overtime compensation. This includes holiday weeks.
  - I. Required staff development and meeting times outside the work day shall be compensated in accordance with overtime provisions.
  - J. It is recognized by the parties that the needs of the District may require employees to work overtime. The amount of overtime will be established by the District. Overtime will be distributed within job title, qualification, and department/location.
    - 1. Employees who volunteer for overtime will be selected on a rotating basis based on highest District seniority.
    - 2. If there are no volunteers, the acceptable qualified employee with the least seniority in the District will be selected on a rotating basis.
  - K. When the Board declares an "abbreviated day" schedule, employees shall report to work as usual unless directed otherwise by their supervisor.
  - L. Employees who work past dark will be allowed to park their cars in designated parking areas close to the door from which they exit.
  - M. District guidelines related to snow day activities will not apply to Transportation Department drivers or assistants. Snow days will be recorded as Leave Without Pay. Any required school make-up days requiring work time for transportation employees will be compensated.

#### **ARTICLE XV – PERSONNEL FILES**

- A. The District shall maintain a personnel file for each employee that will be kept in the Central Office under the supervision of the Director of Human Resources. Administrators, with approval from the Director of Human Resources and with legitimate District business related to employment, shall have access to an employee's file.
- B. An employee shall be permitted to review his or her personnel file after submitting a written request to the Director of Human Resources. The Director of Human Resources shall schedule a meeting to provide for the requested review at a mutually agreeable time within ten (10) working days of the date of the request. The employee may be accompanied by a representative of his

- or her choice and may also, if written authorization is provided, designate a second party to review said file in his or her place.
- C. Materials directly and solely related to pre-employment references and internal transfers and other related materials shall be removed from the file prior to its review by the employee.
  - D. No document pertaining to the employee shall be placed in the file maintained in the Office of Human Resources unless a copy has been first given to the employee. Additional copies will be available upon request. Employees shall have the chance to submit a written response to any document placed in his or her file; such a response will be attached to the document to which it relates. An employee may submit germane documents for inclusion in their files. The decision concerning the inclusion of submitted material will reside with the Director of Human Resources. No anonymous or unsigned information may be placed in an employee's file.
  - E. Any information placed in the employee's personnel file, including disciplinary reprimands must be retained for the length of time indicated in the current New Mexico statute.
  - F. Administrators retain the right to keep personal notes for the purpose of evaluation and an annual evaluation file.

#### **ARTICLE XVI – EVALUATION PROCEDURES**

- A. The primary purpose of employee evaluation shall be the assessment of present performance levels and to bring about the improvement of performance when appropriate.
- B. The preparation of the evaluation instrument is the responsibility of the designated administrator. Whenever a supervisory change is made, affected employees will be notified. A chart reflecting the chain of command will be posted at each site. The content of this chart is a non-grievable item.
- C. All evaluations shall be conducted openly and with the full knowledge of the employee concerned. Employees will be evaluated at least once a year or at any time deemed necessary by the administrator. The evaluation will be in writing and shall be presented and discussed at a conference with the employee's administrator. The employee shall sign the evaluation indicating acknowledgment that the evaluation has been read and understood. Such signature does not indicate agreement with the content. The employee shall be provided the opportunity to submit a written response to the evaluation, which shall be made a permanent part of the evaluation.
- D. A non-probationary employee who receives any "needs improvement" or "unsatisfactory" ratings shall be informed in writing in keeping with District guidelines by the supervising administrator of the reasons for the rating(s). The supervising administrator will also provide recommendations for improvement, assistance, and a timetable for expected improvement, with the consequences being delineated should improvements not occur at the end of the time period. At the end of the specified remediation time period, the supervising administrator and the Director of Human Resources will provide and share with the employee a written summary of the employee's current status, which may include a recommendation for termination. This summary will be placed in the employee's personnel file.
- E. Formal written, signed, and dated complaints received by the supervisor from students, parents, and other employees will be brought to the attention of the employee against whom the complaint has been made at the time the complaint is received, without waiting for the evaluation date. The complainant may be identified at the discretion of the supervising administrator.
- F. The content of any evaluation is not grievable. Procedural errors are subject to the grievance procedure.

## **ARTICLE XVII – DISCIPLINARY ACTION**

If the district decides, based on substantial facts, that the employee violated a state law, regulation, Board policy or contract provision and if the District then decides that disciplinary action should be taken, the District will follow a progressive discipline system.

### **STEP 1. VERBAL WARNING**

- Employee will be informed of the unacceptable behavior or performance, including when and how it took place. This will include the reason as to why the behavior or performance was unacceptable and the state law, regulation, Board policy or contract provision making it unacceptable.
- Employee will be given an opportunity to explain the situation and their actions.
- Employee will be given a description of the desirable and / or acceptable behavior or actions, with a reasonable time to comply.
- It is made clear to the employee this is a verbal warning regarding the undesirable behavior or action.

### **STEP 2. WRITTEN WARNING**

- Employee will be informed in writing of the unacceptable behavior or performance, including when and how it took place. This will include the reason as to why the behavior or performance was unacceptable and the state law, regulation, Board policy or contract provision making it unacceptable. If prior disciplinary action had been taken before for the same unacceptable behavior or performance, the employee shall be informed of that.
- Employee will be given an opportunity to explain the situation and their actions.
- Employee will be given a description of the desirable and / or acceptable behavior or actions, with a reasonable time to comply.
- The employee will be informed of the consequences of repeating the behavior or otherwise failing to correct the behavior.
- Employee will be provided with a copy of the written warning. The original will be placed in the employee's file.
- The employee shall sign the document to acknowledge receipt of the written warning. That signature does not signify agreement with the contents.
- The District will explain to the employee that future disciplinary problems may be addressed with further disciplinary actions up to and including termination.

### **STEP 3. SUSPENSION**

- Employee will be informed of the unacceptable behavior or performance, including when and how it took place. This will include the reason as to why the behavior or performance was unacceptable and the state law, regulation, Board policy or contract provision making it unacceptable.
- The documentation will include an explanation of why a suspension is necessary and / or appropriate given the nature or severity of the behavior or performance. The documentation will also include the specific terms of suspension.
- Employee will be given an opportunity to explain the situation and their actions.
- Employee will be given a description of the desirable and / or acceptable behavior or actions, with a reasonable time to comply.
- Employee will be provided with a copy of the documentation. The original will be placed in the employee's file.

- The employee shall sign the document to acknowledge receipt of the written warning. That signature does not signify agreement with the contents.
- The District will explain to the employee that future disciplinary problems may be addressed with further disciplinary actions up to and including termination.

**STEP 4. TERMINATION**

- Employee will be informed in writing of the unacceptable behavior or performance, including when and how it took place. This will include the reason as to why the behavior or performance was unacceptable and the state law, regulation, Board policy or contract provision making it unacceptable. If prior disciplinary action had been taken before for the same unacceptable behavior or performance, the employee shall be informed of that.
- The documentation will include an explanation of why termination is necessary and / or appropriate given the nature or severity of the behavior or performance.
- Employee will be given an opportunity to explain the situation and their actions.
- Employee will be provided with a copy of the documentation. The original will be placed in the employee's file.
- The employee shall sign the document to acknowledge receipt of the written warning. That signature does not signify agreement with the contents.
- Employee will be asked for keys and any issued equipment. Employee may be escorted from the location, maintaining the dignity of the terminated employee by not making obvious to other employees that the employee has been terminated and for what reasons.

**ARTICLE XVIII – SUSPENSION AND TERMINATION**

- A. A non-probationary employee may be reprimanded, suspended, or terminated for willful or persistent violation of regulations of the school district or for other just cause in accordance with state law.
- B. An employee may be subject to disciplinary action for failure to follow specified call-in procedures for a period of two or more consecutive working days or when a pattern of non-consecutive absences without notification is established. Exceptions may be made when it is determined by administration that the circumstances of such absence were justified and precluded giving notification.
- C. Suspensions for disciplinary actions will be with pay pending a resolution of the disciplinary action. If it is determined following the investigation that loss of pay to the employee is warranted, such reduction will become effective retroactive to the suspension. The date of termination will become the date of suspension.

**ARTICLE XIX – SICK LEAVE DONATION**

- A. With Superintendent's-or his or her designee's and supervisor's approval, a member of the classified bargaining unit, who has exhausted all leave and who has a serious health condition or who must care for a spouse, parent or a child with a serious health condition may seek donations of leave days from other members of the classified bargaining unit. Such donations may not exceed five (5) days per year per donor. Days will be deducted from each donor's leave amount upon approval and will be used until exhausted. If more than one person donates leave to an employee, the first person's donation will be exhausted before using the next donor's leave. If the donated leave is not totally used, all unused leave will be returned to the donor's leave account.
- B. The initial grant of leave donation by the classified staff shall not exceed fifteen (15) days. Upon completion of the initial fifteen (15) day period, additional days may be granted in fifteen (15) day increments, pending review by the Leave Donation Committee (LDC), which is defined in C. The LDC shall determine the maximum benefit for an employee. However, the maximum lifetime

benefit for a specific illness or injury shall not exceed sixty (60) days. Should an employee use donation to supplement Worker's Compensation benefits or any other eligible insurance coverage, the total amount shall not exceed the employee's regular salary.

- C. Leave donations shall be overseen by a committee (LDC), consisting of one member appointed by the Superintendent or his designee, one member appointed by the Federation and one member mutually agreed upon. The LDC shall determine the eligibility for the use of the donations and the amount of leave granted. Decisions by the LDC shall not be subject to grievance.

## **ARTICLE XX – GRIEVANCE**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise. All grievances shall be processed as provided herein.

### **A. Definitions**

1. A grievance shall mean an allegation by an employee, a group of employees, or the Federation that there has been a violation of provisions of this Agreement.
2. The term "workday" shall mean regularly scheduled District work days.
3. The "aggrieved party" shall mean an employee, a group of employees, or the Federation.
4. The contents of evaluations, verbal reprimands, and payroll errors will not be subject to grievance.

### **B. Timelines**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be maximum, and every effort shall be made to proceed as quickly as possible.
2. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
3. The aggrieved must file a written grievance within ten workdays of the act or discovery of the act that gave rise to the grievance.
4. Failure to file the grievance within the specified time limits shall result in the dismissal of the issues.
5. Failure to submit the decision in writing within specified times will cause the grievance to proceed automatically to the next level.

### **C. Grievance Procedures**

1. Employees have a right to be accompanied by a Federation representative of their choosing at any grievance meeting.
2. The Board and the Federation agree that these proceedings will be kept informal and all information relating to a grievance will be kept confidential.
3. If a grievance affects a group of employees at two or more work locations, the Federation must file a written grievance within ten workdays on behalf of the employees affected directly to the Director of Human Resources. The Federation shall identify the employees and work locations.
4. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participant(s) in a file maintained by the Office of Human Resources. No reprisal shall be taken by the Board or any member of the administration against any employee participating in the processing of a grievance.
5. Representatives from the Federation and the Office of Human Resources shall develop all forms to be used in the processing of grievances. All grievances and appeals of such must be filed on appropriate forms, as provided by the Office of Human Resources.
6. The Board agrees to make available to the aggrieved party and representative, in a reasonable amount of time, all pertinent information, not privileged, in its possession or control that is relevant to the issues raised by the grievance.
7. Leave with pay will be granted to an employee whose absence from duty is required by parties to the grievance as part of a grievance hearing. The Office of Human Resources shall notify the site administrator(s) of the employees designated to appear at such a hearing.



8. Nothing contained herein shall limit the right of any employee to process a grievance as an individual. The Federation shall be afforded the opportunity to be present and to make its views known at grievance meetings in such a case. Any adjustment made shall not be inconsistent with this Agreement. If such a grievance is filed, it may not be re-filed by the Federation on behalf of the individual nor may the individual be a party to a group grievance on the same issue. Any grievance decision shall be provided to the Federation at the time of the decision. Confidentiality will be respected when requested by the aggrieved.

**D. Grievance Levels**

1. No grievance shall be initiated at Level One unless it has been discussed by the aggrieved party with the immediate supervisor, or the Director of Human Resources or designee in the absence of the supervisor, prior to filing. No grievance shall be initiated at Level Two unless it has been discussed by the aggrieved party and/or the aggrieved party's Federation representative with the Director of Human Resources or designee.
2. A grievance shall be filed at Level One unless the immediate supervisor determines that the remedy sought is not within his/her authority, in which case the grievance shall be filed at Level Two.
3. The interpretation of conflict, as provided in Article IV-B, shall be subject to the grievance process at Level Two.

**E. Level One**

1. The aggrieved party shall submit the grievance in writing to his immediate supervisor. Within five days of this presentation, the immediate supervisor will return his written decision to the aggrieved employee.
2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within five workdays of receipt of the decision by filing said appeal with the Office of Human Resources.
3. Failure to appeal the grievance within five workdays after receipt of the response shall result in dismissal of the grievance.
4. In the event an employee believes it to be necessary to have a Federation representative present at a Level One grievance meeting, such request shall be made in advance and through the Office of Human Resources. The request will be honored upon notification to the immediate supervisor.

**F. Level Two**

1. The Superintendent or designee shall meet with the aggrieved and/or a representative of the Federation within ten workdays after receipt of the appeal of the Level One decision by the Office of Human Resources in an attempt to resolve said grievance. Parties to the grievance, or their representatives, shall have the right to submit evidence, give testimony, and call witnesses.
2. The Superintendent or designee shall, within ten workdays after such meeting provided above, render the decision in writing setting forth the decision and reason(s) therefore and shall transmit same to all parties.
3. If the Federation and the aggrieved party are not satisfied with the disposition of the grievance, the aggrieved party may appeal the grievance to Level Three. Failure to appeal the grievance within ten workdays after receipt of the response to Level Two shall result in dismissal of the grievance.

**G. Level Three**

Upon appeal of a grievance to Level Three, the Board may appoint a fact-finder and/or make a determination from the information collected within 30 working days. Should the Board decide not to appoint a fact-finder, the grievance will proceed from level two to Level Four.

**H. Level Four**

1. If both the grievant and the Federation are not satisfied with the Superintendent's grievance disposition, the Federation may appeal the grievance to arbitration after informing the Board in writing within ten working days.
2. The parties shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to do so, the Federation may submit a request for arbitration to the American Arbitration Association (AAA) no later than ten workdays following the written request for

arbitration. On receipt of the list, the parties shall meet to make a mutually acceptable choice of an arbitrator. The parties shall then be bound by the AAA's rules and procedures.

3. The arbitrator shall conduct a hearing as soon as reasonably possible following the appointment of the arbitrator. The hearing shall be conducted in accordance with the AAA's Voluntary Rules for Arbitration.
4. The arbitrator shall have the authority to issue subpoenas for the production of documents and for the testimony of witnesses. Issues related to the arbitrability of a grievance shall be decided by the arbitrator.
5. The arbitrator's decision shall be submitted in a timely fashion after conclusion of the hearing. The arbitrator's decision shall be in writing and shall include reasons for the decision.
6. The arbitrator's decision shall be final and binding on the parties.
7. The arbitrator's fees and costs shall be shared equally by the parties. Other costs shall be assumed by the party incurring the cost.

#### **ARTICLE XXI – HEALTH AND SAFETY**

- A. The District shall provide healthful and safe working conditions for all employees and will comply with all state, federal, and local laws, rules, and regulations which apply at each work site.
- B. An employee will report all hazardous or potentially hazardous conditions to his or her immediate supervisor.
- C. An employee's refusal to obey an order which would be significantly hazardous or would constitute a condition that would exceed what is accepted under community norms will not be interpreted as insubordination or lead to a negative performance evaluation.
- D. Post-offer physicals and District required return-to-work physicals will be paid for by the District. The physician will be chosen by the District.
- E. If the employee desires a second opinion for a return-to-work physical, he shall obtain one at his own expense from a physician mutually agreed on by the Executive Board of the Federation and the District. In the event of a disagreement with the first opinion, the second shall prevail. The identification of the second physician will be accomplished within five days from the date of request.

#### **ARTICLE XXII – WORK YEAR**

- A. The work year for employees shall be administered in accordance with the employees' contracts.
- B. Employees whose contracts are for 260 days will receive twelve paid holidays during the year, to include Independence Day, Labor Day, Thanksgiving Day and the day after, three days during Winter Break, President's Day, and Memorial Day. The remaining days may vary according to the school calendar. The Board is responsible for establishing the District's calendar.

#### **ARTICLE XXIII – PAY SCHEDULES**

- A. Pay Schedule Definitions
  - a. For pay schedule purposes only, the following definitions shall be applicable:
    - 12-month employees--individuals who work year-round.
    - School year employees--individuals who work essentially the same days that students are in school including the days immediately before and after student days.
    - Extended school year employees--individuals who work more than the 188 work days normally associated with school year employees but less than the 260 work days associated with 12-month employees.

- b. Classified employees will be paid on an hourly basis as tracked by the district's timekeeping system and will reflect actual hours worked for the pay period.
- B. An employee is encouraged to authorize direct electronic deposit of the employee's net paycheck. The District and the Federation shall create a transition plan that will provide employees with a reasonable amount of time to make the transition to direct deposit.
- C. Checks will be delivered and payable on the 15th and 30th of each month. When the 15th or 30th falls during a weekend or holiday, checks will be delivered on the last work day preceding the weekend or holiday. When the 15th or 30th falls during a school vacation, employees can have their check mailed to them by providing a stamped, self-addressed envelope to the Payroll Department; can pick up their check at the Payroll Department at the school administrative offices; or have their check delivered to the work site on the first work day following the vacation.
- D. Payment for all contracted services in addition to original contracts for \$2000 or less will be made in one payment on the payday after the first payroll cutoff date following the completion of the contracted service, subject to timely receipt of required paperwork. Payment for all contracted services in excess of \$2000 will begin on the payday after the first payroll cutoff date following the beginning of the contracted service, subject to timely receipt of required paperwork, and be distributed over the length of the contract.
- E. Employees in the following job classes: Maintenance Tech Classifications I-IV hired after July 1, 2010 will be eligible to receive up to ten (10) years of relevant documentable experience.
- F. Employees in the following job classes: Maintenance Tech Classifications III-IV hired after July 1, 2010 will receive a \$1.00 per hour raise for the fiscal year beginning July 1, 2016.
- G. Employees in the Custodian job class will receive a \$0.50 per hour raise for the fiscal year beginning July 1, 2016.
- H. Employees in the job class Secretary III will be classified as Range 29 beginning July 1, 2017. To include Steps and experience.

**ARTICLE XXIV – INSURANCE PROGRAM**

- A. All PSRP meeting New Mexico Public Schools Insurance Authority specifications (See Transportation Addendum for specific Transportation Department limitations) may participate in the insurance plans provided by the Board. The percentage of the premiums to be contributed by the Board is determined by New Mexico Statutes (NMSA 22-2-6,10) and is currently established according to the following salary ranges. NMPSIA currently requires a minimum 20 hours/week employment status to participate in the insurance programs.

Salary	Employee	Employer
Under \$15,000	25%	75%
\$15,001 - \$20,000	30%	70%
\$20,001 - \$25,000	35%	65%
\$25,001 and up	40%	60%

- Employees who choose to participate in the insurance plans will have their contributions deducted from their paychecks.
- B. A nine (9) month employee may choose to have the employee's annual health insurance premium contribution deducted in equal installments from the employee's paychecks throughout the employee's work year. The employee must request this option no later than two (2) weeks prior to the date the employee receives the employee's first paycheck.
- C. Married couples who are both employed by the District and who desire similar coverage may designate one of the two to carry the primary coverage. Dual coverage will not be required; cross-insurance under the District policy is not allowed by the insurer.
- D. The Board will make available to all eligible employee's insurance programs as per NMPSIA guidelines.

- E. All qualified employees may enroll in any of the District's insurance programs within 31 calendar days of the effective date of their employment, change in marital status, or change in job status of employee's spouse, provided the spouse was the primary carrier. Coverage will begin the first day of the month following the first full month's premium payment, and employees will be informed of the effective date at the time they enroll.
- F. Business Support Services will announce open enrollment as directed by NMPSIA. Employees who do not enroll in life insurance at the time of their employment may apply to do so during the open enrollment period of the insurance company but may be subject to health screening for approval by the insurance company.
- G. Prior to open enrollment, all eligible employees will receive a summary of all benefits, coverage dates, and payroll deduction plans offered by the District. The summary will include a brief description of the plan and its costs.
- H. Employees may change benefit options by signing forms provided for that purpose by Business Support during the open enrollment period. If no change requests are made, the employee must sign the current benefits form and return it to the Insurance Office.
- I. Employees who separate from employment will be provided in a timely manner with information necessary to maintain health benefits under COBRA.

**ARTICLE XXV – INSURANCE ON LEAVE AND TERMINATION**

- A. Employees on approved leave of absence without pay for less than one year may continue their group insurance programs by payment of the premium on the first weekday of each month of coverage or in multiples of months, if desired. Employees may choose to continue their medical and dental insurance through COBRA. Failure to make payment will cause termination of coverage.
- B. The District will continue to pay the employer's part of medical and dental insurance premiums for employees who are out on disability through Workers' Compensation for up to six months.

**ARTICLE XXVI – OTHER BENEFITS**

- A. Classified employees shall have the option once every quarter to choose to have the District provide a membership in the Los Alamos Family YMCA, subject to district agreement with Los Alamos YMCA. Classified employees may also choose at that time to decline or end membership. Employees are responsible for the payment of any income tax for the value of the benefit under federal law.
- B. Tuberculosis tests shall be provided to new employees by the District when required. For those employees who test positive, the District will pay the cost of a chest X-ray.
- C. For Bus Drivers Only: The District will assume a maximum of \$40.00 for physicals for drivers and assistants or assume the applicable employee co-pay for the medical services entity under contract with the District
- D. Employees have the option to participate in tax-sheltered annuity plans through voluntary deductions as provided for under federal law. The Board will provide payroll deduction for this purpose upon authorization by the employee. The money will be remitted promptly, in accordance with federal law, to the appropriate companies on a monthly basis. The employee is solely responsible for determining the amount of the deduction and shall hold the Board harmless against any and all liability for deductions requested which are found to be in violation of the law.
- E. Automatic payroll deductions will be made, if requested by the employee, to cooperating financial institutions in Los Alamos County where there is no charge to the District and when a minimum of five employees have agreed to participate.
- F. The Los Alamos Public Schools agree to fund a training account of \$6000 for each year of the Agreement for use by PSRP desirous of improving their educational or technical skills levels. These funds will be available according to the following guidelines:

1. Each employee may apply for up to three grants per year. The maximum funding allowed per grant is \$150 and must be related to direct costs associated with the activity. Receipts for costs and documentation of successful completion of the course/training will be required within 30 days of course completion for the granting of funds. Only those costs associated with tuition, registration fees, books or materials fees are allowable for the establishment of the grant amount. Acceptable documents for verifying successful course completion are transcripts, grade slips, or official certificates of completion supplied by the organization providing the course.
2. Requests for grants must be submitted on District provided forms. The date of receipt of completed forms by the Office of Human Resources establishes the order for consideration of each request. All requests will be considered until funds available for that period are fully encumbered. Requests not funded will be returned to the employee. The District will not fund a scholarship for the same course more than once.
3. Written acknowledgment by the employee's immediate supervisor of the activity's direct relationship with his/her current assignment is required.
4. All coursework and class time related to this grant activity will occur outside of the participant's contract day.
5. The Director of Human Resources is responsible for the application of these guidelines and the non-grievable approval/rejection of all grant requests.

#### **ARTICLE XXVII – STAFF DEVELOPMENT**

- A. Staff development will be relevant to the professional needs associated with the position held. Topics for staff development will be chosen through a process that includes staff recommendations.
- B. Staff will participate in uncompensated staff development at the site within the constraints delineated in workday language.
- C. Voluntarily selected staff development completed outside the work day shall be compensated with a sum of \$100 for 15 hours of approved staff development time per contract year. A maximum of 14 hours of staff development hours earned may carry over into future contract years.

#### **ARTICLE XXVIII – WAGES AND ALLOWANCES**

- A. When a supervisor directs an employee to substitute at a higher job classification in excess of five consecutive days, that employee shall be paid on the higher range at his current step.
- B. If an employee is directed to substitute for an employee at a lower classification, the employee will remain at his own step and range.
- C. When an employee is required to use a personal automobile for travel between job locations during the work day, a mileage allowance will be paid to the employee of not less than the Board's approved rate.

#### **ARTICLE XXIX – DURATION**

- A. This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect through June 30, 2020. If the parties have not reached agreement on a successor contract before the expiration date of this Agreement, the parties shall pursue the impasse resolution procedure including mediation and fact finding. If no successor Agreement is reached by November 1, 2020, the Agreement shall terminate on that day.

- B. Salaries, recommendations by joint committees delineated in this contract, and up to three (3) additional issues chosen by each party to this Agreement may be reopened each year of this Agreement. Cleaning up contract language will not be considered an issue for either party. Such negotiations shall begin on or before January 15 of each year or as agreed to by the parties.

## TRANSPORTATION ADDENDUM

All provisions of the Paraprofessional and School-Related Personnel (PSRP) Agreement will apply to School Bus Drivers, School Bus Assistants only, hereinafter also known as Transportation Employees. All Transportation Employees must meet all requirements detailed in law and District Policy and Regulations, including participation in department drug/alcohol testing program.

### ARTICLE T- I DEFINITIONS

- A. Regular Route: A designated course regularly driven by a School Bus Driver to pick up students and take them to school or to deliver students from school to designated bus stops that are approved by the District.
- B. Pre-School/Special Needs Routes: A Regular Route requiring either curb-to-curb service or specialized services in accordance with the student's Individualized Education Plan (IEP) as defined in NMAC6.41.4.7.E. Drivers and Assistants of these routes must maintain current First Aid/CPR certification that is state Public Education Department approved.
- C. Trainee: A temporary employee receiving required New Mexico State pre-service training for School Bus Driver and School Bus Assistant.
- D. Activity/Athletic Trip:
  - 1. Local trip: Any trip within a forty (40) mile radius of Los Alamos as determined by the Transportation Coordinator.
  - 2. Out-of-town trip: Any trip exceeding the forty (40) mile radius limit.
  - 3. Twenty-four (24) hour trip: Local trip within twenty-four (24) hours of its departure that has not yet been chosen.
  - 4. Seventy-two (72) hour trip: Out-of-town trip within seventy-two (72) hours of its departure that has not been chosen.

### ARTICLE T-II SENIORITY

- A. Establishment of Seniority  
Current and separate seniority lists of Transportation Employees shall be posted in the Transportation office at all times. Employees may maintain seniority in only one category. Any discrepancies should be reported immediately to the Transportation Coordinator who must report it to Human Resources for review and response.
- B. A School Bus Driver's seniority date will be established as follows:
  - 1. For a School Bus Driver's with a Commercial Driver License (CDL) including all necessary endorsements and the completion of the Public Education Department (PED) pre-service training, the seniority date will be the date of hire by LAPS.
  - 2. For a trainee School Bus Driver with a CDL including all necessary endorsements but no completion of the PED pre-service training, the seniority date will be the date of completion of the PED pre-service training.
  - 3. For a trainee School Bus Driver without a CDL license, their seniority date will be the date of completion of all requirements.
  - 4. If two or more individuals have the same date of hire or the same date of completion of the PED pre-service training, the individual achieving the highest combined score on the CDL examination will be senior. If two or more individuals receive the same scores on the examination, the Transportation Coordinator or designee will use a coin flip to determine seniority.
- C. A School Bus Assistant's seniority date will be the date of completion of all PED pre-service training. If two or more individuals complete the requirements for being hired as a Bus Assistant on the same date, the Transportation Coordinator or designee shall use a coin flip to determine seniority.
- D. Driver Status Change: A Bus Driver may submit a written request to the Transportation Coordinator to be moved to Bus Assistant status. This employee shall keep the number of years of experience with the Transportation Department. However, for bidding purposes, seniority shall

be as outlined in ARTICLE T-III BID SYSTEM FOR ROUTE ASSIGNMENT - in the Transportation Addendum.

- E. Assistant Status Change: If a Bus Assistant becomes a Bus Driver, time served as a Bus Assistant shall not be credited toward the Bus Driver's seniority or years of experience for bidding purposes. For bidding purposes, seniority will be as set forth in ARTICLE T-II B above. This employee will keep the number of years of experience with the Transportation Department.
- F. Leave of Absence: Time spent on a Board approved Leave of Absence shall not be counted toward seniority and shall not constitute a break in service.
- G. End of Seniority: Seniority shall terminate with retirement, resignation, or discharge.

#### **ARTICLE T-III BID SYSTEM FOR ROUTE ASSIGNMENTS**

- A. Eligibility to Bid: Transportation Employees must be current with all in-service and certification requirements in order to bid.
- B. New School Year Bid Procedure: Prior to the beginning of each school year Regular Routes shall be rebid. The bid order for Regular Routes will be determined and scheduled according to the current School Bus Driver/School Bus Assistant seniority lists. Transportation Employees will be sent notification by U.S. mail or hand-delivery. Each driver and assistant will have an assigned bidding time and may bid on any available Regular Route in order of seniority. Any driver that is interested in bidding on a Special Needs route, must interview for that route prior to his or her bid date. The Transportation Office shall post the list of available Regular Routes and bid times at least five work days prior to the day of bidding. A list of available Regular Routes with estimated hours will be posted at bid time. However, it is understood that to operate as safely and efficiently as possible, routes and hours are subject to change.
  - 1. Transportation Employees are to choose a specific Regular Route and sign their first and last name by the selected route on the route bid sheet. Upon signing, the individual's choice is irrevocable.
  - 2. Transportation Employees who plan to be absent during the bid time may submit or e-mail a written "bid by proxy" or email with prior approval by the Transportation Coordinator or designee. If an emergency situation arises, whereby an employee is not able to come in to bid, that employee may contact the Transportation Coordinator or designee to arrange their proxy bid. The Transportation Coordinator may also determine that bidding should be suspended, and/or routes re-bid in the future.
  - 3. Transportation Employees who do not bid by their scheduled time shall be bypassed and the next scheduled person may bid. Transportation Employees thus bypassed may bid at any time thereafter during the bidding on the remaining Regular Routes.
  - 4. If a School Bus Assistant position is available with no bid received from a School Bus Assistant, the position shall become available to School Bus Drivers that meet the qualifications for a School Bus Assistant. This employee shall receive the hourly rate of pay for a School Bus Assistant. If more than one School Bus Driver bids for the available School Bus Assistant position, the most senior School Bus Driver shall be selected from those bidding.
    - i. The Transportation Director and / or designee, in coordination with the student's case manager and / or Coordinator of Student Services, will determine if the driver is eligible to drive the Special Needs route based on these factors:
      - 1. Driving and personnel history (accidents, personal driving record and disciplinary actions)
      - 2. Skills, knowledge and training to work with students that have special needs
      - 3. The ability to work with transportation staff, students, parents and school staff in a calm and professional manner
  - 5. Transportation Employees bidding on Pre-School/Special Needs Routes must maintain all State and District requirements. All School Bus Drivers awarded a Pre-School/Special Needs Route are required to make contact with each parent/guardian associated with that route prior to the first day of school and when changes occur to the route.



## ARTICLE T-IV DISCIPLINE

- A. The Transportation Department is subject to the Progressive Discipline Procedures outlined in Article XVII in the PSRP Agreement.
- B. Serious Traffic Offense: A School Bus Driver who receives a suspension or revocation of his or her driver's license for any serious traffic offense, or convictions for more than three serious traffic offenses, as defined in NMAC 6.41.4.7 (P), may be terminated from the position of Bus Driver.
- C. Legal requirements: A School Bus Driver with a CDL will follow the most current Federal Motor Carrier Safety Administration Regulations, New Mexico Commercial Driver's License Manual, and NMAC for Serious Traffic Offense and Continuing Standards for Drivers of School Buses or School Activity Vehicles including but not limited to:
  - 1. If negligence is shown in a preventable accident, progressive disciplinary action may be taken.
  - 2. A School Bus Driver who receives a citation for a moving violation, whether on-duty or off-duty, shall inform the Transportation Coordinator or designee within twenty-four (24) hours of receipt or as soon as possible by telephone, voice message, text, or e-mail. A copy of the citation must be submitted within five (5) calendar days to the Transportation Coordinator or designee. In the event of the Transportation Coordinator's and designee's absence, the citation will be reported to the Human Resources Coordinator; in that person's absence, to the Superintendent.
  - 3. A traffic citation that results in a conviction must be reported immediately in writing (e.g. e-mail, text message) to the Transportation Coordinator. In the event of the Transportation Coordinator's absence, the conviction will be reported to the Human Resources Coordinator; in that person's absence, to the Superintendent. Progressive disciplinary action will be taken including but not limited to suspension or termination of the employee (NMAC 6.41.4).
- D. Habitual Tardiness or Absence: Will be handled as outlined in Article XVII in the PSRP Agreement and subject to the progressive discipline process. Habitual tardiness or absence for any run may result in disciplinary action, including Transportation Employee's route and any other assignments may be placed for bid or may not bid on a route for a period of one month.
- E. Prohibited Usage-School Bus Drivers: A cell phone or personal entertainment device shall not be used while operating a school bus. A School Bus Driver may only use a cell phone in the case of a work-related emergency following District Regulations.
- F. Prohibited Usage-School Bus Assistants: A cell phone or personal entertainment device shall not be used except for work purposes.
- G. Performance: It is the expectation that all trip buses are to be swept, mopped, trash removed, and glass (student mirror, windshield and mirrors) obstruction free. The Transportation Coordinator or designee will inspect buses. A driver that has left a bus unclean will lose one turn on both the Local and Out of Town Trip Boards. A second inspection failure will result in the loss of two turns on the Trip Boards. A third failed inspection will result in the suspension of selecting a trip for the remainder of the current school semester.

## ARTICLE T-V – COMPENSATION

- A. Benefits: Bus Drivers/Bus Assistants that have bid on and received a Regular Route are eligible for insurance and leave benefits when the Regular Route is a minimum of fifteen (15) hours per week.
- B. Pay Rate: Transportation Employees and trainees will be compensated according to the LAPS Pay Scale (see Human Resources).
- C. Leave: Sick leave will be accrued proportional to the hours worked up to a maximum of 1.0 FTE. Personal leave is earned based on projected FTE.

1. School Bus Drivers/School Bus Assistants who have accumulated Personal Leave will have the option to apply Personal Leave for school cancellation days.
- D. Notification: If a School Bus Driver/School Bus Assistant cannot cover their assignment, they must notify the Transportation Coordinator or designee at least 1 hour before route departure and not between the hours of 10:00pm and 5:30am. The call-in numbers are provided by the Transportation Coordinator or designee.
- E. Average Time Required: Transportation Employees will be paid "average-time-required" for the specific route assigned. "Average-time-required" is the time necessary to perform assigned duties under normal driving conditions including but not limited to:
  - i. Pre-trip inspection, including air brake check: 15 minutes
  - ii. Route time
  - iii. Post-trip inspection: 5 minutes
- F. Minimum Time: Transportation Employees will be paid a minimum of one (1) hour for any Regular Route duty or trip less than one (1) hour, approved job related court appearance, attendance at meetings or training, or required by the District or the State of New Mexico, or approved by the Transportation Coordinator.
- G. Extra Time: Washing the bus, extensive cleaning, traffic and/or weather-related delays, discussions with the Transportation Coordinator regarding route or student issues, etc. must be reported using the LAPS Transportation Extra Time Sheet within twenty-four (24) hours to the Transportation Office.
- H. Compensation Discrepancy: If a Transportation Employee believes that the average-time-required may not be correct, a written request for an audit by the Transportation Coordinator should be submitted. The hours and average-time-required will be evaluated in a timely manner and if the audit supports the assertion.
- I. Overtime: Overtime is subject to prior approval of the Transportation Coordinator. It is the employee's responsibility to monitor the employee's number of hours worked.

## ARTICLE T-VII - TRIPS

- A. Eligibility
  1. A minimum of 100 hours Regular Route driving time for LAPS is required.
  2. Once activity trip training has been successfully completed, the bus driver must submit in writing to the Transportation Coordinator or designee requesting their name be added, by seniority, to the Trip Board. Conversely, if an eligible bus driver no longer desires to be on the Trip Board, they must submit in writing to the Transportation Coordinator or designee to have their name removed.
  3. School Bus Drivers/School Bus Assistants may not intentionally place themselves into an overtime situation (exceeding 40 hours per week). It is the employee's responsibility to monitor their hours.
  4. Employees on suspension or leave of absence are not eligible to choose or drive activity trips. An employee returning from suspension or leave of absence must request, in writing, to the Transportation Coordinator or designee to have their name returned to the trip board in their place of seniority as set forth in Article T-II B above once all requirements have been met.
- B. Procedures
  1. The Trip Board will be divided into "Local" and "Out-of-Town" trips with turn indicators for both designations. The School Bus Driver has up to twenty-four (24) hours to choose a trip or pass and then move the turn indicator.
  2. The School Bus Driver or by proxy, the Transportation Coordinator or designee, is to record the date and time on the appropriate form located on the Trip Board as to when the turn indicator was advanced. If no Local or Out-of-Town trips are available on the Trip Board, that turn indicator will stay on the employee's name until a trip of that category is available. However, a Local Trip, if available, may be selected in place of an Out-of-Town Trip. An Out-of-Town Trip may not be selected in place of a Local Trip.
  3. If a School Bus Driver is unable to fulfill their responsibility for a trip they have chosen, the driver will not be able to select a replacement trip. School Bus Drivers and Substitute School Bus Drivers will be listed on the Trip Board by seniority.

4. Specific school site activity trips may be assigned by the Transportation Coordinator or designee to those drivers currently assigned to a route serving the site of the activity trip according to their seniority.
5. School Bus Drivers who may be absent when their turn on the Trip Board comes up may leave a written proxy with the Transportation Coordinator or designee.
6. After a period of time with no trips on the board, the date and time a trip is placed on the board will be recorded on the clipboard.
7. The trip board indicators will freeze on the driver's name on the last day of school. It will resume from that driver's name when trips begin for the next school year.
8. School Bus Assistants will be assigned by the Transportation Coordinator as needed. The assistant will be assigned based on their knowledge and experience with the appropriate skills needed.

C. Changed Trips:

1. The School Bus Driver will be notified in writing of a trip cancellation. A note will be placed on the Trip Board stating the employee may choose a replacement trip. The School Bus Driver has twenty-four (24) hours to choose a replacement trip of the same category as the canceled trip. The Trip Board sequence will resume once the School Bus Driver selects a replacement trip.
2. When the replacement trip is selected the replacement trip ticket is submitted to the Transportation Office indicating it replaces the canceled trip.
3. If more than one School Bus Driver has a trip canceled at the same time, replacement trips will be chosen by seniority.
4. In the case of a trip with multiple buses involved, if the number of buses needed is reduced, the least senior driver among those affected will be notified of their canceled trip. A note will be placed on the Trip Board stating the employee may choose a replacement trip. The School Bus Driver has twenty-four (24) hours to choose a replacement trip of the same category as the canceled trip. The regular trip board sequence will resume once the School Bus Driver selects a replacement trip.
5. If a trip is canceled on the last day of the school year, the School Bus Driver will be allowed twenty-four (24) hours at the start of the next school year to select a replacement trip.
6. If the cancellation is by the sponsoring school or Transportation Coordinator or designee, the driver has twenty-four (24) hours to select a replacement trip.
7. If a trip is postponed or the scheduled time changes (any variation in hours or date), the employee has the option of choosing another trip of the same category. The driver has 24-hours to select a replacement trip.

D. Summer Trips

1. A seniority list of School Bus Drivers will be posted two weeks prior to the end of the current school year. Drivers will signify their desire to work during the summer by writing next to their name "yes" or "no".
2. As trips become available, the Transportation Coordinator or designee will contact the next School Bus Driver in order of seniority until someone is found to fulfill the work request.

E. Twenty-four (24) and Seventy-two (72) Hour Trips

1. Local trips not chosen within twenty-four (24) hours of departure will first be posted on the Trip Board under the designated area, "UP FOR GRABS." If no driver accepts the trip by Noon, the Transportation Coordinator or designee will contact the School Bus Driver on whose name the Local Trip Indicator is located and offer the trip. If that School Bus Driver declines the trip, the next School Bus Driver, according to the seniority of the Local Trip Board, will be contacted until the trip is accepted. The turn indicator will remain on the first driver's name that declines or accepts the trip. If no driver accepts the trip, the Transportation Coordinator or designee will find an eligible driver.
2. Out-of-Town trips that are not chosen within seventy-two (72) hours of departure will first be offered by the Transportation Coordinator or designee to the School Bus Driver on whose name the Out-of-Town indicator is located. If that School Bus Driver accepts the trip, it will count as their choice and the turn indicator moves. If that School Bus Driver declines the trip, the next School Bus Driver, according to the seniority of the Out-of-

Town Trip Board, will be contacted until the trip is accepted. The turn indicator will remain on the first driver's name that declined the trip. Declining the trip does not penalize the driver the opportunity to select a trip.

3. If all eligible drivers for out-of-town trips decline a twenty-four (24) hour or seventy-two (72) hour trip, substitute drivers that have completed Activity Trip Training become eligible to fill the trip need.
4. School Bus Drivers who already have a comparable trip scheduled on the same date as the twenty-four (24) hour or seventy-two (72) hour trip, will not be offered the trip.
5. If a driver has accepted a twenty-four (24) hour trip and that trip is cancelled, the trip will not be replaced.
6. If a driver has accepted a seventy-two (72) hour trip and that trip is cancelled, it will not be replaced unless the driver accepted it as their choice for an Out-Of-Town trip. The driver will then have twenty-four (24) hours to select a replacement trip.