# CLASSIFIED
# BARGAINING AGREEMENT
# 2026-2027

## Los Alamos Public Schools

and

## Los Alamos Federation of School Employees

LAFSE

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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 employee to work toward a high standard of education in Los Alamos. To seek 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 all 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 first contract with LAPS and acknowledge their second consecutive contract. This definition applies to the attainment of tenure status only. Tenure is established for the amount of time specified on the second completed agreement. The agreements do not have to have been for the same job classification.
C. Probationary employees: An employee that has not yet signed their letter of intent from the school district accepting employment for their second consecutive year of employment. Probationary employees may be terminated at any time during their probationary period.
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 working agreements/ contracts are for less than 1.0 FTE regardless of whether that FTE is based on seven or eight hours.
F. District: 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. 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.
J. Preschool/ Special Needs Routes: A regular route requiring either curb-to-curb service or specialized service in accordance with the student's Individualized Education Plan (IEP) as defined in NMAC 6.41.4.7.E. Drivers and Assistants of these routes must maintain current First Aid/ CPR Certification that is state Public Education Department approved.
K. Trainee: A temporary employee receiving required New Mexico State pre-service training for School Bus Driver and School Bus Assistant.

L. Activity/ Athletic Trip: The transportation of school groups when the activity is approved to LAPS policy.
M. Local Trip: Any trip within a forty (40) mile radius of Los Alamos as determined by the Transportation Coordinator.
N. Out-of-town trip: Any trip exceeding forty (40) mile radius limit.
O. Twenty-four (24) hour trip: Local trip within twenty-four (24) hours of its departure that has not yet been chosen.
P. Seventy-two (72) hour trip: Out-of-town trip within seventy-two (72) hours of its departure that has not been chosen.
Q. Good Standing: Includes voluntary resignation with a minimum of two working weeks' notice, retirement or voluntary separation that does not include termination based on substantial facts that violate state law, regulation, Board policy or contract provisions that the employee has violated.
R. Use of one gender shall be interpreted as including the other gender.
S. All references to "days" found in this contract refer to regularly scheduled district workdays unless noted otherwise.
T. Disciplinary action may include but not be limited to a verbal or written reprimand, suspension, or termination.

For pay schedule purposes only, the following definitions shall be applicable:

U. 12-month employees: individuals who work year-round.
V. School Year Employees: individuals who work essentially the same days that students are in school including the days immediately before and after student days.
W. Extended School Year Employee: individuals who work more than 195 workdays normally associated with school year employees but less than the 249 / 260 workdays associated with 12-month employees.

## 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 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 because 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 work days prior to a pay date shall initiate deductions that pay date. Dues deduction 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 Board shall provide additional leave time for employees chosen by the Federation to attend to Federation business as designated by the President. The time shall not exceed seven days a year for the Federation. Substitute costs shall 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 the Board agendas containing support materials will be provided to the Federation president and to each work site. Additional 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:
    1. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
    2. Determine qualifications for employment and the nature and content of personnel examinations;
    3. Take action as may be necessary to carry out the mission of the public employer in emergencies.
C. The Board will retain all rights not specifically limited by this collective bargaining agreement or by the Public Employee Bargaining Act
D. 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 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 absences 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 grounded 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.

**Transportation seniority shall follow the guidelines as outlined below:**

A. Establishment of Seniority:
   Current and separate 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 Schools Bus Driver with a New Mexico Commercial Driver License (CDL) including all necessary endorsements and the completion of the New Mexico 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 per-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 will 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 outlined in BID SYSTEM FOR ROUTE ASSIGNMENT.
E. Assistant Status Change: If a Bus Assistant becomes a Bus Driver, time served as a Bus Assistant shall not be credited towards the Bus Driver's seniority or years of experience for bidding purposes. For bidding purposes, seniority will be 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 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 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 layoff shall be determined by seniority. The employee within the job classifications 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 rehire 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/her current whereabouts. Any person selected for rehire 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, Transfer and Bid System for Transportation Routes

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, or 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 decisions necessary for that position, to include compensation if the range is higher than the current position for the interim time frame.

B. Job vacancies for all bargaining unit job classifications, shall be posted online. The postings shall be made as far in advance as possible of the final date of submission of applications, but in no case fewer than five (5) calendar 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 website 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 timeline posted by the LAPS Human Resources Department. The employee will be considered for an interview for posted open positions provided the employee meets the criteria of the lateral transfer.
    2. A minimum of three candidates will be interviewed for the 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. Reassignments request approved by the Director of Human Resources
G. Unsuccessful applicants shall be notified as soon as possible, 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 safe until the salary of the corrected range equals or exceeds the current salary.

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.

K. Bid System for Route Assignments
1. Eligibility to Bid: Transportation Employees must be current with all in-service and certification requirements in order to bid.
2. New School Year Bid Procedure: Prior to the beginning of each school year, 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 to their school email address. Each driver and assistant will have an assigned bidding time and may bid on any available Regular Route in order of seniority. 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.
    a. 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.
    b. Transportation Employees who plan to be absent during the bid time may submit a "bid by proxy" either in hard copy or by email with prior approval by the Transportation Coordinator or designee. If 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 rebid in the future.
    c. Transportation Employees who do not bid at 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.
    d. 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 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 the bidding.
    e. Transportation employees bidding on Preschool/ Special Needs Routes must maintain all state and District requirements. All School Bus Drivers awarded Preschool/ Special Needs Route are required to contact each parent/ guardian associated with that route prior to the first day of school and when changes occur to the route. The Director of Transportation or their designee will monitor the Local and Out of Town activity/ athletic trip boards each week throughout the school year to ensure the department is in compliance with NMAC. 6.41.4 regulations and that drivers have the opportunity for trips when the department has available personnel.

L. Transportation Additional Parameters

1. Serious Traffic Offense organization: A School Bus Driver who receives a suspension or revocation of his or driver's license for any serious offense, or convictions for more than three serious traffic offenses, as defined in NMAC 6.41.4, may be terminated from the position of Bus Driver.
2. Legal Requirements: A School Bus Driver with a CDL will follow the most current Federal Motor Carrier Safety Administration's Regulations, New Mexico Commercial Driver's License Manual, and NMAC for Serious Traffic Offenses and Continuing Standards for Drivers of School Buses or School Activity Vehicles including but not limited to:
    a. If negligence is shown in a preventable accident, progressive disciplinary action may be taken.
    b. 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 Department, in that person's absence, to the Superintendent.
    c. 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 Department, in that person's absence, to the Superintendent.
3. Habitual Tardiness or Absence: Will be handled as outlined in Article XVII in the PSRP Agreement and is 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.
4. 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.
5. Prohibited Usage-School Bus Assistants: A cell phone or personal entertainment device shall not be used except for work purposes.
6. Performance: It is the expectation that all trip buses are to be fueled, 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 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 XIII- Absences and Leave

## A. Personal Time Off (PTO)

PTO shall be granted to employees who work at least .5 FTE or above. Classified employees will accrue leave at 1 ½ days per month, prorated based on their FTE. Year-round employees (249 days or more) who have completed 3 years of service with the district will accrue leave at 3 days per month. Year-round employees will accrue at the rate stated above. Leave usage for all employees will be based on years of service, as follows:

| Years of Service Completed | Maximum # of Used PTO Days per Year |
|---|---|
| 0-2 | 12 |
| 3-5 | 24 |
| 6+ | Maximum usage based on supervisor's approval |

Additional time-off may be granted to classified employees who have provided documentation of medical issue(s).

1. PTO GUIDELINES
    a. Employees wishing to take more than four (4) consecutive days of PTO must make an application in the District's approved timekeeping system five (5) working days in advance of the first day of PTO. Prior approval is required for the use of any amount of PTO.
    b. Administrators have five (5) work days from the time the request has been entered into the District's approved timekeeping system to approve or deny the request(s). Any request(s) not denied within the five (5)-work day window will be automatically approved. Any PTO entered after any absence, except for call-in following protocol in Article XIII, Section A, subsection 1; shall be at the administrator's discretion.
    c. The supervisor may limit the number of employees in a classification who are on PTO at the same time 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 PTO according to the needs of the District.
    d. PTO for employees working at school sites during the school year, other than for illness or family emergency, may not be used both the day before and the day after the same holiday. For days immediately before or after holidays, the site administrator or manager will approve such requests providing that district-critical services can be covered by employees not on leave. The manager or site administrator will acknowledge a request no later than the end of the fifth working day, not counting the day on which the request is received.

2. 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, Bus Drivers, Bus Assistants, and Special Education IA's,) for whom a sub is required will call in two hours before the start of their workday. An employee who does not call in prior to the start of the workday will have their time coded as leave without pay. An employee who has exhausted all accumulated PTO will have the absence coded as leave without pay. Employees who call-out (call in to) of their scheduled shift on more than 4 separate occasions or display a pattern of calling out of their scheduled shift in one more contract year are subject to progressive disciplinary action or termination.
    a. Examples of patterns of calling out of work include, but are not limited to:
        1. Calling in sick or being late primarily on Mondays or Fridays,
        2. Calling in sick before or after holidays or school breaks,
        3. and calling in sick before or after major events.

3. An employee who displays a pattern of absences related to the use of PTO may be required to submit a medical certificate verifying his or her illness or injury for the absence. Any such request for verification shall be preceded by a written warning to the employee. PTO associated

with patterns in attendance may be subject to progressive disciplinary responses up to termination.

## B. PTO Payout Upon Separation With the District

1. The following incentive program is available to those employees who leave the District in good standing and have completed one (1) full contract year. Good standing includes voluntary resignation with a minimum of two working weeks' notice, retirement or voluntary separation that does not include termination based on substantial facts that violate state law, regulation, Board policy or contract provisions that the employee has violated.

| Years of Service | Days |
|---|---|
| 1-5 | 5 |
| 6-10 | 10 |
| 11-15 | 20 |
| 16-20 | 25 |
| 21-25 | 30 |
| 26-30 | 40 |
| 30+ | 50 |

NMERB may offer options for employees to self-fund a purchase of service credits equal to the amount of "sick leave" they had accrued before terminating employment with a district. If an employee leaving the district for any reason chooses to make a purchase, the district will report ⅔ of the employee's accrued leave balance to ERB as sick leave.

## C. Voluntary Incentive PTO Buyback:

Employees can voluntarily elect to sell back their PTO to the district per the parameter below:

| Years of Service | Absences per Semester | Jan. 15 Payout | June 15 Payout |
|---|---|---|---|
| 3-5 | 4 or less | 3 days | 3 days |
| 6-10 | 5 or less | 4 days | 4 days |
| 11+ | 6 or less | 6 days | 6 days |

Employees are eligible to sell back their unused PTO after three continuous years of employment at the end of each semester. The number of days absent (excluding administrator approved professional development), and the available amount of payout will be prorated on hire date in proportion to the number of days in the semester. Employees must have the minimum number of days for payout in their bank to qualify for payout, plus an additional 2 (two) days in their bank for contingency purposes. Unused PTO may also be credited to the remaining balance of any unpaid employee share of benefits or the balance of any outstanding promissory notes with the district.

## D. Administrator Approval

All employees must enter requested PTO into the District's approved timekeeping system for approval by their immediate supervisor. 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 accrue PTO are eligible for one paid day of personal leave each year, proportionate to their FTE.

## F. Religious Leave

Employees may request the use of up to two days of PTO annually during the contracted year to observe religious holidays. If no accumulated PTO 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 contracted year in the event of a death. These five days shall be deducted from available PTO Bank. If the employee should need more time because of unusual circumstances or in order to attend legal matters, such as a closing of an estate, more time may be requested by the employee. This request will be subject to the approval of the superintendent or appointed designee. All additional time will be deducted from the employee's PTO Bank.

## H. Judicial Leave

Employees summoned for a 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.

## K. Paid Holidays for Classified Not on a 260 Calendar

The following holidays will be paid based on the employees contracted daily hours for the classifications of Educational Assistant, Bus Drivers, Bus Assistants, Clerks and employees that work on a less than full year contract: Christmas Eve (observed), Christmas Day (observed) and New Year's Day (observed).

## L. Extended Leave Program (ELP)

The District's extended leave program allows salary and benefits to continue for members of the certified bargaining unit who are experiencing a serious medical condition, a need for extended bereavement, or need parental leave. The purpose of this program is for employees to extend their leave beyond the use of their benefits as necessary. The condition may be for the employee or an immediate family member, as defined below. A serious medical condition is defined as "an injury, illness, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider (§ 825.113,§ 825.114,§ 825.115)." Extended bereavement may be used to extend bereavement leave for up to 2 days. Parental leave may be used for the birth, adoption, or placement of a child. Documentation may be requested for the verification of the initial request, the verification of the extension of a request, and for returning to work. Failure to provide adequate supporting documentation may result in the denial of your extended leave request.

1. Definitions

   Immediate family includes:
   - Spouse or domestic partner,
   - children (natural, step, adopted, and foster)
   - parents, grandparents,
   - grandchild or siblings (but only if the employee is the primary custodian and caregiver).

   Parental Leave
   - The birth of your own child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly placed child.
   - May be used to heal from birthing, adoption procedures, and/or bonding with a new baby/child.

   Elective surgery
   - A surgery that is not deemed medically necessary or classified as an emergency.
   - A surgical procedure that is planned in advance and is used to treat a medical condition that does not pose an immediate threat to the patient's life.

   Cosmetic surgery
   - A surgery that is performed to enhance physical appearance.

   Bereavement
   - Leave taken to attend to the loss of an immediate family member.

   Serious Medical Condition
   - An illness, injury, impairment, physical, or medical condition that requires hospitalization or continuing treatment. Continuing treatment is classified as treatment needed for a chronic or long-term condition that leads to an incapacity or an inability to work.

   Medically Necessary
   - Treatment and health care services are medically necessary when they are used to cure, provide relief, or diagnose an illness or injury and are not used for convenience.

2. Eligibility

   Regular employees who work 0. 5 FTE or greater are eligible to elect to participate in the program if they have:
   - completed the number of equivalent working days to the assigned contract year of
   - employment at LAPS,
   - a serious medical condition,

- made the required donation annually for that fiscal year (2 full days; 8-hour
- equivalency, regardless of contract FTE);
- exhausted their leave, in all leave banks,
- exhausted all short-term and long-term disability leave benefits, & no written record of disciplinary action for misuse of leave within the past (12) twelve months.

3. Conditions for Leave
    - Debilitating illness, impairment, or physical/mental condition that involves continuing treatment.
    - Chronic or long-term condition requiring high-intensity or high-frequency treatment; or terminal illness
    - Only one district employee may use the extended leave program at a time to provide care to the same immediate family member.
    - Only one district employee may use the extended leave program for the same maternity/paternity event at a time.
    - Intermittent absences due to extended leave conditions are allowed in (4) four or (8) eight-hour increments, such as in connection with chemotherapy, dialysis, or care for an immediate family member.
    - Should an employee's bereavement extend past (5) five days for the loss of family member, as defined above, and the employee has exhausted all leave in their banks, the employee can apply for a maximum of an additional (2) two days through this program.
    - Have not been approved for extended leave benefits within one year prior to the new application date.
4. Exclusions from to the Extended Leave Program
    - Elective surgery
    - Cosmetic Surgery
    - Minor ailments
    - Mental Health Breaks
    - Cold/flu
5. Funding of the Extended Leave Program

    The extended leave program is funded by donations from participating members. Annual donations are made the first month of the employee's contract. If an employee is hired mid-year or off cycle and chooses to join the program the (2) two days is deducted; however, the employee is not vested until their full year anniversary of hire. This does not preclude the employee from having the next two (2) deductions on the next contract issuance. Regardless of full-time equivalency (FTE) the employee is required to donate (2) two full days (8- hour equivalence) annually.

    Quarterly donations, as outlined annually by Administration, will be solicited, and can be made by members and non-members alike; however, donations made by non-members DO NOT grant them access to the program. Donations to the program are not refunded and are forfeit if the employee separates from the district for ANY reason.

    Prior to the end of the fiscal year, Human Resources will notify all staff working .5 FTE or greater that donations will be automatically drawn to the employees unless the employee completes the extended leave plan opt-out process. If an employee opts-out of the program, then the employee is not eligible for extended leave for the upcoming contract year. Employees that were previously on contract must wait until the next contract issuance to rejoin the program.

Employees can participate if they have donated, as noted above, and meet all eligibility requirements, as outlined. Employees with less than one year of service can donate to the program but are ineligible to apply for program benefits until they have met their one-year (1) anniversary hire date.

6. Requesting Extended Leave
   To request benefits, an employee (or individual acting on the employee's behalf) must complete and apply using the Application for Extended Leave and submit this to the Human Resources' Department. Human Resources will in-take the application for initial review and verification. The application must include an estimate of hours extended leave needed, generally not to exceed (3) three months (520) five hundred and twenty hours for full time employees and prorated based on the employees FTE. The district reserves the right to request periodic updates or other medical information as needed.

   A committee, from Human Resources (1 Representative), Superintendent's Office (1 Representative), and LAFSE (2 Representatives), will determine the amount of extended leave approved. This committee will inform the employee's immediate supervisor of the employee's request but not the nature of the illness or need.

7. Maximum Leave Coverage
   - Maximum continuous extended leave will be 1,040 hours (130 days), prorated on the employees FTE. Extended leave will terminate at the maximum hours reached.
   - Maximum intermittent extended leave will be 520 hours, prorated based on the employees FTE.
   - In no case will the combined use of continuous and intermittent leave exceed 1040 hours (130 days).
   - Bereavement leave awards under this program will be capped at 2 working days. Bereavement leave payment shall not be awarded until necessary documentation has been provided.
   - Parental leave awards under this program will be capped at 40 working days. Parental leave may extend past 40 working days if it is deemed medically necessary by their healthcare provider.
   - Extended leave awards will be given in maximum increments of 30 working days at a time. If there is a need for additional days, this will require an updated medical certification to be provided to the Human Resources Director & the extended leave committee. This medical certification should include an update on the medical condition and the number of additional days that are medically necessary for recovery.

8. Exhausted Extended Leave
   Employees who have exhausted the maximum allowable extended leave will accrue up to an additional 160 hours towards their bank of available extended leave, per year of active service after exhaustion of the leave. The amount of additional accrual is prorated based on FTE, and this is separate from the employee's leave banks. The employee is only eligible for this extended leave plan if the employee's donations to the extended leave program continue on an annual basis.

9. Payment of Leave
   The pay for the hours withdrawn from the extended leave program will be based on the

employee's regular rate of pay. Existing payroll deductions, including benefit premiums, will continue to occur.

10. Appeals
    The initial determination on whether a condition qualifies as extended, as defined, is made by the committee and noted in this plan. Should an employee choose to appeal, the request is submitted in writing to the Human Resources Department and a meeting with committee members will be scheduled. All appeals should be submitted within 10 days of receipt of the final extended leave award decision. All committee decisions are final.

11. Termination of Leave
    Extended leave terminates when;
    - an employee is separated from the District for any reason;
    - the condition no longer qualifies as extended; or
    - maximum extended leave benefits have been exhausted.

    If all maximum leave benefits have been exhausted and the employee is unable to return to work; employees should contact their immediate supervisor and Human Resources to discuss other options, such as leave without pay.

12. Return to Work
    Employees on continuous or intermittent extended leave for incapacity, illness, or injury, must be cleared by their healthcare provider to return to work, with or without restrictions. Employees who are returning to work with accommodations must provide appropriate documentation to Human Resources. If returning with limitations, the employee must have the healthcare provider outline the requested accommodations for the district to review and make reasonable accommodations based on current ADA regulations and healthcare recommendations.

13. Family Medical Leave
    All leave received by an employee under this plan will count toward the employee's Family Medical Leave (FML) entitlement (if applicable) if the employee is eligible for FML. If extended leave is denied, an employee may still be eligible for FML (A). An employee enrolled in the third party short-term and long-term disability program(s) should contact LAPS Benefits Department for detailed information on the use of the plans. Extended leave plans will only supplement the portion that short-term and long-term disability do not cover.

14. Administration of the Extended Leave Program
    Extended leave program hours awarded to applicants are charged to the District's extended leave bank and will include an amount sufficient to cover the District's share of the employee's health benefits premiums and other benefits. The employee receiving the donated leave will remain on "regular" status during this period.

    Any unused or undistributed hours donated to the extended leave program will remain in the bank and roll over at the end of the fiscal year. Hours will not be returned to donating employees. Human Resources can provide information on the administration and use of the Extended Leave Plan.

15. Confidentiality
    All information received on the extended leave program applications, healthcare provider

statements, and any additional related information is confidential. The sole use of such information is to determine eligibility to the program.

## Article XIV – Workday

A. The normal workday will be eight hours for 249-day and 260-day employees and seven hours for school year employees (inclusive of the three paid cba holidays noted in this agreement). Supplemental days will be allocated per request of the district administration at the employees contracted FTE and paid at the employee's current contracted hourly/daily rate. 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.

B. Employees contracted for 0.7 or more FTE shall be offered a daily, continuous, duty-free, uncompensated lunch of at least 30 minutes in duration.

C. 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. 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 (40) 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. 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.

D. 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.

E. Emergency Call Out
Employees called to work without prior notification will be paid 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.

F. Required staff development and meeting times outside the workday shall be compensated in accordance with overtime provisions.

G. 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, qualifications, 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.

H. When the Board declares an "abbreviated day" schedule, employees shall report to work as usual unless directed otherwise by their supervisor.

I. Employees who work past dark will be allowed to park their cars in designated parking areas close to the door from which they exit.

J. District guidelines related to snow day activities will not apply to the 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.

K. Job Abandonment
   1. All employees are contracted to work a management requested schedule. An employee who is unable to report to work at the designated time is required to notify their supervisor in accordance with Article XIII, Section A, Subsection
      a. Employees who fail to report to work for (3) three consecutive shifts without notifying the district/site of the absence will be considered to voluntarily resign the contracted position because of job abandonment, regardless of years in the district.
   2. If the employee is unable to contact the district/ site for an absence, they should ask a representative to do so on their behalf. This is only acceptable if the employee is unable to do so. If the employee or representative is unable to contact the district/ site due to an extreme circumstance including but not limited to:
      a. Medical emergency
      b. Natural disaster
      c. Incarceration
      d. Another reasonable situation

      The employee or the representative must contact the district/ site as soon as practical to explain the situation. The superintendent or designee will determine if the extreme circumstance is reasonable.

## Article XV- Personnel Files

A. The District shall maintain a personnel file on each employee that will be kept in the Central Office under the supervision of the Director of Human Resources. Administrators, with the 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 the 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 preparations 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 the chart is a non- grievable item.
C. All evaluations shall be conducted openly and with the full knowledge of the employee concerned. By October 15th of each school year, the employee shall be advised of the procedures and instruments to be used in the evaluation to be conducted at a later date in the school year.
D. Employees will be evaluated at least once a year no later than the first workday in May or at any time deemed necessary by the administrator.
E. The evaluation will be in writing and shall be presented and discussed at a conference with the employee's administrator. Other relevant district administrators may assist in the evaluation process by providing input to the immediate supervisor concerning the employee's performance. In cases where the teacher may also provide input, but the assigned teacher shall not complete the official evaluation for classified employees.
F. The employee shall sign the evaluation indicating acknowledgment that the evaluation has been read and understood. Such a 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.
G. 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 consequence being delineated should improvements 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 status, which may include a recommendation for termination. This summary will be placed in the employee's personnel file.
H. 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 was received, without waiting for the evaluation date. The complaint may be identified at the discretion of the supervising administrator.
I. 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 provisions and if the District then decides that disciplinary action should be taken, the District will follow a progressive discipline system. Employees may request to be accompanied by a Federation representative to advise and/ or represent them during meetings held at or above the school or building level at which decisions relating to disciplinary action, suspension or termination are being considered.

## Step One: Verbal Warning

- Employees 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.
- Employees will be given an opportunity to explain the situation and their actions.
- Employees 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 Two: Written Warning

- Employees 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.
- Employees will be given an opportunity to explain the situations and their actions.
- Employees 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.
- Employees 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 Three: Suspension

- Employees 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.
- The documentation will include an explanation as to 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.
- Employees will be given an opportunity to explain the situations and their actions.
- Employees will be given a description of the desirable and/or acceptable behavior or actions, with a reasonable time to comply.
- Employees 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 Four: Termination

- Employees 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 as to why a termination is necessary and/or appropriate given the nature or severity of the behavior or performance.
- Employees will be given an opportunity to explain the situations and their actions.
- Employees 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 termination. That signature does not signify agreement with the contents.
- Employees will be asked for keys and any issued equipment. Employees may be escorted from the location, maintaining the dignity of the terminated employee by not making it obvious to other employees that the employee has been terminated and the reasons for it.

## Article XVII – Suspensions and Terminations

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 from 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.

## Article XX – Grievance

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise.

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 workdays.
   3. The "aggrieved party" shall mean an employee, a group of employees, or the Federation.
   4. The contents of the 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 issue.
5. Failure to submit the decision in writing within the 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 the 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 the 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 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 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 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.

Level One

a. The aggrieved party shall submit the grievance in writing to their immediate supervisor. Within five days of this presentation, the immediate supervisor will return his written decision to the aggrieved employee.
b. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within five (5) workdays of receipt of the decision by filing said appeal with the Superintendent.
c. Failure to appeal the grievance within five (5) workdays after receipt of the response shall result in dismissal of the grievance.
d. In the event a certified 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 Director of Human Resources. The request will be honored upon notification to the immediate supervisor.

Level Two

a. The superintendent or designee shall meet with the aggrieved and/or a representative of the Federation within ten (10) workdays after receipt of the appeal of the Level One decision or the initiation of a grievance at Level Two in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony, and call witnesses.
b. The superintendent or designee shall, within ten (10) workdays after such meeting provided above, render the decision in writing setting forth the decision and reason(s) there for and shall transmit the same to all parties.
c. 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 with ten (10) workdays after receipt of the response at Level Two shall result in dismissal of the grievance.

Level Three

a. Upon appeal of a grievance to Level Three, the Board shall appoint a fact-finder and make a determination from within the information collected from both parties within 30 workdays.

Level Four

a. If both the aggrieved and the Federation are not satisfied with the Board's grievance disposition, the Federation may appeal the grievance to arbitration by submitting a written demand for arbitration to the Board no later than five workdays following receipt of the Board's written disposition.
b. The parties shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator, the Federation may submit a request for arbitration to the American Arbitration Association (AAA) no later than 10 work days following the written demand for arbitration. The parties shall then be bound by the AAA's rules and procedures.
c. 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.
d. 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.

e. The arbitrator's decision shall be submitted in a timely fashion after the conclusion of the hearing. The arbitrator's decision shall be in writing and shall include reasons for the decision.
f. The arbitrator's decision shall be final and binding on the parties.
g. The arbitrator's fees and costs shall be shared equally by the parties. Other cost 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 worksite.
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, they shall obtain one at their 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.
F. All employees have the right to work in a safe environment. When an administrator becomes aware of a credible threat, they shall report the threat to the District office and to any employees or staff members that are specifically named in the threat. The administrator shall conduct an investigation of the threat in accordance with District established procedures. While the threat assessment is in progress, the site administrator and relevant District Office administrator(s) will develop a plan to protect the employee or staff member specifically named in the threat. Upon completion of the threat assessment process, the site administrator will share the resolution of the threat assessment and need-to-know components of the safety plan with the involved PSRP employee(s).
    1. If the PSRP employee(s) is not satisfied with the determination at the site level, they may appeal to the administrator responsible for student and personnel services at the District office for assistance in the matter.
    2. Nothing contained in this section shall prohibit a PSRP employee from exercising their legal rights or otherwise seeking remedies under this agreement, board policies or regulations.

## 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.
C. Employees whose contracts are for 249 days will receive eight (8) paid holidays throughout the contract year, to include: Independence Day, Labor Day, Veteran's Day, Winter Break, Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth.

## Article XXIII – Pay Schedules

All 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.

A. There shall be no limit to the number of years of experience a PSRP/ Classified employee may bring into the district for increased steps following the most current salary schedule. All years of experience must be relevant to the position for which the employee is applying. Determination of relevant experience must be presented within 60 days of the employees' job offer and Human Resources will determine "relevant" experience based on the current job description.
B. All PSRP/ Classified employees shall have their years of experience honored with the district when transferring to new positions and in accordance with the most current salary schedule.
C. 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.
D. Paychecks 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 workday preceding the weekend or holiday. When the 15th or 30th falls on 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.
E. 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.

## Article XXIV – Insurance Program

A. The Board will make available to all qualified employees (15 hours per week or more) insurance programs as per NMPSIA guidelines and premiums deducted from their paychecks.
B. Married couples who are both employed by the Los Alamos Public Schools will not be required to carry double coverage. Employees may choose who will carry the primary coverage.
C. All qualified classified employees may enroll in any of the District's insurance programs for which they are eligible, within 31 calendar days from the effective date of their employment, change in marital status, or change in the job status of the employee's spouse (termination, retirement or resignation) provided the spouse was covered by insurance. Coverage will begin the first day of the month following the first full month of premium payment. The District will not unilaterally modify the enrollment status of an employee unless a modification is mandated by changes in overall coverage of carriers.
D. Business Support Services will announce open enrollment as determined by NMPSIA. During this period employees who may change enrollments in any benefit options where open enrollment is occurring. 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.
E. Prior to the open enrollment period all employees will receive a summary of benefits, coverage dates, and payroll deduction plans offered by the District. The summary will include a brief description of each plan and cost (if any) of each plan.
F. Employees may change benefit options through signature forms provided by the Business Office during the open enrollment period. If no change requests are made, the employee must sign the current benefit form and return it to the Business Office.
G. Employees who separate from employment will be provided in a timely manner with information necessary to maintain health benefits under COBRA.

## Article XXV – Insurance 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 monthly. The employee is solely responsible for determining the amount of deduction and shall hold the Board harmless against 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 acknowledgement 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 and/or school wide efforts. The President of the Federation and the Superintendent, or their respective designees, shall participate in quarterly discussions regarding the professional development needs of the bargaining unit. Topics for staff development will be chosen through a process that includes staff recommendations.
B. The District and the Federation will work collaboratively to develop and implement job-related programs of in-service professional development for employees.
C. Staff will participate in uncompensated staff development at the site within the constraints delineated in the workday language.
D. Voluntary selected staff development completed outside the workday shall be compensated with a sum of $100 for 15 hours 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 more than five consecutive days, that employee shall be paid on the higher range of his/her 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 workday, 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, 2027. The current contract will remain in effect until an agreement is made to a new one.
B. Salaries and up to three (3) three- additional issues chosen by each party to this Agreement may be reopened each year of this Agreement, except every (4th) fourth year when the entire bargaining agreement is negotiated. The next entire bargaining agreement negotiation will be for the 2027-2028 school year. Additional issues mutually agreed to by both parties may also be reopened. Such negotiations shall begin on or before January 15th of each year as agreed to by the parties.
C. Should an emergency include but not limited to:
    1. Fire
    2. Natural Disaster
    3. Other acts of Nature

    This agreement shall remain in effect until such time that the emergency is resolved, or the representative members of the district and union are able to come together to complete a new agreement.