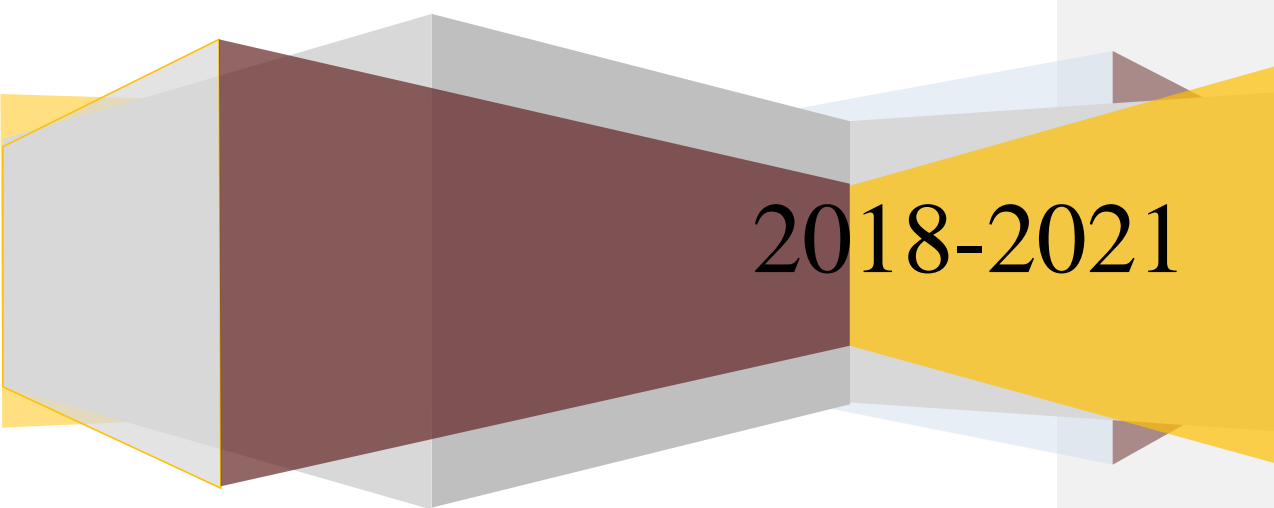


Belen Consolidated Schools



Negotiated Agreement

**Belen Consolidated Schools & National
Education Association (NEA)**



2018-2021



Belen Consolidated Schools
Board of Education Collective Bargaining Team

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Negotiated Agreement
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Article 1
Responsible Board – NEA – Belen Relationship

1. The District and the NEA-Belen recognize that it is in the best interest of both parties, the employees and public, that all relationships between them be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the District and the NEA-Belen and their respective representatives at all levels will apply the terms of this Agreement fairly and in accord with its intent and meaning consistent with the NEA-Belen's status as exclusive representative of all employees in the unit.
2. Each party shall bring to the attention of the employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

Article 2
Governing Laws and Policies

1. This Agreement shall be negotiated in accordance with all applicable Federal and State laws. If any provision of this Agreement that involves wages, hours, and other terms and conditions of employment, shall be found contrary to law, said provision(s) shall be null and void for the term of this Agreement. All other provisions of this Agreement shall remain in full force and effect. Either party may request to negotiate a replacement provision for the provision(s) found contrary to law, by notifying the other party in writing.
2. The District recognizes and respects the NEA-Belen rights to represent all members of this bargaining unit and to negotiate with the Belen Board of Education, through its designated representatives, regarding wages, hours, and other terms and conditions of employment.
3. The NEA-Belen recognizes that the Belen Board of Education retains certain powers, discretion, and duties which it may not delegate, limit, or abrogate by agreement with any party under the Constitution and Laws of the State of New Mexico.

Article 3
NEA-Belen Rights

The following rights and privileges shall be granted exclusively to the NEA-Belen as the exclusive representative for all employees in the bargaining unit. These rights shall not be granted to any other labor organization.

1. NEA-Belen membership dues for all employees who authorize the deductions. Request for membership dues deductions shall be honored by the District provided that the deduction request is submitted to the District's payroll office in a form authorized by NEA-Belen. The dues deductions shall be made from the employee paychecks for each pay period unless otherwise agreed to by the parties. Authorizations for deductions must be submitted at least two (2) weeks prior to the date on which the deduction will be made. The dues deductions shall be transmitted to NEA-Belen on each pay date that the dues

deductions were made. Employee dues deductions shall be continuous and may be terminated at any time provided the employee submits a written notice to NEA-Belen President(s). The President/Co-President shall then contact NEA-NM and the payroll office on a District/NEA-Belen approved form at least ten (10) days prior to the effective date of termination of deductions. Dues deductions shall be discontinued once the payroll office has processed the request. In no case will the District/NEA-Belen discontinue a membership without written authorization from the President/Co-Presidents of NEA-Belen.

1.1. The NEA-Belen can use the inter-school mail service, e-mail, school mail boxes, school PA systems, and bulletin boards in areas frequented by bargaining unit employees subject to the following:

- a) All materials must contain the date of the posting and the identification of the NEA-Belen and must be signed by an NEA-Belen Officer. All e-mail must contain the identification of the NEA-Belen in the reference line by an NEA-Belen officer.
- b) A copy of all postings and distribution shall be provided to the building supervisors and the Superintendent and/or his/her designee at the time of the posting. Every document must contain a disclaimer that the information contained therein are the views of the NEA and not necessarily the views of the District.
- c) The distribution of materials shall be made by a member of the NEA-Belen assigned to that building. In the event the NEA-Belen does not have a representative in a particular building, the NEA-Belen President may authorize in writing, an individual to make the distribution. The letter of authorization shall be presented to the principal or immediate supervisor prior to distribution.
- d) Use of the PA system shall be limited to before and after the duty day and/or during regularly scheduled announcements.
- e) No materials shall be distributed to an employee who has registered with the NEA-Belen and site supervisor an objection to receiving NEA-Belen materials.
- f) It is not permissible for employee organizations to use the above communication systems for material which is:
 - 1) related to the endorsement of political candidates
 - 2) related to personnel matters
 - 3) related to petitions of any kind
 - 4) a solicitation
- g) Material will be relevant and presented in a professional manner and shall not be derogatory or inflammatory. E-mail use shall not occur during the duty/work day.

1.2. The NEA-Belen shall be provided the opportunity to speak at any new employee orientation meeting or general meeting of employees, provided that prior notification on material or topic is given to the supervisor. The topic or materials must be appropriate to the purpose of the meeting.

1.3. The NEA-Belen may be granted twelve (12) paid leave days per year during which NEA-Belen members may conduct NEA-Belen business. To include: NEA Committee representation, site visits, site disciplinary concerns/issues, grievances, NEA trainings, and legislative action. No more than one member will be granted

leave from a worksite at any one time, unless agreed upon by the site supervisor. The request must be made in writing to the building principal three (3) days prior to the leave or at least twenty-four (24) hours in an emergency. All leave shall be documented per district procedures.

- 1.4. The NEA-Belen President or designees shall be granted nine (9) paid leave days per year to conduct NEA-Belen business assigned to the President.
- 1.5. The NEA-Belen shall be allowed to schedule and conduct meetings at District work sites provided the meetings do not interfere with the instructional or work schedule or conflict with events previously scheduled by the District. There shall be three (3) workdays advance notice. The notice shall include the time of day and where the meeting will be held. The NEA-Belen shall not be charged a fee for the facilities or overhead costs. Materials used and other expendables will be supplied by the NEA-Belen.
- 1.6. The NEA-Belen shall be provided with the following budget information at the time it is prepared for internal use, after submission to the District Board of Education;
 - 1.6.1. A copy of the tentative operational budget including all worksheets and salary schedules submitted to the State Department of Education;
 - 1.6.2. A copy of the final operational budget including all worksheets and salary schedules submitted to the State Department of Education;
 - 1.6.3. A copy of the operational budget report on a quarterly basis;
 - 1.6.4. A copy of all state student membership and unit reports;
 - 1.6.5. A copy of the December 1, adjustment count for Special Education;
 - 1.6.6. A copy of the projected student membership (ADM) for the following school year.
- 1.7. The NEA-Belen association representatives are recognized as NEA-Belen leaders. This recognition carries with it the right of the representatives to carry out their NEA-Belen responsibilities provided such responsibilities do not interfere with the duty-day or the instruction of students. A list of said representatives will be provided to Human Resources. The list will be updated as necessary.
 - 1.7.1. The representatives shall have the right to bring to the attention of the work site supervisor all matters pertaining to the organizational rights of the NEA-Belen and other concerns of the employees in the bargaining unit.
- 1.8. The NEA-Belen officials and/or 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 or with the instruction of students. All visitors will check in with the site supervisor or office.
- 1.9. The NEA-Belen or its designees shall be provided the following information by the District:
 - 1.9.1. All written District policies and procedures at the time of adoption and amendments to the policies that pertain to employee terms and conditions of employment;
 - 1.9.2. An advance copy of the District Board of Education agenda and a copy of non-confidential attachments to the agenda at the time of the Board of Education meeting; and

1.9.3. The NEA-Belen will be provided with copies of minutes of official Board meetings.

**Article 4
Employee Rights and Privileges**

1. Employees shall be entitled to all rights guaranteed under the Federal and State constitutions, laws, and regulations.
2. Non-probationary employees shall only be disciplined, reprimanded, discharged, terminated or reduced in rank for just cause and shall be notified of the action in writing and the reasons therefore. Non-probationary employees may challenge the action, other than discharge and termination, through the use of the grievance procedure set forth under Article 8 of this Agreement.
3. An employee may be accompanied and represented by a NEA-Belen representative at any meeting with a supervisor dealing with a disciplinary action. Notifying and informing each party so that an equal amount of representatives, not to exceed two, on each side may be present.
4. After an investigation, upon request of the employee, the District shall provide the employee information, documentation, and data related to any employee misconduct investigation provided the information is not privileged under law and the employee is facing disciplinary action.
5. If an employee is placed on administrative leave, the leave shall be with pay during the duration of the investigation.
6. Employee performance evaluations shall remain confidential. The District's Board of Education shall not discuss or permit public discussion of any employee's performance at a public board meeting. Board members shall not participate in an employee's performance evaluation.
7. Any criticism of an employee by a District administrator concerning the employee's behavior or performance will be made in confidence with the employee and not in the presence of students, parents, members of the public, or other District employees (unless acting as an employee representative). Communication between an employee and an administrator or supervisor shall be conducted in a professional manner.
8. Bargaining unit employees shall be notified of their contract renewal for the ensuing year no later than the second (2nd) Friday in April, unless the employee is under a current PIP. Employee on a PIP will be notified by end of the contract in May.

**Article 5
Management Rights**

Unless limited by the provisions of a collective bargaining agreement or by any other statutory provision, a public employer may:

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. Determine what and by whom services will be rendered;
4. Take actions as may be necessary to carry out the mission of the public employer in emergencies, and;
5. Retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act (10-7E-1 to 10-7E-26 NMSA 1978).

Article 6 Recognition

The Belen Board of Education hereby recognizes the NEA-Belen as the sole and exclusive bargaining agent for employees identified in the bargaining unit below, with respect to wages, hours, and other terms and conditions of employment.

The employees in the bargaining unit and covered by this Agreement include:

All certified employees including teachers, diagnosticians, librarians, counselors, nurses, therapists, interpreters, and all employees in the Transportation Department to include:

- 1.1. Bus Drivers
- 1.2. Bus Aides
- 1.3. Mechanics
- 1.4. Mechanic Helpers
- 1.5. Clerical Staff

The employees excluded from the bargaining unit and not covered by this Agreement include:

- 2.1. Non-licensed supervisory employees
- 2.2. Non-licensed managerial employees (Foreman)
- 2.3. The following confidential positions:
 - Transportation Specialist
 - Education
- 2.4. Supervisors
- 2.5. Managers
- 2.6. All other non-certified employees

Article 7 Employee Evaluation

The purpose of the employee evaluation is to assess performance as well as promote professional growth. The process will identify strengths and weaknesses and shall also provide an opportunity for recognition and encourage outstanding performance. Bargaining Unit employees will be evaluated in accordance with State and District procedures. This article may be subject to change due to the new NM PED teacher evaluation system.

1. Employees shall be formally evaluated in accordance with the provisions of this Article and as set forth in the District's Employee Performance Appraisal System. The purpose of an employee evaluation shall be the improvement of performance. The evaluation of all employees is the responsibility of the immediate supervisor. The immediate supervisor may be assisted in the evaluation of an employee by practicing, licensed and trained

administrators. Teachers will not evaluate other teachers, See NM Administrative Code: 6.69.8 and HB 144.

2. All employee evaluations will be completed and signed in accordance with state guidelines.

All employee evaluations:

- Shall be conducted openly with full knowledge of the employee.
- Will be completed and signed in accordance with state guidelines.
- The employee shall be advised prior to being evaluated of the procedures and instruments to be used in the evaluation

3. All employees will be given a copy of the evaluation report and will be given the opportunity to discuss the evaluation. The employee will be afforded the opportunity to place comments on the evaluation. 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.

4. When the employee is rated ineffective or minimally effective, the immediate supervisor shall discuss with the employee and put in writing the unsatisfactory performance, the changes necessary to improve, recommendations for assistance to the employee, and the time limitations for necessary changes in performance. Additional observations may be scheduled when deemed necessary. This provision shall not be interpreted in such a manner as to prevent immediate disciplinary action as determined by the District or from discharging an employee in accordance with the law.

5. Anonymous complaints involving an employee may be investigated by an administrator and will not be used in the employee's evaluation unless the complaint is found to be substantiated. Relevant information of the complaint will be shared with the employee. The employee will be given an opportunity to respond to and rebut such complaint.

6. Individual components of the teacher evaluation system, such as attendance or VAS, etc., will not be used for personnel decisions beyond providing for the professional development plan.

7. Superintendent or designee may sign licensure renewal or dossier advance applications if they believe, independent of the teacher effectiveness system, that a teacher meets the competency level of the level of licensure sought. See State Statute: 22-10A-19 and 22-5-14

Article 8 Employee Investigations

1. The District shall reserve the right to investigate allegations of employee misconduct.
2. Employees may be terminated or discharged in accordance with law.
3. When a bargaining unit employee is called to a meeting that may result in employee discipline, the employer will be informed of the nature of the meeting and be advised that he/she may bring a NEA representative of their choosing to the meeting, request for accompaniment shall not unduly delay the meeting for more than one work day.
4. A bargaining unit member may request to be accompanied by a NEA representative of the bargaining unit member's choice to act as an observer/advisor to the bargaining unit member at any disciplinary or investigatory meeting with an administrator.

- Request for accompaniment shall not unduly delay the meeting for more than one (1) workday.
5. If an employee feels any meeting is becoming disciplinary in nature, the employee may advise the supervisor that he/she would like to be represented by a NEA representative.
 6. A bargaining unit member may be placed on administrative leave of absence with pay and benefits during an investigation of misconduct.
 7. During the investigation of misconduct or if the investigation results in a finding of unfounded/unsubstantiated allegations, no documentation related to the matter under investigation will be placed in the employees personnel file.
 8. Anonymous complaints shall not be used against the bargaining unit employee by the district as the sole basis for disciplinary action.
 9. Upon completion of the investigation, but prior to the final filing of charges against the bargaining unit employee, the bargaining unit employee will be provided the opportunity to respond to the charges.
 10. At such time the District determines the reasons for placing an employee on administrative leave are no longer necessary and discharge or demotion is not recommended, the employee shall be returned to the position held prior to being placed on administrative leave. If after conferring with the employee, the District and the employee agree that he/she should be placed in an equivalent position within the district, the employee will be placed in the position if available. Upon return to work following an investigation, a meeting between the employee and the immediate supervisor or appropriate administrator will be scheduled in an attempt to create a positive transition.

Article 9 Progressive Discipline

The purpose of Progressive Discipline is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise. The principles of progressive discipline shall be applied to any disciplinary action when the District determines progressive discipline is appropriate. The principles of progressive discipline shall not prohibit the District from taking an immediate or more severe action if warranted by illegal actions, significant breach of ethics, severe safety violations or violation of Board Policy and Procedures. The procedures set forth below shall be used whenever the District observes a bargaining unit member's behavior/work performance and/or misconduct based on just cause. The procedures shall be used for all allegations of unsatisfactory work performance and/or misconduct based on just cause. All disciplinary actions shall take place within a timely manner. The employee has the right to respond, in writing, at each step without fear of retaliation. When a bargaining unit employee is called to a meeting that may result in employee discipline, the employee will be informed of the nature of the meeting and be advised that he/she may bring a NEA representative of their choosing to the meeting, request for accompaniment shall not unduly delay the meeting for more than one work day.

The following are the steps in initiating corrective actions:

1. Written Memo of Concern

A written Memo of Concern will not be issued unless a verbal warning has been issued and properly documented. The written Memo of Concern will contain directions for specific actions for improvement and possible consequences if said behavior is repeated. A time frame and support will be included in this memo and will be placed in the employee's site working file.

2. Written Reprimand

A written reprimand will not be used unless the bargaining unit employee has received a written warning/memo of concern. Professional Improvement Plan (PIP) shall be implemented that will clearly define the acceptable behavior and a time line for which to achieve it. Failure to follow the guidelines and timelines of the PIP may result in further administrative action. This documentation will be placed in the employee's personnel file in Human Resources.

3. Additional Disciplinary Action

After steps 1-2 have been followed the Human Resource department may, under the provisions of just cause, investigate to determine further action which may include administrative leave, reassignment, discharge, and/or termination. (NM Statute 22-10A-21-30)

**Article 10
Problem Resolution**

Parties must meet, discuss, and attempt to resolve the issue/dispute in a collegial, non-threatening manner. This may be accomplished by either: (1) employee and administrator meeting informally; or, (2) employee, administrator, and a representative meeting informally.

1. If there is no resolution after the employee/administrator's informal meeting, then the employee may choose to have a second meeting which will include an Association representative and the administrator. This meeting must take place before a formal grievance is written. Further, the administrator will be notified that this is the second meeting in the informal problem resolution process. He/she will also be informed that failure to reach resolution after this meeting may result in a formal grievance.
2. Employees shall be represented by the Association throughout the informal problem resolution if the employee chooses to have representation.

**Article 11
Grievance Procedure**

1. Purpose

- 1.1. The purpose of this grievance procedure shall be to secure at the lowest possible level equitable resolution to complaints arising with respect to wages, hours of work, or other conditions of employment. Conditions of employment not specifically expressed in this Agreement shall not be the subject of Arbitration. Discharge and termination actions are grievable only pursuant to the School Personnel Act and are not grievable under the procedures set forth in

this Article. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- 1.2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by NEA-Belen, provided the adjustment is not “inconsistent” with the terms of this Agreement.

2. Definitions

- 2.1. A “*grievance*” shall be defined as a dispute pertaining to a claim which alleges a violation, misinterpretation, or inequitable application of this Agreement, or a claim of discrimination affecting an employee or a group of employees.
- 2.2. A “*grieved employee*” shall be any employee or group of employees making a claim.
- 2.3. A “*party in interest*” shall mean the employee or employees making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 2.4. “*Designee*” shall mean an administrator or Association representative not from one of the previous levels.

3. Procedure

- 3.1. Confidentiality must be maintained throughout the grievance process. In order to maintain objectivity, no person/entity should be privy to the grievance until it reaches that stage when this person/entity is involved. Once the process is complete, both parties have the right to disclose the results, without the use of names.
- 3.2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 3.3. If the District fails to comply with its time limit requirements as set forth under any of the procedure levels, the grievance shall be considered appealed to the next level of procedure. If the grievant fails to comply with his/her time limits as set forth under any of the procedure levels, the grievance shall be considered null and void.
- 3.4. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- 3.5. A grievance shall mean an allegation by an employee or group of employees that there has been a violation of any of the provision(s) of this Agreement. Failure to submit a grievance within ten (10) working days following the date of the infraction, act or condition complained of will constitute a forfeiture of the right to file.
- 3.6. No reprisal or retaliation shall be taken against either a grievant or a party in interest as a result in participation by the grievant or party in interest in the processing of a grievance.
- 3.7. A grievant’s request to be accompanied and represented by a NEA-Belen representative at any hearing or meeting conducted under this procedure will be honored, however, the request for representation shall not delay the hearing or meeting more than twenty-four (24) hours. All members of the bargaining unit are entitled to representation by the NEA-Belen.

- 3.8. An employee, acting individually, may present a grievance without the intervention of the NEA-Belen provided the grievance is processed in accordance with this procedure. At any hearing of the grievance brought individually by an employee, the NEA-Belen shall be afforded the opportunity to be present and make its views known, provided the employee wants the NEA-Belen as a representative. Any adjustment shall be consistent with the provisions of the Agreement.
- 3.9. If the employee elects not to be represented by the NEA-Belen at Level 1 of the Grievance procedure, the NEA-Belen reserves the right to refuse representation at succeeding levels.
- 3.10. If a grievance affects a group of two (2) or more employees involved in an action or a decision by the District which has a system wide impact, the NEA-Belen may submit the grievance on behalf of the affected employees at any appropriate level of the Procedure.
- 3.11. The parties shall facilitate any investigations which may be necessary in order to expedite the process or provide information which is relevant to the issues addressed in the grievance. An investigation may include the sharing of relevant documents, facts, records, or data.
- 3.12. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file. The file will be confidential.
- 3.13. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in the Agreement. The forms shall be obtained from the building representative.
- 3.14. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-duty time or before or after the workday. If the parties agree to process the grievance during the employee's workday both the grievant and his/her representative, if an employee of the District, shall utilize leave without pay.
- 3.15. Except for informal decisions at Level 1, all decisions shall be submitted in writing at each step of the Procedure and the decisions shall be submitted to the grievant and/or the NEA-Belen. If NEA-Belen is not involved they will not receive a report.

4. Level 1

- 4.1 Employee Grievance Petition form is filed with employee's immediate supervisor within five (5) working days.
- 4.2 The immediate Supervisor will issue a written decision within five (5) working days of receipt of the written grievance.
- 4.3 If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant at Level 2.

5 Level 2

- 5.1 If the grievance is not resolved at Level 1, the grievant may appeal the grievance in writing to the appropriate District Administrator no later than five (5) working days following level 1.

5.2 The employee shall simultaneously file the Employee Grievance Petition form to the Association and Human Resources Department.

5.3 The District Administrator will issue a written decision within five (5) working days of receipt of the written grievance.

6 Level 3

6.1. If the grievant is not satisfied with the District Administrator written disposition, the grievant may appeal the grievance to the Superintendent/Designee no later than five (5) work days following the receipt of the district Administrator's written decision.

6.2. The employee shall simultaneously file the Employee Grievance Petition form to the Association and Human Resource Department.

6.3. No later than Ten (10) work days following the receipt of the grievant's written appeal, the Superintendent shall convene a hearing in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the hearing in order to present evidence on their behalf, provided such documents and/or list of witnesses have been served to the other party at least 72 hours prior to the hearing. Each party shall have the right to cross-examine witnesses brought by the other party.

6.4. No later than Seven (7) work days following the conclusion of the hearing, the Superintendent or designee shall submit a written response to the grievant and NEA-Belen, President.

7. Arbitration

If both the grievant and the NEA-Belen are not satisfied with the Superintendent's written disposition, the NEA-Belen may appeal the grievance to Arbitration, in accordance with the procedure hereinafter set forth, provided:

- a. the procedure for the settlement of the grievance, the Grievance Procedure, has been exhausted; and
- b. The appeal to arbitration is submitted in writing to the Superintendent no later than ten (10) work days from the date of the response by the Superintendent.

7.1 The parties will strive to mutually agree upon the arbitrator.

7.2 If the parties fail to mutually agree upon the arbitrator, the parties shall jointly request seven (7) names from the Federal Mediation and Conciliation Service from which the Arbitrator shall be selected. Each party will strike one name followed by the other party striking one name until a single name remains, who shall become the Arbitrator. The party required to strike the first name will be determined by the flip of a coin.

7.3 The arbitrator shall conduct a hearing as soon as is possible following the submission of the written demand for arbitration.

7.4 The arbitrator shall have no power to alter, amend, add, or subtract from the terms of this Agreement.

7.5 Issues related to the arbitrariness of a grievance shall be decided by the Arbitrator prior to hearing the merits of the case.

7.6 The Arbitrator shall prepare and submit, in writing, to the District and the NEA-Belen, a determination which will include the decision, rationale, and, if appropriate, relief, within thirty (30) calendar days after the conclusion of the

hearing. The determination of the Arbitrator on matters set forth in this Agreement shall be final and binding.

- 7.7 The cost of services for the Arbitrator shall be shared equally by the District and the NEA-Belen. All other expenses shall be assumed by the party incurring the cost.

By mutual agreement the parties may extend the time limits expressed in this Article.

Article 12 Assignments

1. Supervisors shall inform employees of their assignments for the coming school year as soon as possible. Such notice shall specify the building, grade level, subject area, and positions to which the unit member will be assigned, based on program need.
2. If an assignment change becomes necessary during the summer months, the supervisor will contact the affected employee(s) to discuss the potential re-assignment and will consider the affected employee's preferences. The supervisor will notify the employee as soon as possible of any re-assignment decision.
3. An employee re-assigned to another grade/subject area or classroom at the work site after the school year has begun, will be granted at least one (1) day of professional leave to prepare for the new assignment.
4. Notice of vacancies will be posted for no less than ten (10) days on District website.

Article 13 Transfers

Voluntary Transfer Definitions:

1. A voluntary transfer is the voluntary movement of an employee from one work site to another work site.
2. A transfer may include a change in job assignments, grade, or content area at the transfer work site.

Transfer Procedures:

1. An employee desiring a transfer shall contact the site Administrator and be granted an interview if the employee meets the minimum qualifications for the posted position. The interview for the position shall occur within five (5) working days of the posting date.
2. The Transfer request period will start March 1 and end May 31 of each year.
3. An employee who is on a current uncompleted professional improvement plan (PIP)/professional growth plan (PGP) may be considered for transfer. .
4. The District will post the available vacant positions.
5. Transfers of an employee may occur outside the established procedures to make accommodations for employees with ADA issues. Such transfers may occur when the affected employee agrees to the transfer and when the affected position is at the same salary level.
6. District reserves the right to accept a transfer request of an employee outside of the transfer window based on program needs.

Involuntary Transfer Procedures:

1. The District reserves the right to implement transfers of staff.

2. Involuntary transfers/shall not be arbitrary or capricious.
3. When transfers become necessary, volunteers, if certified, will be sought first.
4. An employee who is on a current uncompleted professional improvement plan (PIP)/professional growth plan (PGP) may be considered for transfer. The PIP/PGP must follow the employee and the PIP/PGP will be completed as written.
5. If there are no volunteers, the employee with the least seniority within the job classification, shall be transferred, unless the supervisor cites a verifiable program need for transferring another employee.
6. The administration will notify NEA-Belen of any involuntary transfer other than program need.
7. Where the foregoing factors are equal, the preference in reassignment or transfer will be given to the incumbent applicant with the greatest number of years of service in the Belen School System.

**Article 14
Vacancies**

Notice of vacancies will be posted for no less than ten (10) days on District website. Job vacancies will be filled on the basis of skill, ability, training, educational credentials, performance record, and an interview. The most qualified applicant will be selected.

**Article 15
Reduction in Force**

1. The District shall have the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF).
 - a. A reduction in force of bargaining unit employees normally may occur in situations such as:
 - i. Decrease in student enrollment or reduced student demand for or participation in programs or activities.
 - ii. Decrease in revenue because of reduction of state, local, or federal support.
2. If the District anticipated a RIF, which might result in the transfer or layoff of an employee(s), the Superintendent or designee shall notify the NEA-Belen of the anticipated RIF.
3. The NEA-Belen and the Superintendent or designee shall meet to discuss possible alternatives including but not limited to volunteers, attrition, transfers, non-renewal of temporary short term certified employees, and hiring freezes.
4. In the event of a RIF, verifiable experience and required skills as stated on the job description will be used to determine program need placement. The RIF will be based on district wide seniority; defined as the length of continuous District service for the positions for which the employee is qualified within job classification. The employee with the least seniority within their job classification/title for bargaining unit employees will be laid off first.
 - a. Any employee who is to be laid off will be so notified in writing at least ten (10) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time scheduled and the reasons for the proposed action.

5. Recall shall be based on the most senior employee who meets the qualification for the vacancy/ies. Should the recalled employee decline the offered position, the employee shall lose his/ her right to recall.
 - a. Recall: For a period of one (1) year after the effective date of the RIF, the Superintendent shall offer a recall if any position becomes available for which such employee is licensed and qualified. The recall shall be offered in reverse order of layoff or based on program need. Employees desiring recall rights must maintain proper notification/address information with the District.
 - b. Notification of Recall: Any person selected for recall will receive notification by certified mail, return receipt requested, at the address provided to the Superintendent's office. Written acceptance of the position must be received in the Superintendent's office within five (5) working days after receipt of recall notification.

Article 16
Hours and Work Load

1. The employee workday shall be continuous and shall not exceed the maximums set forth below unless otherwise provided in this Agreement.
2. All teachers, librarians, counselors, and nurses may be assigned appropriate starting and dismissal times, provided that their total work day be no longer than seven and one-half (7½) consecutive hours, including a duty free lunch period.
3. Instructional year of employees employed on a nine-month basis will not exceed one hundred eighty (180) full instructional days. Contract year of employees employed on a nine-month basis will not be less than 180 and will not exceed one hundred eighty three (183) full days pending budget with compensation at their daily rate
4. Certified employees understand the need for faculty or other professional meetings. Site supervisors, shall publish tentative meetings and schedules at the beginning of each month. Staff meetings will not extend beyond the duty day without compensation. Agendas shall be prepared and adhered to as much as possible. Extreme emergencies may adjust times allotted.
5. All teachers will be provided preparation time during the work day for professional responsibilities.
 - Secondary teachers in the block schedule will be provided preparation time every other day equal to the length of time of a block period, or the equivalent thereof.
 - All K-6 elementary teachers will be provided preparation time at least four days a week when students are with content area staff (i.e. physical education, music, and art).
 - Alternative educational settings, (IAES, AES, BEST, IHS, Family School, and Pre-school) teachers will be provided with a reasonable amount of prep time.
- 5.1. All elementary certified staff will have forty (40) minutes of professional preparation time before or after school daily. All secondary certified staff will have thirty (30) minutes of professional preparation before or after school daily. Forty/Thirty (40/30) minutes before/after school will be designated as follows: Up to three days a week may be designated as collaborative work sessions. A minimum of two days a week will be for teacher preparation time.

- Collaboration work sessions will not be held the week grades are due or during the weeks of Parent Teacher Conferences.
 - . Grades are due two workdays after the end of the grading period.
6. Certified employee are required to participate in no more than four (4) extracurricular activities; two (2) per semester (e.g., back to school activities, department activities, graduation, district required workshops/trainings, and parent involvement nights) may be required throughout the school year. Certified employees employed at Family School may be required to participate in two (2) extracurricular activities throughout the year. Circumstances may occur where the employee cannot meet this requirement; in these cases the employee will need to make prior arrangements with their site supervisor. Failure to complete this obligation could result in disciplinary action.

Article 17
Leave

General Provisions

1. The immediate family of an employee is the spouse/domestic partner, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, mother-in-law, and father-in-law and others who reside in the same household with the employee or a person for whom the employee is legally responsible.
2. Absence from the job will be approved only in accordance with the provisions contained in Article 16.
3. Inappropriate and/or excessive use of leave shall be cause for disciplinary action.
4. Time spent by an employee on paid leave shall be counted for seniority purposes. An extended leave or any unpaid status shall not be counted for seniority purposes. An extended leave or any unpaid leave shall not represent a break in service.
5. Leave may be taken in full or half-day increments for certified employees. Leave may be taken in hourly increments for transportation employees.
6. Upon return from authorized leave, an employee shall be assigned to the same position and work site that the employee occupied and to which the employee was assigned immediately prior to the commencement of leave provided the position is still in existence or to an equivalent position.
7. An employee on extended unpaid authorized leave shall submit a written statement to the District indicating the employee's expected date of return no later than thirty (30) days prior to the intended date of return. The employee's request shall be granted provided the request is made in a timely manner.
8. During a bargaining unit member's absence, the District shall make all necessary arrangements for the assignment of a substitute.
9. While on paid leave, the employee shall continue to be eligible for all employee benefits.
10. An employee on leave of absence shall be subject to discharge or termination as a result of a reduction in force in the same manner as any employee on active status. An employee who is rehired within six (6) months after a break in employment shall be credited with any sick leave previously accumulated, if records are available to substantiate the claim.
11. Employees will be unable to use sick/personal leave for the following dates/circumstances:

- Professional Development
- First Day of School
- Last Day of School

In emergency situations, the Superintendent may grant use of leave to individual employees through the employee's immediate supervisor; all other absences on these dates will be considered grounds for disciplinary action.

12. Unless otherwise set forth in this agreement, all applications for extended leaves of absence shall be submitted to the Director of Human Resources no later than twenty (20) days prior to the requested commencement of the leave. Emergencies will be handled on an individual basis.

Types of Leave

Bereavement Leave

Employees will be provided leave with pay for three (3) workdays following the death of someone in the immediate family. Two (2) additional days will be provided for the death of an employee's parent/legal guardian, mother-in-law, father-in-law, daughter -in-law, son-in-law, spouse/domestic partner or child. In extenuating circumstances, additional days may be granted by the immediate supervisor to be charged against the certified employee's accrued sick leave.

Education Leave

1. Employees wishing to return to school for professional growth may apply for educational leave. Only employees with five (5) years' experience with the District will be considered for such leave except for employees accepted into the Teacher Enhancement Program, the Resident Teacher Program, or the Cooperative Educational Leadership Internship Program. If approved, leave without pay will be granted for a period of up to one (1) year. The written request must state the school the employee plans to attend and the course of study he/she plans to pursue.
2. Upon approval by the Board, employees may be granted extended leave of absence to participate in teacher exchange programs or to accept a scholarship that might require leave.
3. All requests for such leave shall be presented to the Superintendent on or before May 1, of the school year preceding the leave. Any contracts, agreements, or other information regarding the teacher exchange program must also be submitted to the Superintendent by the May 1 deadline. The deadline may be waived at the discretion of the Superintendent.

Funeral Leave

Employees may be excused to attend funeral services of friends and relatives. The leave will be charged to the employee's leave. In the event of the death of a Belen Public School employee or student, the principal or supervisor may grant leave to attend the funeral.

Leave

1. The intent of this leave provision is to alleviate the burdens of illness, emergencies, and other personal necessities employees may encounter during their tenure with the District. It is not intended to shorten one's contract year, or to use on a regular basis.
2. Employees will notify the principal of the anticipated leave 24 hours in advance. The Principal or his designee will arrange for obtaining a substitute.

3. In the event, non-anticipated leave occurs employee will report into electronic substitute system and notify immediate supervisor.
4. Emergencies will be handled on an individual basis.
5. Each employee shall be credited with (10) days of leave per year. Eleven-month employees will receive one (1) additional leave day. Twelve-month employees will receive two (2) additional leave days. If the employee begins work after the first day of the school year, leave shall be credited on a monthly pro-rata basis.
6. There shall be no limit placed on the accumulation of leave.
7. If the terminating employee has used more leave than has been earned, the adjustment shall be deducted from the final paycheck.
8. To accommodate employees who need additional sick leave, the employee must satisfy the conditions of approval of the Voluntary Transfer of Accrued Annual or Sick Leave Committee.
9. An employee who has completed five (5) years of service in the District and upon retirement will be compensated for their unused leave at a rate of 33% of their regular daily rate for up to 150 days.
10. If an employee has used two or less days of leave at the end of a contract year, not to include professional or activity leave, and returns the following year that employee would receive a onetime incentive pay of \$100.00 in the month of December.

Legal Leave

1. Leave will be granted to an employee for appearance in court as a witness provided the employee is not voluntarily testifying in an action against the District, to serve on jury, or to respond to an official order from another governmental jurisdiction.
2. Leave granted under this subsection shall not be deducted from an employee's accumulated sick or personal leave.
3. Leave will be granted to an employee to appear in court to assert or protect one's own interest. For this particular leave, a deduction from gross pay shall be made at the employee's rate of pay for each day taken. Accumulated leave days may be taken if available.
4. Application for such leave shall be made to the Director of Human Resources through the immediate supervisor.

Military Leave

As provided by law, employees who are members of an organized unit of the National Guard, or reserve unit of any of the U.S. military branches, shall be given military leave. Employees will be granted up to three (3) days of Deployment Leave per school year to be with their spouse or child before they are deployed to a combat zone or are returning from a combat zone.

**Article 18
Committees**

1. Enforcement of Contract

The enforcement of terms and conditions of the Collective Bargaining Agreement will be addressed by the Employee-Administration Liaison Committee. The Employee-Administration Liaison Committee shall consist of the Association's designated committee and the Superintendent, Human Resources Director, Director of Instruction / Curriculum, and

other designated administrative officials. Meetings will be held on a monthly basis. When necessary, additional meetings may be called by either side within a 72-hour notice.

2. Educational Impact

Given the fact that Educational Impact of Professional and Instructional decisions are a subject of Bargaining, the parties agree that the impact of decisions made by the employers will be negotiated on an ongoing basis. When a district level committee is created, the NEA-Belen will appoint an official representative from the negotiation team, if they so choose. Should either side desire to bargain one or more issues dealing with the impact of professional and instructional decisions, the collective bargaining teams will meet within five (5) working days after notification.

**Article 19
Miscellaneous**

Facilities

Each building shall have a telephone available for use by the employees. The employee shall not incur any cost for the use of the telephone except for long distance calls. The telephone is to be used for business and emergencies only.

Health and Safety

1. The District will provide healthy and safe working conditions for all employees.
2. The District will comply with all health and safety laws and all rules and regulations promulgated by governmental agencies assigned the responsibility to enforce health and safety laws.
3. An employee has the responsibility of notifying his immediate supervisor in writing of any hazardous or potentially hazardous condition. If the verifiable condition is not remedied the employee should seek relief at the next highest level or through the grievance procedure set forth in this agreement, whichever is appropriate. An employee shall not suffer retaliation, retribution, or discrimination of any kind as a result of the notification.

Technical Environment

Upon request, a certified employee may check out, laptop computers, tablets, and other available equipment during holidays and summer vacations, provided the use of such equipment will in no way hamper the educational process for the system. It is understood that the employee assumes financial responsibility for the equipment.

Work Environment

1. The District shall not discriminate against a bargaining unit member on the basis of the bargaining unit member's age, gender, sexual orientation, race, national origin, religion, creed, physical or mental ability, or union membership.
2. The District will make reasonable efforts to control visitor access to school buildings and protect the educational work environment. Visitors will be required to check in and out at the designated entries.
3. The District and NEA-Belen agree that any form of harassment by anyone shall not be tolerated. An employee may raise an issue of harassment, pursuant to law without fear of reprisal. Allegations of harassment shall be promptly investigated. False allegations of harassment will also be considered grounds for discipline.

4. New Mexico School Code 30-20-13 Interference with Members of Staff will also apply.

Use of Vehicles

An employee is encouraged to use the vehicles in the District auto pool for District business use only. An employee will not be required to use their personal vehicle during the employee's work day. If the employee does use his personal vehicle for business, he/she will be compensated at the rate established by the District in conjunction with the State Department of Education Finance Department. The employee must maintain good records. Fraud will subject the employee to disciplinary action, which may include termination. Employees requesting the use of a District vehicle will be subject to the School District's random drug testing policy.

**Article 20
Dress Code**

1. Bargaining unit members shall serve as a positive role model for students and set good examples. It is our intent that work attire should complement our work environment.
2. Bargaining unit members will dress above the standards outlined for students. A business casual form of dress is expected on a day-to-day basis, unless restricted by job duties.

General guidelines: Clothing should be clean and neat. Clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear is not appropriate. Torn, dirty, or frayed clothing is unacceptable. Any clothing that is offensive is unacceptable. Athletic wear, may only be worn by Physical Education teachers/coaches.

Suggestions:

Men: Slacks, khaki, corduroy, cotton, or denim type pants, collared shirts, turtle necks, sweaters, t-shirts representing Belen Schools are acceptable.

Women: Slacks, khaki, corduroy, cotton, or denim type pants, capris, skirts that are of modest length, casual blouses, dress shirts, sweaters, collared shirts and turtlenecks, t-shirts representing Belen Schools are acceptable. Leggings/yoga pants may be worn with a dress or tunic that extends to at least mid-thigh length.

Tattoos and Piercings: Tattoos of violent, offensive, vulgar, gang, drugs or alcohol and/or sexual in nature shall be covered. Overtly, distracting or unsafe piercings should be removed or covered, for example: snake bites, gauges, chains, safety pins, bull rings.

**Article 21
Salaries and Other Forms of Remuneration**

1. One year's experience will be allowed for each year (91 days or more of service or 700 hours or more for a nine-month position) of approved, verified experience in public or private schools accredited by a recognized authority or twelve (12) credit hours teaching per week at the university level. Certified employees working at a 0.5 or more full-time

equivalency (FTE) for an entire school year in the Belen Consolidated Schools shall qualify for a year of experience on the salary schedule. This provision shall not be applicable for out-of-district experience. The Human Resources Department must receive verification of experience on a verification form provided by the Department by October 1st of the current contract year or within ninety (90) days of employment in order to grant credit for experience in the current contract year. Experience received after this date will be granted in the next fiscal year.

2. Additional credit hours qualifying for salary purposes must be earned subsequent to the date on which the certified employee earned an initial BA/BS degree or earned subsequent to the MA/MS degree. The Human Resources Department must receive an official transcript by October 1st of the current contract year in order to grant credit in the current contract year. Official transcripts received after this date will result in credit being granted in the next fiscal year. Responsibility for verification or prior experience rests solely with the certified employee.

1.1 BA + 15: Completion of fifteen (15) semester hours of course work from an accredited university, college, or post-secondary institution, after date bachelor's degree was awarded.

1.2 MA/BA + 45: Awarding of the master's degree or completion of forty-five (45) semester hours of course work from an accredited university, college, or post-secondary institution after date bachelor's degree was awarded.

1.3 MA + 15 t: Completion of fifteen (15) semester hours of course work from an accredited university, college, or post-secondary institution after date master's degree was awarded.

1.4 EDS/MA + 45: Completion of an educational specialist degree or completion of forty-five (45) hours of course work from an accredited university, college, or post-secondary institution after date master's degree was awarded.

1.5 Ph.D. increment: Awarding of the doctorate degree from an accredited university, college, or post-secondary institution after date master's degree was awarded.

1.6 National Board Certification for Teachers will be recognized the school year following certification. National Board Certified Teachers automatically move to the level III salary schedule. An additional amount paid will be included in the District Increment Schedule

2. Part-time employees are those certified employees whose work is based on full contract year but less than a full duty day.

3. All employees will be paid according to the contract in twenty-six (26) installments or in the event the payday falls on a holiday, the payday will be the day before the holiday.

4. Per Diem

4.1 Per Diem will be paid only when personnel travel occasionally and irregularly out of district beyond the normal workday at the rate established by State and Local policy.

4.2 For travel of 24-hours or more requiring overnight lodging, employees will be reimbursed at the rate established by State and Local policy.

4.3 No employee will receive both per diem and reimbursement for cost on any out of District travel.

5. The District will pay increments for extra-curricular activities.
6. Salaries will be negotiated on a yearly basis.
7. There may be situations where the District is working with summer programs where pay, benefits, and employment process' (i.e. seniority, licensure, availability) may be different from the regular 180 day contract.
8. Annual Teacher Salary Schedules will be posted on the BCS Human Resources Department website within 5 working days of BCS Board Approval.

Salary

1. The parties agree to the following settlement for salary increases for certified employees in the bargaining unit. Any additional salary increases for certified employees are subject to additional negotiations between the parties in accordance with the re-opener provisions of this Agreement.
2. All future salary increases including movement on the salary schedule are subject to negotiations, availability of funds, and ratification by the parties.
3. Additional Compensation:
 - a. Direct Instruction with Students @ \$30.00/hour
 - b. Facilitating Computerized Instructional programs, i.e, Edgenuity, etc @ \$28.00/hour
 - c. Non-Instructional/Professional Development @\$25.00/hour

Article 22 Re-openers/Successor Agreement

1. The parties acknowledge that past negotiations have involved separate negotiations for each NEA bargaining unit in order to address the particular needs of the employees in the bargaining units. In order to make negotiations more efficient, both NEA bargaining units (certified in one unit and transportation employees in one bargaining unit) shall be combined for negotiations purposes only.
2. NEA-Belen will have one bargaining unit team that represents both bargaining units. This approach will be utilized whether the negotiations are for the purpose of "re-opener" or a "successor agreement".
3. It is understood that it is the exclusive prerogative of the respective parties to select who shall be members of their own respective negotiating team.

Article 23 Agreement Duration

1. This Agreement shall become effective upon the ratification and signature of the parties and shall remain in full force and effect until a new contract is ratified.
2. This Agreement may be altered by mutual written consent of the District and the NEA-Belen. Such alterations will replace or add to this agreement and be in full force and effect only upon approval in writing of both parties.
3. Every three years the entire contract will be open for negotiations beginning 2021.

4. The contract will be reopened annually for negotiations on salary, Article 21, and two (2) other items identified by each party. The party requesting to reopen negotiations shall serve written request upon the other party no earlier than April 1, and no later than May 1.

Article 24
Negotiating Procedures

1. Negotiations shall be conducted in closed sessions.
2. Negotiations ground rules may be negotiated by the parties.
3. During negotiations, the parties shall meet at mutually acceptable times and locations.
4. All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the Agreement. Unless otherwise agreed to in writing by the parties, tentative agreements shall not become effective until the entire negotiations package is ratified by both parties.

Article 25
Complete Agreement

This Agreement is the complete and only agreement between the parties and replaces all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not, except by written mutual agreement of the parties or as otherwise provided herein.

**NEGOTIATED AGREEMENT
FOR
TRANSPORTATION EMPLOYEES**

**NEGOTIATED AGREEMENT
FOR
TRANSPORTATION EMPLOYEES**

**Article T1
Responsible Board – NEA – Belen Relationship**

1. The District and the NEA-Belen recognize that it is in the best interest of both parties, the employees and public, that all relationships between them be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the District and the NEA-Belen and their respective representatives at all levels will apply the terms of this Agreement fairly and in accord with its intent and meaning consistent with the NEA-Belen's status as exclusive representative of all employees in the unit.
2. Each party shall bring to the attention of the employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

**Article T2
Governing Laws and Policies**

1. This Agreement shall be negotiated in accordance with all applicable Federal and State laws. If any provision of this Agreement that involves wages, hours, and other terms and conditions of employment shall be found contrary to law, said provision(s) shall be null and void for the term of this Agreement. All other provisions of this Agreement shall remain in full force and effect. Either party may request to negotiate a replacement provision for the provision(s) found contrary to law, by notifying the other party in writing.
2. The District recognizes and respects the NEA-Belen rights to represent all members of this bargaining unit and to negotiate with the Belen Board of Education, through its designated representatives, regarding wages, hours, and other terms and conditions of employment.
3. The NEA-Belen recognizes that the Belen Board of Education retains certain powers, discretion, and duties which it may not delegate, limit, or abrogate by agreement with any party under the Constitution and Laws of the State of New Mexico.

**Article T3
NEA-Belen Rights**

The following rights and privileges shall be granted exclusively to the NEA-Belen as exclusive representative for all employees in the bargaining unit. These rights shall not be granted to any other labor organization.

1. NEA-Belen membership dues for all employees who authorize the deductions. Request for membership dues deductions shall be honored by the District provided that the deduction request is submitted to the District's payroll office in a form authorized by NEA-Belen. The dues deductions shall be made from the employee paychecks for each pay period unless otherwise agreed to by the parties. Authorizations for deductions must be submitted at least two (2) weeks prior to the date on which the deduction will be made. The dues deductions shall be transmitted

to NEA-Belen on each pay date that the dues deductions were made. Employee dues deductions shall be continuous and may be terminated at any time provided the employee submits a written notice to NEA-Belen President(s). The President/Co-President shall then contact NEA-NM and the payroll office on a District/NEA-Belen approved form at least ten (10) days prior to the effective date of termination of deductions. Dues deductions shall be discontinued once the payroll office has processed the request. In no case will the District/NEA-Belen discontinue a membership without written authorization from the President/Co-Presidents of NEA-Belen.

1.1. The NEA-Belen can use the inter-school mail service, e-mail, school mail boxes, school PA systems, and bulletin boards in areas frequented by bargaining unit employees subject to the following:

- a) All materials must contain the date of the posting and the identification of the NEA-Belen and must be signed by an NEA-Belen Officer. All e-mail must contain the identification of the NEA-Belen in the reference line by an NEA-Belen officer.
- b) A copy of all postings and distribution shall be provided to the building supervisors and the Superintendent and/or his/her designee at the time of the posting. Every document must contain a disclaimer that the information contained therein is the views of the NEA and not necessarily the views of the District.
- c) The distribution of materials shall be made by a member of the NEA-Belen assigned to that building. In the event the NEA-Belen does not have a representative in a particular building, the NEA-Belen President may authorize in writing, an individual to make the distribution. The letter of authorization shall be presented to the principal or immediate supervisor prior to distribution.
- d) Use of the PA system shall be limited to before and after the duty day and/or during regularly scheduled announcements.
- e) No materials shall be distributed to an employee who has registered with the NEA-Belen and site supervisor an objection to receiving NEA-Belen materials.
- f) It is not permissible for employee organizations to use the above communication systems for material which is:
 - 1) related to the endorsement of political candidates
 - 2) related to personnel matters
 - 3) related to petitions of any kind.
 - 4) a solicitation
- g) Material will be relevant and presented in a professional manner and shall not be derogatory or inflammatory. E-mail use shall not occur during the duty/work day.

1.2. The NEA-Belen shall be provided the opportunity to speak at any new employee orientation meeting or general meeting of employees, provided that prior notification on material or topic is given to the supervisor. The topic or materials must be appropriate to the purpose of the meeting.

1.3. The NEA-Belen may be granted twelve (12) paid leave days per year during which NEA-Belen members may conduct NEA-Belen business. To include: NEA Committee representation, site visits, site disciplinary concerns/issues, grievances, NEA trainings, and legislative action. No more than one member will be granted leave from a worksite at any one time, unless agreed upon by the site supervisor. The request must be made in

writing to the building principal three (3) days prior to the leave or at least twenty-four (24) hours in an emergency. All leave shall be documented per district procedures.

1.4. The NEA-Belen President or designees shall be granted nine (9) paid leave days per year to conduct NEA-Belen business assigned to the President.

1.5. The NEA-Belen shall be allowed to schedule and conduct meetings at District work sites provided the meetings do not interfere with the instructional or work schedule or conflict with events previously scheduled by the District. There shall be three (3) workdays advance notice. The notice shall include the time of day and where the meeting will be held. The NEA-Belen shall not be charged a fee for the facilities or overhead costs. Materials used and other expendables will be supplied by the NEA-Belen.

1.6. The NEA-Belen shall be provided with the following budget information at the time it is prepared for internal use, after submission to the District Board of Education;

1.6.1. A copy of the tentative operational budget including all worksheets and salary schedules submitted to the State Department of Education;

1.6.2. A copy of the final operational budget including all worksheets and salary schedules submitted to the State Department of Education;

1.6.3. A copy of the operational budget report on a quarterly basis;

1.6.4. A copy of all state student membership and unit report;

1.6.5. A copy of the December 1, adjustment count for Special Education;

1.6.6. A copy of the projected student membership (ADM) for the following school year.

1.8. The NEA-Belen association representatives are recognized as NEA-Belen leaders. This recognition carries with it the right of the representatives to carry out their NEA-Belen responsibilities provided such responsibilities do not interfere with the duty-day or the instruction of students. A list of said representatives will be provided to Human Resources. The list will be updated as necessary.

1.8.1. The representatives shall have the right to bring to the attention of the work site supervisor all matters pertaining to the organizational rights of the NEA-Belen and other concerns of the employees in the bargaining unit.

1.9. The NEA-Belen officials and/or 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 or with the instruction of students. All visitors will check in with the site supervisor or office.

1.10. The NEA-Belen or its designees shall be provided the following information by the District:

1.10.1. All written District policies and procedures at the time of adoption and amendments to the policies that pertain to employee terms and conditions of employment;

1.10.2. An advance copy of the District Board of Education agenda and a copy of non-confidential attachments to the agenda at the time of the Board of Education meeting; and

1.10.3. The NEA-Belen will be provided with copies of minutes of official Board meetings.

Article T4
Employee Rights and Privileges

1. Employees shall be entitled to all rights guaranteed under the Federal and State constitutions, laws, and regulations.
2. Non-probationary employees shall only be disciplined, reprimanded, discharged, terminated or reduced in rank for just cause and shall be notified of the action in writing and the reasons therefore. Non-probationary employees may challenge the action, other than discharge and termination, through the use of the grievance procedure set forth under Article 8 of this Agreement.
3. An employee may be accompanied and represented by a NEA-Belen representative at any meeting with a supervisor dealing with a disciplinary action. Notifying and informing each party so that an equal amount of representatives, not to exceed two, on each side may be present.
4. After the investigation, upon request of the employee, the District shall provide the employee information, documentation, and data related to any employee misconduct investigation provided the information is not privileged under law and the employee is facing disciplinary action.
5. If an employee is placed on administrative leave, the leave shall be with pay during the duration of the investigation.
6. Employee performance evaluations shall remain confidential. The District's Board of Education shall not discuss or permit public discussion of any employee's performance at a public board meeting. Board members shall not participate in an employee's performance evaluation.
7. Any criticism of an employee by a District administrator concerning the employee's behavior or performance will be made in confidence with the employee and not in the presence of students, parents, members of the public, or other District employees (unless acting as an employee representative).
8. Bargaining unit employees shall be notified of their contract renewal for the ensuing year no later than the second (2nd) Friday in May, unless the employee is under a current PIP, Employee on a PIP will be notified by end of the contract in May

Article T5
Management Rights

Unless limited by the provisions of a collective bargaining agreement or by any other statutory provision, a public employer may:

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. Determine what and by whom services will be rendered;
4. Take actions as may be necessary to carry out the mission of the public employer in emergencies, and;
5. Retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act (10-7E-1 to 10-7E-26 NMSA 1978).

Article T6 Recognition

The Belen Board of Education hereby recognizes the NEA-Belen as the sole and exclusive bargaining agent for employees identified in the bargaining unit below, with respect to wages, hours, and other terms and conditions of employment.

The employees in the bargaining unit and covered by this Agreement include:

All certified employees including teachers, diagnosticians, librarians, counselors, nurses, therapists, interpreters, , and all employees in the Transportation Department to include:

- 1.1. Bus Drivers
- 1.2. Bus Aides
- 1.3. Mechanics
- 1.4. Mechanic Helpers
- 1.5. Clerical Staff

The employees excluded from the bargaining unit and not covered by this Agreement include:

- 1.2. Supervisors
- 1.3. Managers
- 1.4. All other non-certified employees

Article T7 Transportation Employee Evaluation

The purpose of the employee evaluation is to assess performance as well as promote professional growth. The process will identify strengths and weaknesses and shall also provide an opportunity for recognition and encourage outstanding performance. Bargaining Unit employees will be evaluated in accordance with State and District procedures. This article may be subject to change due to the new NM PED teacher evaluation system.

1. Employees shall be formally evaluated in accordance with the provisions of this Article and as set forth in the District's Employee Performance Appraisal System. The purpose of an employee evaluation shall be the improvement of performance. The evaluation of all employees is the responsibility of the immediate supervisor. All evaluations shall be conducted openly with full knowledge of the employee. The employee shall be advised prior to being evaluated of the procedures and instruments to be used in the evaluation.
2. All employee evaluations will be completed and signed in accordance with state and district procedures.
3. All employees will be given a copy of the evaluation and will be given the opportunity to discuss the evaluation before it is submitted to the /Personnel Department. The employee will be afforded the opportunity to place comments on the evaluation. 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.
4. When the employee exhibits "unsatisfactory" performance, the immediate supervisor shall discuss with the employee and put in writing the unsatisfactory performance, the changes necessary to improve, recommendations for assistance to the employee, and the time limitations for necessary changes in performance. Additional evaluations may be scheduled when deemed necessary. This provision shall not be interpreted in

such a manner as to prevent immediate disciplinary action as determined by the District or from discharging an employee in accordance with the law.

5. Anonymous complaints involving an employee may be investigated by an administrator and will not be used in the employee's evaluation unless the complaint is found to be substantiated. Relevant information of the complaint will be shared with the employee. The employee will be given an opportunity to respond to and rebut such complaint.

Article T8 Employee Investigations

1. The District shall reserve the right to investigate allegations of employee misconduct.
2. Employees may be terminated or discharged in accordance with law.
3. When a bargaining unit employee is called to a meeting that may result in employee discipline, the employee will be informed of the nature of the meeting and be advised that he/she may bring a NEA representative of their choosing to the meeting, request for accompaniment shall not unduly delay the meeting for more than one work day.
4. A bargaining unit member may request to be accompanied by a NEA representative of the bargaining unit member's choice to act as an observer/advisor to the bargaining unit member at any disciplinary or investigatory meeting with an administrator. Request for accompaniment shall not unduly delay the meeting for more than one (1) workday.
5. If an employee feels any meeting is becoming disciplinary in nature, the employee may advise the supervisor that he/she would like to be represented by a NEA representative.
6. A bargaining unit member may be placed on administrative leave of absence with pay and benefits during an investigation of misconduct.
7. During the investigation of misconduct or if the investigation results in a finding of unfounded/unsubstantiated allegations, no documentation related to the matter under investigation will be placed in the employees personnel file.
8. Anonymous complaints shall not be used against the bargaining unit employee by the district as the sole basis for disciplinary action.
9. Upon completion of the investigation, but prior to the final filing of charges against the bargaining unit employee, the bargaining unit employee will be provided the opportunity to respond to the charges.
10. At such time the District determines the reasons for placing an employee on administrative leave are no longer necessary and discharge or demotion is not recommended, the employee shall be returned to the position held prior to being placed on administrative leave. If after conferring with the employee, the District and the employee agree that he/she should be placed in an equivalent position within the district, the employee will be placed in the position if available. Upon return to work following an investigation, a meeting between the employee and the immediate supervisor or appropriate administrator will be scheduled in an attempt to create a positive transition.

Article T9 Progressive Discipline

The purpose of Progressive Discipline is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise. The principles of progressive discipline shall be applied to any disciplinary action when the District determines progressive discipline

is appropriate. The principles of progressive discipline shall not prohibit the District from taking an immediate or more severe action if warranted by illegal actions, significant breach of ethics, severe safety violations or Board Policy and Procedures. The procedures set forth below shall be used whenever the District observes a bargaining unit member's behavior/work performance and/or misconduct based on just cause. The procedures shall be used for all allegations of unsatisfactory work performance and/or misconduct based on just cause. All disciplinary actions shall take place within a timely manner. The employee has the right to respond, in writing, at each step without fear of retaliation. When a bargaining unit employee is called to a meeting that may result in employee discipline, the employee will be informed of the nature of the meeting and be advised that he/she may bring a NEA representative of their choosing to the meeting, request for accompaniment shall not unduly delay the meeting for more than one work day.

The following are the steps in initiating corrective actions:

1. Written Memo of Concern

A written warning will not be issued unless a verbal warning has been issued. The written warning will contain directions for specific actions for improvement and possible consequences if said behavior is repeated. A time frame and support will be included in this memo and the memo will be placed in the employee's site personnel file.

2. Written Reprimand

A written reprimand will not be used unless the bargaining unit employee has received a written warning. A professional improvement plan (PIP) shall be implemented that will clearly define the acceptable behavior and a time line for which to achieve it. Failure to follow the guidelines and timelines of the PIP may result in further administrative action. This documentation will be placed in the employee's personnel file in Human Resources.

3. Additional Disciplinary Action

After steps 1-2 have been followed the Human Resource department may, under the provisions of just cause, investigate to determine further action which may include administrative leave, reassignment, discharge, and/or termination. (NM Statute 22-10A-21-30)

**Article T10
Problem Resolution**

Parties must meet, discuss, and attempt to resolve the issue/dispute in a collegial, non-threatening manner. This may be accomplished by either: (1) employee and administrator meeting informally; or, (2) employee, administrator, and a representative meeting informally.

1. If there is no resolution after the employee/administrator's informal meeting, then the employee may choose to have a second meeting which will include an Association representative and the administrator. This meeting must take place before a formal grievance is written. Further, the administrator will be notified that this is the second meeting in the informal problem resolution process. He/she will also be informed that failure to reach resolution after this meeting may result in a formal grievance.

2. Employees shall be represented by the Association throughout the informal problem resolution if the employee chooses to have representation.

Article T11 Grievance Procedure

1. Purpose

1.1. The purpose of this grievance procedure shall be to secure at the lowest possible level equitable resolution to complaints arising with respect to wages, hours of work, or other conditions of employment. Conditions of employment not specifically expressed in this Agreement shall not be the subject of Arbitration. Discharge and termination actions are grievable only pursuant to the School Personnel Act and are not grievable under the procedures set forth in this Article. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

1.2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by NEA-Belen, provided the adjustment is not “inconsistent with the terms of this Agreement.

2. Definitions

2.1. A “*grievance*” shall be defined as a dispute pertaining to a claim which alleges a violation, misinterpretation, or inequitable application of this Agreement, or a claim of discrimination affecting an employee or a group of employees.

2.2. A “*grieved employee*” shall be any employee or group of employees making a claim.

2.3. A “*party in interest*” shall mean the employee or employees making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2.4. “*Designee*” shall mean an administrator or Association representative not from one of the previous levels.

3. Procedure

3.1 The number of days indicated at each level of this Procedure shall be considered maximum, and every effort shall be made to expedite the process.

3.2 If the District fails to comply with its time limit requirements as set forth under any of the procedure levels, the grievance shall be considered appealed to the next level of the Procedure. If the grievant fails to comply with his/her time limits as set forth under any of the procedure levels, the grievance shall be considered null and void.

3.3 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.

3.4 A grievance shall mean an allegation by an employee or group of employees that there has been a violation of any of the provision(s) of this Agreement. Failure to submit a grievance within ten (10) working days following the discovery of the act or condition complained of will constitute a forfeiture of the right to file.

3.5 No reprisal or retaliation shall be taken against either a grievant or a party in interest as a result in participation by the grievant or party in interest in the processing of a grievance.

3.6 A grievant’s request to be accompanied and represented by a NEA-Belen representative at any hearing or meeting conducted under this procedure will be honored, however, the request for representation shall not delay the hearing or meeting more than twenty-four (24) hours. All members of the bargaining unit are entitled to representation by the NEA-Belen.

- 3.7 An employee, acting individually, may present a grievance without the intervention of the NEA-Belen provided the grievance is processed in accordance with this procedure. At any hearing of the grievance brought individually by an employee, the NEA-Belen shall be afforded the opportunity to be present and make its views known, provided the employee wants the NEA-Belen as a representative. Any adjustment shall be consistent with the provisions of the Agreement.
- 3.8 If the employee elects not to be represented by the NEA-Belen at Level 1 of the Grievance procedure, the NEA-Belen reserves the right to refuse representation at succeeding levels.
- 3.9 If a grievance affects a group of two (2) or more employees involved in an action or a decision by the District which has a system wide impact, the NEA-Belen may submit the grievance on behalf of the affected employees at any appropriate level of the Procedure.
- 3.10 The parties shall facilitate any investigations which may be necessary in order to expedite the process or provide information which is relevant to the issues addressed in the grievance. An investigation may include the sharing of relevant documents, facts, records, or data.
- 3.11 All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file. The file will be confidential.
- 3.12 All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in the Agreement. The forms shall be obtained from the building representative.
- 3.13 Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-duty time or before or after the workday. If the parties agree to process the grievance during the employee's workday, the employee and his/her representative, if an employee of the District, shall utilize leave without pay.
- 3.14 Except for informal decisions at Level 1, all decisions shall be submitted in writing at each step of the Procedure and the decisions shall be submitted to the grievant and/or the NEA-Belen. If NEA-Belen is not involved they will not receive a report.

4. Level 1

- 4.1. A grievant shall first submit in writing and discuss the grievance with the grievant's immediate supervisor, with the objective of resolving the grievance informally.
- 4.2. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant at Level 3.

5. Level 2

- 5.1. If the grievance is not resolved at Level 1, the grievant may appeal the grievance in writing to the appropriate District Administrator no later than five (5) working days following level 1.
- 5.2. The employee shall simultaneously file the Employee Grievance Petition form to the Association and Human Resources Department.
- 5.3. The District Administrator will issue a written decision within five (5) working days of receipt of the written grievance.

6. Level 3

- 6.1. If the grievant is not satisfied with the Site Supervisor's written disposition, the grievant may appeal the grievance to the Superintendent/Designee no later than five (5) work days following the receipt of the Site Supervisor's written decision.
- 6.2. The employee shall simultaneously file the Employee Grievance Petition form to the Association and Human Resource Department.
- 6.3. No later than Ten (10) work days following the receipt of the grievant's written appeal, the Superintendent shall convene a hearing in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the hearing in order to present evidence on their behalf, provided such documents and/or list of witnesses have been served to the other party at least 72 hours prior to the hearing. Each party shall have the right to cross-examine witnesses brought by the other party.
- 6.4. No later than Seven (7) work days following the conclusion of the hearing, the Superintendent or designee shall submit a written response to the grievant and/or NEA-Belen.

7. Arbitration

If both the grievant and the NEA-Belen are not satisfied with the Superintendent's written disposition, the NEA-Belen may appeal the grievance to Arbitration, in accordance with the procedure hereinafter set forth, provided:

- a. the procedure for the settlement of the grievance, the Grievance Procedure, has been exhausted: and
 - b. The appeal to arbitration is submitted in writing to the Superintendent no later than ten (10) work days from the date of the response by the Superintendent.
- 7.1. The parties will strive to mutually agree upon the arbitrator.
 - 7.2. If the parties fail to mutually agree upon the arbitrator, the parties shall jointly request seven (7) names from the Federal Mediation and Conciliation Service from which the Arbitrator shall be selected. Each party will strike one name followed by the other party striking one name until a single name remains, who shall become the Arbitrator. The party required to strike the first name will be determined by the flip of a coin.
 - 7.3. The arbitrator shall conduct a hearing as soon as is possible following the submission of the written demand for arbitration.
 - 7.4. The arbitrator shall have no power to alter, amend, add, or subtract from the terms of this Agreement.
 - 7.5. Issues related to the arbitrability of a grievance shall be decided by the Arbitrator prior to hearing the merits of the case.
 - 7.6. The Arbitrator shall prepare and submit, in writing, to the District and the NEA-Belen, a determination which will include the decision, rationale, and, if appropriate, relief, within thirty (30) calendar days after the conclusion of the hearing. The determination of the Arbitrator on matters set forth in this Agreement shall be final and binding.
 - 7.7. The cost of services for the Arbitrator shall be shared equally by the District and the NEA-Belen. All other expenses shall be assumed by the party incurring the cost.

By mutual agreement the parties may extend the time limits expressed in this Article.

**Article T12
Privatization**

1. It is recognized by the parties that it is the right and responsibility of the Districts School Board to determine what is in the best interest of the students, what services will be

delivered, and by what method and/or source those services will be provided. Should the District decide to contract out work currently performed by Transportation employees, the District will provide at least forty (40) days prior notice to the NEA-Belen. NEA-Belen will be provided the opportunity to present written alternatives to the School Board. This will not include Athletic and or Activity Trips.

Article T13 Route Bidding

1. Bus drivers and Aides will be allowed to bid for routes in accordance with the provisions of any route bidding language contained in the collective bargaining and applicable District regulations.
2. Transportation employees who are not Bus drivers or Aides shall be assigned their work assignments and locations at the discretion of management.
3. All employees may be reassigned at the discretion of management as per student and/or District need.
 - 3.1 Reassignments shall not be arbitrary or capricious.
4. Subject to the operational necessities of the District, to and from route vacancies shall be posted and filled in such a manner to meet the criteria established herein.
 - 4.1 Route vacancies shall be posted for at least seven (7) days prior the day of the bid.
 - 4.2 The posting shall include the bus number, bus route pick up areas, estimated starting time, time of first pick up, current map of route, and total number of paid hours.
 - 4.3 Vacant routes shall be bid two (2) times a year if vacancies are available. On or before the first Friday prior to the first teaching day in August, and on or before the last working day in December prior to the Winter Break.
 - 4.4 The route shall be bid on basis of seniority, except as noted below, as defined in Article T23 of this agreement, to those in good standing and not currently on a professional improvement plan (PIP). Vacancies created as a result of the filling a posted vacancy shall not be posted in accordance with 4.1 above, but shall be offered on the basis of seniority in the same manner. Drivers and aides whose routes are absorbed or dropped will have first choice of open routes.
 - 4.5 All bids are permanent and cannot be revised once the bidding session has ended. Drivers who elect to change routes during one of the bi-annual bids, will have the route audited within three (3) weeks and compensation will be adjusted accordingly, if needed.
 - 4.6 The NEA-Belen and the District agree to cooperate in identifying and solving problems that may arise from the bidding process.
 - 4.7 All routes are paid hourly. Any route that increases in length by more than one (1) hour during "the first school year" that it was originally bid will have to be re-bid following the bidding process.
 - 4.8 All regular route will be audited during summer break and pay hours will be adjusted, if necessary, prior to the August bid.
 - 4.9 Pre-School and special education routes will be audited no later than the last week in September. Pay hours will be adjusted accordingly.
 - 4.10 Routes open for the December bid will be audited for hours prior to posting. Route vacated during the December bid will be audited and adjusted if necessary.
 - 4.11 A vacancy is defined as a route without a regular contracted driver. A route at the beginning of the school year is not considered vacant as long as there was a regular

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contracted driver at the end of the previous school year. If that driver is terminated or resigns then the route would be considered vacant. Long term substitution or temporary contracts do not qualify as a regular contracted driver.

- 4.12 All specialty routes including but not limited to mid-days, and tutoring shall be re-bid on an annual basis at the beginning of a new school year or when the route becomes available. Specialty routes shall be bid on the basis of seniority in accordance with T-23. Drivers and aides are limited to one (1) extra run per year not to exceed 40 hours per week.
- 4.13 No routes will remain vacant for more than forty five (45) days or until the next bid rotation. All applicants will be interviewed with the most qualified recommended to the Superintendent. Interviews will be done by a committee of no more than five (5) staff members from transportation including the Transportation Administrator. The committee will be chosen at random using the Randomizer program.

Article T13 Reduction in Force

1. The District shall have the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF).
 - a) A reduction in force of bargaining unit employees normally may occur in situations such as:
 - i. A decrease in student enrollment or reduced student demand for or participation in programs or activities.
 - ii. A decrease in revenue because of reduction of state, local, or federal support.
2. If the District anticipated a RIF, which might result in the transfer or layoff of an employee(s), the Superintendent or designee shall notify the NEA-Belen of the anticipated RIF.
3. The NEA-Belen and the Superintendent or designee shall meet to discuss possible alternatives including but not limited to volunteers, attrition, transfers, non-renewal of temporary short term certified employees, and hiring freezes.
4. In the event of a RIF, verifiable experience and required skills as stated on the job description will be used to determine program need placement. The RIF will be based on district wide seniority; defined as the length of continuous District service for the positions for which the employee is qualified within job classification District service for the positions for which the employee is qualified within job classification/title for bargaining unit employees. Also, any employee who performs those duties will be asked to assume those duties within reason. The employee with the least seniority within their job classification/title for bargaining unit employees will be laid off first.
 - a. Any employee who is to be laid off will be so notified in writing at least ten (10) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time scheduled and the reasons for the proposed action.
5. Recall shall be based on the most senior employee who meets the qualification for the vacancy (ies). Should the recalled employee decline the offered position, the employee shall lose his/ her right to recall.
 - a. Recall: For a period of one (1) year after the effective date of the RIF, the Superintendent shall offer a recall if any position becomes available for which such employee is licensed and qualified. The recall shall be offered in reverse

order of layoff or based on program need. Employees desiring recall rights must maintain proper notification/address information with the District.

b. Notification of Recall: Any person selected for recall will receive notification by certified mail, return receipt requested, at the address provided to the Superintendent's office. Written acceptance of the position must be received in the Superintendent's office within five (5) working days after receipt of recall notification.

Article T15 Hours and Work Load

1. All full time transportation employees, other than bus drivers and aides, shall have a duty day consisting of (8) hours of work as provided in their individualized employment contract with the District. Such employees shall be provided a non-paid, duty-free lunch period of not less than thirty (30) minutes. The route to which they have bid or are assigned shall determine the length of the workday for the contracted bus drivers and bus aides.
2. Contracted Bus Drivers shall be entitled to an additional one-half (1/2) hour for required equipment inspections to include but not limited to pre-trip, post trip and student checks.
3. Contracted bus Drivers shall be entitled to an additional fifty four (54) hours per year of "duty" time.
4. Contracted bus duty assistants shall be entitled to duty time of 20 hours per year.
5. "Duty" time includes, but is not limited to: fueling and cleaning the bus, creating and updating seating charts, rosters, and maps, contacting parents, handling student disciplinary issues, coaching and administrative time (maximum of one hour per month can be used by the administration).
6. Contract year of employees employed on a nine-month basis will not be less than 180 and will not exceed one hundred eighty three (183) full days pending budget with the compensation at their daily rate. 7. Transportation employees understand the need for professional meetings. Site supervisors, in consultation with transportation employees, shall publish tentative meetings and schedules at the beginning of each month. Staff meetings will not extend beyond the duty day without compensation. Agendas shall be prepared and adhered to as much as possible. Extreme emergencies may adjust times allotted. Abuse of Bus Driver "duty" time will result in disciplinary action up to and including progressive discipline (see Article T9).
8. All overtime is subject to prior approval.
9. All Drivers and Aides shall meet the minimum PED recurrent training requirements. Failure to comply will result in a non-recommendation and/or termination of employment.

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Article T16 Leave

General Provisions

1. The immediate family of an employee is the spouse/domestic partner, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, mother-in-law, and father-in-law and others who reside in the same household with the employee or a person for whom the employee is legally responsible.

2. Absence from the job will be approved only in accordance with the provisions contained in Article 16.
3. Inappropriate and/or excessive use of leave shall be cause for disciplinary action.
4. Time spent by an employee on paid leave shall be counted for seniority purposes. An extended leave or any unpaid status shall not be counted for seniority purposes. An extended leave or any unpaid leave shall not represent a break in service.
5. Leave may be taken in full or half-day increments for certified employees.
6. Upon return from authorized leave, an employee shall be assigned to the same position and work site that the employee occupied and to which the employee was assigned immediately prior to the commencement of leave provided the position is still in existence or to an equivalent position.
7. An employee on extended unpaid authorized leave shall submit a written statement to the District indicating the employee's expected date of return no later than thirty (30) days prior to the intended date of return. The employee's request shall be granted provided the request is made in a timely manner.
8. During a bargaining unit member's absence, the District shall make all necessary arrangements for the assignment of a substitute.
9. While on paid leave, the employee shall continue to be eligible for all employee benefits.
An employee on leave of absence shall be subject to discharge or termination as a result of a reduction in force in the same manner as any employee on active status.
10. An employee who is rehired within six (6) months after a break in employment shall be credited with any sick leave previously accumulated, if records are available to substantiate the claim.
11. Employees will be unable to use leave for the following dates/circumstances:
 - Professional Development
 - First Day of School
 - Last Day of School
 In emergency situations, the Superintendent may grant use of leave to individual employees through the employee's immediate supervisor; all other absences on these dates will be considered grounds for disciplinary action.
12. Unless otherwise set forth in this agreement, all applications for extended leaves of absence shall be submitted to the Director of Human Resources no later than twenty (20) days prior to the requested commencement of the leave. Emergencies will be handled on an individual basis.

Types of Leave

Bereavement Leave

Employees will be provided leave with pay for three (3) workdays following the death of someone in the immediate family. Two (2) additional days will be provided for the death of an employee's parent/legal guardian, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse/domestic partner or child. In extenuating circumstances, additional days may be granted by the immediate supervisor to be charged against the certified employee's accrued sick leave.

Education Leave

1. Employees wishing to return to school for professional growth may apply for educational leave. Only employees with five (5) years' experience with the District will be considered for such leave except for employees accepted into the Teacher Enhancement Program, the Resident Teacher Program, or the Cooperative Educational Leadership Internship Program. If approved, leave without pay will be granted for a period of up to one (1) year. The written request must state the school the employee plans to attend and the course of study he/she plans to pursue.
2. Upon approval by the Board, employees may be granted extended leave of absence to participate in teacher exchange programs or to accept a scholarship that might require leave.
3. All requests for such leave shall be presented to the Superintendent on or before May 1, of the school year preceding the leave. Any contracts, agreements, or other information regarding the teacher exchange program must also be submitted to the Superintendent by the May 1 deadline. The deadline may be waived at the discretion of the Superintendent.

Funeral Leave

Employees may be excused to attend funeral services of friends and relatives. The leave will be charged to the employee's leave. In the event of the death of a Belen Public School employee or student, the principal or supervisor may grant leave to attend the funeral.

Leave

1. The intent of this leave provision is to alleviate the burdens of illness, emergencies, and other personal necessities employees may encounter during their tenure with the District. It is not intended to shorten one's contract year, or to use on a regular basis.
2. Employees will notify the principal of the anticipated leave 24 hours in advance. The Principal or his designee will arrange for obtaining a substitute.
3. In the event, non-anticipated leave occurs employee will report into electronic substitute system and notify immediate supervisor.
4. Emergencies will be handled on an individual basis.
5. Each employee shall be credited with ten (10) days of leave per year. Eleven-month employees will receive one (1) additional leave day. Twelve-month employees will receive two (2) additional leave days. If the employee begins work after the first day of the school year, leave shall be credited on a monthly pro-rata basis.
6. There shall be no limit placed on the accumulation of leave.
7. If the terminating employee has used more leave than has been earned, the adjustment shall be deducted from the final paycheck.
8. To accommodate employees who need additional sick leave, the employee must satisfy the conditions of approval of the Voluntary Transfer of Accrued Annual or Leave Bank.
9. An employee who has completed five (5) years of service in the District and upon retirement will be compensated for their unused leave at a rate of 33% of their regular daily rate for up to 150 days.
10. If an employee has used two or less days of leave at the end of a contract year, not to include professional or activity leave, and returns the following year that employee would receive a onetime incentive pay of \$100.00 in the month of December.

Legal Leave

1. Leave will be granted to an employee for appearance in court as a witness provided the employee is not voluntarily testifying in an action against the District, to serve on jury, or to respond to an official order from another governmental jurisdiction.
2. Leave granted under this subsection shall not be deducted from an employee's accumulated sick or personal leave.
3. Leave will be granted to an employee to appear in court to assert or protect one's own interest. For this particular leave, a deduction from gross pay shall be made at the employee's rate of pay for each day taken. Accumulated leave days may be taken if available.
4. Application for such leave shall be made to the Director of Human Resources through the immediate supervisor.

Military Leave

As provided by law, employees who are members of an organized unit of the National Guard, or reserve unit of any of the U.S. military branches, shall be given military leave. Employees will be granted up to three (3) days of Deployment Leave per school year to be with their spouse or child before they are deployed to a combat zone or are returning from a combat zone.

Article T17 Committees

1. Enforcement of Contract

The enforcement of terms and conditions of the Collective Bargaining Agreement will be addressed by the Employee-Administration Liaison Committee. The Employee-Administration Liaison Committee shall consist of the Association's designated committee and the Superintendent, Human Resources Director, Director of Instruction / Curriculum, and other designated administrative officials. Meetings will be held on a monthly basis. When necessary, additional meetings may be called by either side within a 72-hour notice.

2. Educational Impact

Given the fact that Educational Impact of Professional and Instructional decisions are a subject of Bargaining, the parties agree that the impact of decisions made by the employers will be negotiated on an ongoing basis. When a district level committee is created, the NEA-Belen will appoint an official representative from the negotiation team, if they so choose. Should either side desire to bargain one or more issues dealing with the impact of professional and instructional decisions, the collective bargaining teams will meet within five (5) working days after notification.

Article T18 Miscellaneous

Facilities

Each building shall have a telephone and computer available for use by the employees. The employee shall not incur any cost for the use of the telephone except for long distance calls. The telephone is to be used for business and emergencies only.

Health and Safety

1. The District will provide healthy and safe working conditions for all employees.

2. The District will comply with all health and safety laws and all rules and regulations promulgated by governmental agencies assigned the responsibility to enforce health and safety laws.
3. An employee has the responsibility of notifying his immediate supervisor in writing of any hazardous or potentially hazardous condition. If the verifiable condition is not remedied the employee should seek relief at the next highest level or through the grievance procedure set forth in this agreement, whichever is appropriate. An employee shall not suffer retaliation, retribution, or discrimination of any kind as a result of the notification.
4. The District and NEA-Belen agree that the safety of our students and employees is a priority, therefore, any student that has had disciplinary issues at school which involve a suspension and/or the student involved in a fight, the Transportation Administrator will be advised of the situation and transportation of the student home will be determined by the Transportation Administrator and School Site Administrator.

Work Environment

1. The District shall not discriminate against a bargaining unit member on the basis of the bargaining unit member's age, gender, sexual orientation, race, national origin, religion, creed, physical or mental ability, or union membership.
2. The District will make reasonable efforts to control visitor access to school buildings and protect the educational work environment. Visitors will be required to check in and out at the designated entries.
3. The District and NEA-Belen agree that any form of harassment by anyone shall not be tolerated. An employee may raise an issue of harassment, pursuant to law without fear of reprisal. Allegations of harassment shall be promptly investigated. False allegations of harassment will also be considered grounds for discipline.
4. New Mexico School Code 30-20-13 Interference with Members of Staff will also apply.

Use of Vehicles

An employee is encouraged to use the vehicles in the District auto pool for District business use only. An employee will not be required to use their personal vehicle during the employee's work day. If the employee does use his personal vehicle for business, he/she will be compensated at the rate established by the District in conjunction with the State Department of Education Finance Department. The employee must maintain good records. Fraud will subject the employee to disciplinary action, which may include termination. Employees requesting the use of a District vehicle will be subject to the School District's random drug testing policy.

**Article T19
Bus Housing**

1. Drivers may be allowed or required to take home buses when the District has determined that doing so meets the economical needs of the District. The District will develop regulations governing the take home bus program. Such regulations shall include, but not be limited to, the following.
 - 1.1. The District will determine who shall be allowed to take a bus home.
 - 1.2. The bus must be parked at the employee's residence where it can be seen and in such a manner that it does not impede traffic or the visibility of neighbors who are entering or leaving traffic areas.
 - 1.3. Buses must be secured at all times while parked at the residence.
 - 1.4. The bus compound must be able to reach the driver by phone, which will include an emergency contact phone number.

- 1.5. No personal errands may be run while using the school bus.
- 1.6. No bus may be parked anywhere except at the bus compound, at a school, or at the homeport for the bus unless there is prior written approval from the District.
- 1.7. The District reserves the right to discontinue the area bus housing program at any time or to revoke the privilege of having an area bus housing program at any time for legitimate operational reasons as determined by the District.
- 1.8. The District may add to or amend any and all regulations regarding the buses when deemed necessary by the District.

Article T20
Activity Trips

1. Bidding on activity trips will be held every other week following our pay schedule at 9:30 a.m.
2. Trips shall be posted in a common area accessible by all employees at least one (1) day in advance.
3. Trips will be picked by a rotating seniority list. All participants are required to sign in. Employees that are absent due to District business and wish to participate in the bidding process are required to complete a proxy bid and submit it to a bargaining unit member of their choice. The Bargaining unit member will declare a proxy bid to the administrator conducting the Activity Bid prior to the first selection.
4. In order to expedite this process, employees will be given up to two (2) minutes to make their choice.
5. Employees are to be professional and respectful during this process.
6. For any reason, with the exception of the death of an immediate family member as stated in the bereavement leave in article T-16, or hospitalization of the employee, voluntary cancellations by the employee will result in forfeit of bidding privileges during the current activity bid period and the next activity bid cycle. Habitual cancellations (defined as three (3) cancellations in a semester) will result in a suspension of bidding rights determined by the Transportation Administrator.
7. If a trip is cancelled by the sponsor then the employee who picked that trip will be offered the next trip (if available) or first choice in the next bidding.
8. Trips that are posted after the bidding has closed will be offered to the employee next on the rotating seniority sign in list.
9. In the event that the activity trip is cancelled within 4 hours of the scheduled departure, the driver will be compensated for 1 hour of Activity driving time. The driver will be also placed on the bidding cancellation list.
10. After completion of a trip the Bus Driver shall make certain that the bus is adequately cleaned and ready for additional operation, which includes re-fueling. If the bus is not cleaned then it will result in nonpayment of the cleaning allowance.
11. Activity trip tickets shall be completely filled out and turned in upon completion of trip or the following workday if the office is closed.
12. Activity Bus Drivers are responsible for the bus at all times and are to stay with the bus at the activity/event for which they are driving with the exception of their duty free lunch.
13. Trips are not to be exchanged and/or assigned between drivers.
14. At the discretion of the Transportation Administrator, any Bus Driver who is on a Professional Improvement Plan or is placed on Administrative leave may not be eligible for activity trips for a period of 0-45 calendar days.

Article T21
Dress Code

1. Bargaining unit members shall serve as a positive role model for students and set good examples. It is our intent that work attire should complement our work environment.
2. Bargaining unit members will dress above the standards outlined for students. A business casual form of dress is expected on a day-to-day basis, unless restricted by job duties.

General guidelines: Clothing should be clean and neat. Clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear is not appropriate. Torn, dirty, frayed clothing, sweats, yoga pants, workout clothes are unacceptable. Any clothing that is offensive is unacceptable. Athletic wear, may only be worn by Physical Education teachers.

Suggestions:

Men: Slacks, khaki, corduroy, cotton, or denim type pants, collared shirts, turtle necks, sweaters, t-shirts representing Belen Schools are acceptable.

Women: Slacks, khaki, corduroy, cotton, or denim type pants, capris, skirts that are of modest length, casual blouses, dress shirts, sweaters, collared shirts and turtlenecks, t-shirts representing Belen Schools are acceptable. Leggings may be worn with a dress or tunic that extends to at least mid-thigh length.

Tattoos and Piercings: Tattoos or violent, offensive, vulgar, gang, drugs or alcohol and/or sexual in nature shall be covered. Overtly, distracting or unsafe piercings should be removed or covered, for example: snake bites, gauges, chains, safety pins, and bull rings.

Article T22
Time Clocks

1. Transportation employees, except for bus drivers and bus aides, shall record their arrival at the start of the day, and their departure at the end of the workday by clocking in at their worksite. Mechanics, mechanics helpers, and clerical staff shall be entitled to a daily, non-paid, thirty-minute duty free lunch. Arrangements for longer lunch period may be made by the employee and the employee's immediate supervisor provided the employee completes an eight (8) hour workday. Lunch periods are subject to scheduling by the supervisor.

Article T23
Seniority Defined

1. Seniority shall be defined as length of continuous District service within the bargaining unit. Seniority credit shall commence with the employee's most recent date of hire.
2. Seniority for "route bidding" shall be defined as length of continuous district service within the current job description.

3. Time spent on unpaid leave of absence shall not be counted towards seniority credit. However, the time spent on an unpaid leave of absence shall not represent a break in service.
4. The District shall provide NEA-Belen a seniority list of all employees in the bargaining unit upon request.
5. Time spent on paid leave shall be counted towards seniority credit.
6. In the event that there is a tie in seniority, the employee with the earliest qualified (Class A or B with P & S endorsements) CDL exam pass date will have seniority. In the event that there is another tie, the employees involved will draw numbers from a box in order to determine their seniority ranking. The number "1" shall be considered as "first" and the number "10" shall be considered "tenth".

Article T24
Salaries and Other Forms of Remuneration

1. All employees will be paid according to the contract in twenty-six (26) installments or in the event the payday falls on a holiday, the payday will be the day before the holiday
2. Per Diem
 - 1.1 Per Diem will be paid only when personnel travel occasionally and irregularly out of district beyond the normal workday at the rate established by State and Local policy.
3. For travel of 24-hours or more requiring overnight lodging, employees will be reimbursed at the rate established by State and Local policy.
4. No employee will receive both per diem and reimbursement for cost on any out of District travel.
5. Parts Manager, Mechanics and Mechanic Helpers shall receive \$2,000 additional compensation on the base pay for the first certification related to their position. Each additional certification related to their position shall receive \$1,000 additional compensation on the base pay up to a maximum of three (3) licenses. Certifications shall be on file in the Human Resources Department no later than September 15 in order for the employee to receive compensation for the fiscal year. Failure to meet this deadline shall result in a one year delay for credit on the pay schedule, and the credit shall not be retroactive to the previous year. CDL's are a requirement of the position and are not considered additional certifications.
6. School Bus Driver Instructors/CDL Examiners, certified by the State of New Mexico PED, shall receive \$2000 additional compensation on their base pay when actively utilizing the certification to train or examine School Bus Drivers for the Belen School District. Certification shall be on file in the Human Resources Department in accordance with Article T24 (5).
7. Additional runs outside the employee's contract will be compensated at actually time with a minimum of one (1) hour.
8. The District will pay increments for extracurricular activities.
9. Salaries will be negotiated on a yearly basis.
10. There may be situations where the District is working with summer programs where pay, benefits, employment process' (i.e. seniority, licensure, and availability) may be different from the regular 180 day contract.

Salary

1. The parties agree to the following settlement for salary increases for certified employees in the bargaining unit. Any additional salary increases for certified employees are subject to additional negotiations between the parties in accordance with the re-opener provisions of this Agreement.
2. All future salary increases including movement on the salary schedule are subject to negotiations, availability of funds, and ratification by the parties.
3. Contracted Transportation employees who drive a daily scheduled route will be compensated at \$12.09 per hour while driving the scheduled “to and from” route. Or their regular contracted hourly rate whichever is greater.
4. The State of New Mexico has mandated an average of 2% salary increase for all classified school employees. For the 2018-2019 the District will increase the salaries of current Transportation Employees by 2% across the board.
5. Employees who are selected for random drug testing will be compensated at a rate of \$20.00 if testing is conducted during off-duty hours.
6. All new contracted bus drivers will be compensated 3% per year for a maximum of 5 years for prior and/or in district verified contracted School Bus driving experience. School Bus Driving Instructors (SBDI's) will be paid their contracted pay for all new trainees that require the full PED forty (40) hour training course. All training time will be recorded on a time card and paid at their regular contracted rate. Additional training of new drivers beyond the forty (40) hour PED required training maybe permitted only with prior approval of the Transportation Administrator.

Article T25 Re-openers/Successor Agreement

1. The parties acknowledge that past negotiations have involved separate negotiations for each NEA bargaining unit in order to address the particular needs of the employees in the bargaining units. In order to make negotiations more efficient, both NEA bargaining units (certified in one unit and transportation employees in one bargaining unit) shall be combined for negotiations purposes only.
2. NEA-Belen will have one bargaining unit team that represents both bargaining units. This approach will be utilized whether the negotiations are for the purpose of “re-opener” or a “successor agreement”.
3. It is understood that it is the exclusive prerogative of the respective parties to select who shall be members of their own respective negotiating team.

Article T26 Agreement Duration

1. This Agreement shall become effective upon the ratification and signature of the parties and shall remain in full force and effect until June 30, 2021.
2. This Agreement may be altered by mutual written consent of the District and the NEA-Belen. Such alterations will replace or add to this agreement and be in full force and effect only upon approval in writing of both parties.

3. The contract will be reopened annually for negotiations on salary, Article T25, and two (2) other items identified by each party. The party requesting to reopen negotiations shall serve written request upon the other party no earlier than April 1, and no later than May 1.

Article T27
Negotiating Procedures

1. Negotiations shall be conducted in closed sessions.
2. Negotiations ground rules may be negotiated by the parties.
3. During negotiations, the parties shall meet at mutually acceptable times and locations.
4. All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the Agreement. Unless otherwise agreed to in writing by the parties, tentative agreements shall not become effective until the entire negotiations package is ratified by both parties.

Article T28
Complete Agreement

This Agreement is the complete and only agreement between the parties and replaces all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not, except by written mutual agreement of the parties or as otherwise provided herein.

GRIEVANCE FORMS

Belen Consolidated Schools

Personnel

Article 10 GRIEVANCE REGULATIONS, PROCEDURES, AND FORMS

Employee Grievance Petition Form: Levels 1-3

Belen Consolidated Schools affirms the process of this procedure to secure, at the lowest possible administrative level, solutions to problems which may arise. All grievance shall be processed as provided herein.

Grievance #: _____ Grievance Level: _____ School/Department: _____

Date Filed: _____ Name of Grievant: _____

Assignment: _____ Name of Immediate Supervisor: _____

Physical Address: _____

(Street, Rural Route, Post Office Box) (City) (Zip)

Mailing Address: _____

(Street, Rural Route, Post Office Box) (City) (Zip)

Home Phone: _____ Cell Phone: _____ Business Phone: _____

Date(s) that Grievance was first known to exist: _____

List of witness(es) that may have been present at or involved in the time of grievance: _____

Where did the grievance occur? _____

Statement of Grievance (This is a summary statement of the grievance and is to include specific policy or policy reference(s)).

(Attach additional pages if necessary.)

Belen Consolidated Schools

Personnel

Article 10 GRIEVANCE REGULATIONS, PROCEDURES, AND FORMS

Employee Grievance Petition Form: Levels 1-3

Description of grievance situation: (Include what happened in factual detail and in a chronological sequence.)

(Attach additional pages if necessary.)

Relief Sought: (Describe any corrective action you wish to see taken with regard to the grievance.)

(Attach additional pages if necessary.)

