

**NEGOTIATED AGREEMENT**  
**between the**  
**LOS ALAMOS PUBLIC SCHOOLS**  
**and the**  
**PARAPROFESSIONAL AND SCHOOL-RELATED**  
**PERSONNEL**

**July 1, 2007 – June 30, 2008**

## TABLE OF CONTENTS

ARTICLE I - AGREEMENT .....	1
ARTICLE II - PREAMBLE.....	1
ARTICLE III - RECOGNITION .....	1
ARTICLE IV – AGREEMENT CONTROL.....	1
ARTICLE V – DEFINITIONS.....	1
ARTICLE VI – NEGOTIATION PROCEDURES .....	2
ARTICLE VII – FEDERATION RIGHTS.....	2
ARTICLE VIII – MANAGEMENT RIGHTS.....	3
ARTICLE IX – NON-DISCRIMINATION .....	3
ARTICLE X – SENIORITY .....	3
ARTICLE XI – REDUCTION IN FORCE .....	3
ARTICLE XII – VACANCIES AND TRANSFER.....	4
ARTICLE XIII – ABSENCES AND LEAVE .....	5
A. Sick Leave .....	5
B. Sick Leave Incentive.....	6
C. Deferred Sick Leave Payment .....	6
D. Annual Leave .....	6
E. Personal Business Leave .....	6
F. Religious Leave .....	7
G. Bereavement Leave.....	7
H. Judicial Leave .....	7

I. Military Leave.....	7
J. Leave Without Pay.....	7
ARTICLE XIV – WORKDAY .....	7
ARTICLE XV – PERSONNEL FILES.....	8
ARTICLE XVI – EVALUATION PROCEDURES.....	8
ARTICLE XVII – DISCIPLINARY ACTION .....	9
ARTICLE XVIII – SUSPENSION AND TERMINATION .....	9
ARTICLE XIX -- SICK LEAVE BANK.....	9
ARTICLE XX – GRIEVANCE .....	10
A. Definitions .....	10
B. Timelines .....	10
C. Grievance Procedures.....	10
D. Grievance Levels .....	11
E. Level One.....	11
F. Level Two .....	11
G. Level Three.....	11
H. Level Four.....	11
ARTICLE XXI – HEALTH AND SAFETY .....	12
ARTICLE XXII – WORK YEAR .....	12
ARTICLE XXIII – PAY SCHEDULES.....	12
ARTICLE XXIV – INSURANCE PROGRAM.....	13
ARTICLE XXV – INSURANCE ON LEAVE AND TERMINATION.....	14
ARTICLE XXVI – OTHER BENEFITS .....	14

ARTICLE XXVII – STAFF DEVELOPMENT .....	15
ARTICLE XXVIII – WAGES AND ALLOWANCES .....	15
ARTICLE XXIX – DURATION .....	15
TRANSPORTATION DRIVERS AND DRIVER ASSISTANT CONTRACT ADDENDUM	16
TRANSPORTATION DEPARTMENT PAID LEAVE OPTION.....	16
EMERGENCY LEAVE (LIMITED DURATION - OPTIONAL).....	16
ARTICLE T-I – DEFINITIONS.....	16
ARTICLE T-II – SENIORITY .....	17
ARTICLE T-III - RUN CONSOLIDATION, EXPANSION, OR ELIMINATION .....	18
ARTICLE T-IV – LEAVE OF ABSENCE .....	18
ARTICLE T-V – COMPENSATION.....	19
ARTICLE T-VI - EMERGENCY PROCEDURES AND CHAIN INSTALLATION.....	19
ARTICLE T-VII - HAZARDOUS OR DANGEROUS CONDITIONS.....	19
ARTICLE T-VIII - CONDITIONS OF EMPLOYMENT FOR TRANSPORTATION EMPLOYEES .....	19
ARTICLE T-IX - ACTIVITY TRIP SUPPLEMENT.....	20
A. Eligibility.....	20
B. Procedures .....	20
C. Summer Trips.....	21
D. Seventy-two-Hour Trips .....	21
ARTICLE T-X – SALARY .....	22

## **ARTICLE I - AGREEMENT**

This collective bargaining agreement between the two parties, the Los Alamos Public Schools and the Paraprofessional and School-Related Personnel (PSRP) of the District, represented by the Los Alamos Federation of School Employees. The two parties shall hereafter be referred to as the "Board" and the "Federation." The terms of this contract shall be binding upon both the Board and the Federation, including all the employees it represents.

## **ARTICLE II - PREAMBLE**

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

## **ARTICLE III - RECOGNITION**

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

## **ARTICLE IV – AGREEMENT CONTROL**

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

## **ARTICLE V – DEFINITIONS**

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

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

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

## **ARTICLE VI – NEGOTIATION PROCEDURES**

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

## **ARTICLE VII – FEDERATION RIGHTS**

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

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

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

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

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Agreement.
- B. Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the Board will retain the right to:
  - Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
  - Determine qualifications for employment and the nature and content of personnel examinations;
  - Take actions as may be necessary to carry out the mission of the public employer in emergencies.The Board will retain all rights not specifically limited by this collective bargaining agreement or by the Public Employee Bargaining Act.
- C. The Board retains the right to exercise or not, as it sees fit, any of its options under law. Any decision by the Board not to exercise a right shall not be construed as a waiver of such a right.

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

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

#### **ARTICLE X – SENIORITY**

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

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

- A. The District shall have the right to reduce its number of employees and, if necessary, discharge or terminate employees through a reduction in force (RIF) when one or more of the following circumstances are present:
  - 1. A substantial decrease in pupil population
  - 2. A substantial reduction in operating revenues
  - 3. A substantial decrease in enrollment of a specific grade level or program, or the elimination of a program
  - 4. The enactment of laws or court decisions that directly affect staffing and are beyond the immediate control of the Board.
- B. If the District anticipates a RIF, the District will notify the Federation in writing at least 30 calendar days prior to the implementation. The notice shall include the reasons for the RIF and the affected program. The Federation and the District shall meet to discuss the RIF. Employees affected will be notified as soon as possible.
- C. If it becomes necessary to reduce the number of employees, the District shall attempt to avoid the RIF by means of attrition and reassignment of employees to vacancies within the District and the non-renewal of contracts for probationary employees.
- D. At the request of the District, a non-probationary employee may voluntarily consent to a reduction in hours of employment or to a lower classification in order to avoid lay off.

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

## **ARTICLE XII – VACANCIES AND TRANSFER**

- A. Definitions: For the purposes of this section, the following definitions shall apply:
  - 1. "Vacancy" shall mean any open bargaining unit position within the District that occurs for whatever reason (retirement, death, resignation, new position).
  - 2. "Transfer" shall mean a lateral move from one work site to another within the same job classification.
  - 3. "Voluntary transfer" shall mean a transfer initiated by an employee.
  - 4. "Involuntary transfer" shall mean a transfer initiated by the District.
- B. Job vacancies for all bargaining unit job classifications, shall be posted at all work sites. The postings shall be placed in areas where employees customarily congregate. The postings shall be made as far in advance as possible of the final date for submission of applications, but in no case fewer than five (5) days from the final date for staffing.
- C. Employees who wish to be considered for vacancies or transfer opportunities which may occur during the summer months may monitor vacancy availability through the use of the personnel call line and submit an application according to the terms of the posting.
- D. Vacancy postings shall, at a minimum, contain the specific identification of the vacant position, the work site(s) at which the position exists, the salary range, the position's major responsibilities, minimum license (or waiver) and skill needed for the position, the name of the person to whom the application should be sent, and the deadline date for submission of applications. "Until filled" language may be applied to any posting. Position responsibilities shall be prepared in good faith and not with the intention of fitting responsibilities to a specific person.
- E. The District shall fill vacancies on the basis of the most qualified applicant.
  - 1. All qualified District applicants will be considered for inclusion in the interview process.
  - 2. A minimum of three candidates will be interviewed for a posted vacancy. A re-posting of the vacancy may be made should an acceptable candidate not be identified. If less than three candidates apply, this requirement may be waived.
  - 3. Temporary employees who are qualified to fill a vacant position will be permitted to apply and receive consideration as an applicant.
  - 4. Candidate pools of three or more applicants may be interviewed for multiple concurrent vacancies of the same type.
  - 5. When possible, interview committees will be used for the development of recommendations to fill vacancies.
- F. A member of the bargaining unit who successfully fulfills the performance expectations of a vacant assignment may be permanently reassigned to that vacant position subject to the following conditions:
  - 1. Completion of the standard job posting requirement
  - 2. Successful completion of all job related activities for a minimum of 20 days
  - 3. Recommendation received from the supervising administrator
  - 4. Reassignment request approved by the Director of Human Resources.



- G. Unsuccessful applicants shall be notified as soon as practicable, but in no case later than 10 days after notification has been made to the successful candidate.
- H. The administration reserves the right to transfer employees to meet the needs of the District. In the event an involuntary transfer becomes necessary, the following criteria will apply:
  - 1. The District shall first seek voluntary transfers.
  - 2. Any involuntary transfer that would mean a decrease in salary shall be handled according to the RIF procedure.
  - 3. An employee will be provided a minimum of ten working days notice of an impending transfer except in those situations when an immediate transfer is required.
  - 4. If the involuntarily transferred employee's previous position becomes available, the transferred employee will be given an opportunity to return before the position is posted.
- I. The Federation and the Board recognize that the Superintendent may reassign an employee if his/her performance impedes the common goals of the site or District by reason of the employee's inability or unwillingness to work cooperatively. An involuntary transfer effected for administrative reasons will be excluded from the provisions of this section.
- J. Reclassification: When through an administrative error, an employee is placed at a pay range which is inconsistent with the pay range assigned to a job classification, any subsequent correction of the error shall not result in any salary reduction for the employee. The employee's current salary will be held save harmless until the salary of the corrected range equals or exceeds the current salary.

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

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

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

- 1. Calling-in procedures: Employees who do not need subs are expected to call in one hour prior to the start of their workday. Employees whose presence is critical to the daily operation of the District (i.e. Custodians or Special Education and Overload Assistants) for whom a sub is required will call in two hours before the start of their workday.
  - a. An employee who has sufficient accumulated leave who is unable to call in prior to the start of the workday will be subject to a deduction from that accumulated leave.
  - b. An employee who has exhausted all accumulated leave will be charged leave without pay.
- 2. An employee who displays a pattern of absences related to the use of sick leave may be required to submit a medical certificate verifying his or her illness or injury for subsequent days of absence. Any such request for verification shall be preceded by a written warning to the employee. Sick leave absences associated with patterns in attendance may be subject to progressive disciplinary responses up to and including termination.
- 3. Employees who terminate but are re-hired within one calendar/school year will have their accumulated sick leave and other leave benefits restored.

B. **Sick Leave Incentive**

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

C. **Deferred Sick Leave Payment**

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

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

D. **Annual Leave**

1. Current 260-day employees hired before July 1, 1995, will accrue annual leave at a rate of 1-2/3 days per month for a total of 20 days per year. Employees hired after July 1, 1995, will accrue annual leave at the rate of one (1) day per month. When 260-day employees hired after July 1, 1995 begin their fourth contract after having completed their third consecutive year working a minimum of 75% of the number of days associated with a full agreement in their job classification, they will then begin to accrue annual leave at the rate of 1 2/3 days per month. Employees may accumulate and carry forward from one fiscal year to the next not more than 40 days of annual leave and shall be paid for accrued annual leave at his or her current wage on leaving employment in good standing with the District based on the following: 20 days for 1 to 9 years of service; 40 days for 10 years and above for service.
2. Employees wishing to take more than four (4) consecutive days of annual leave (vacation) must make application in writing five (5) working days in advance of the first day of the leave, with the exception of days to be taken in August. Any vacation dates for August must be requested by July 1st. Prior approval is required for the use of any amount of annual leave.
3. The supervisor may limit the number of employees in a classification who are on vacation at the same time in order to meet the needs of the District. In the event such limitations are necessary, the employee who first submitted his or her request to the supervisor will be granted vacation according to the needs of the District.

E. **Personal Business Leave**

Employees in the bargaining unit who do not receive annual leave are eligible for one paid day of personal leave each year, proportionate to their FTE. In addition, those employees may convert four (4) days of sick leave to additional days of personal business leave each year. All personal business leave days beyond the five-day maximum will be converted to sick leave.

- F. **Religious Leave**  
Employees may request the use of up to two days of sick leave annually during the contract year to observe religious holidays. If no accumulated leave of any type is available, the employee may be granted leave without pay.
- G. **Bereavement Leave**  
Each employee shall be granted a maximum of five paid leave days per contract year in the event of a death. These five days shall be deducted from available sick leave, personal business leave, and finally from annual leave. If the employee should need more time because of unusual circumstances or in order to attend to legal matters, such as the closing of an estate, more time may be requested of the superintendent. All additional time will be deducted from the employee's accumulated leave according to the guidelines established above. Any employee without leave time will be granted up to five leave days without pay under the bereavement clause.
- H. **Judicial Leave**  
Employees summoned for jury duty or subpoenaed to testify as a witness in a court case to which the employee is not a party will be granted leave with pay.
- I. **Military Leave**  
Employees who are called to active duty in any branch of the US Armed Forces during their contract year shall be given fifteen days leave with pay per federal fiscal year. All additional days of absence will be leave without pay.
- J. **Leave Without Pay**  
Leave without pay for personal reasons may be granted to an employee for up to one year, provided the employee is non-probationary. Assignment to the same position held before the leave was granted shall not be guaranteed. Should a reduction in force become necessary during the contract year, an employee on a leave without pay shall be subject to the same selection criteria as established in the RIF section.

#### **ARTICLE XIV – WORKDAY**

- A. The normal workday will be eight hours for 211 through 260-day employees and seven hours for 184-day employees, unless otherwise specified on the employee's Personnel Action form. Because of the variety among the different employee groups within the bargaining unit, individual employees and their supervisor may work together to obtain mutually beneficial work hours which must be approved by the supervisor and the Director of Human Resources. Employees shall not be required to work split shifts unless designated on their Personnel Action form.
- B. All employees working full-time shall be provided a daily, continuous, duty-free, uncompensated lunch of at least 30 minutes in duration.
- C. Overtime compensation must have prior authorization by the employee's supervisor, or designee. Each work site will post a list of those supervisors who are authorized to approve overtime or comp time. Any required duties assigned by the supervisor, or designee performed before or after the regular work day (which includes weekends or the duty-free lunch) will be compensated as overtime, to be accrued at 1.5 hours for each hour worked above forty hours, or for each hour worked beyond 12 hours in an eight-hour day when the forty-hour week is not exceeded. Hours worked beyond normal contract hours but which are less than forty hours in a normal work week will be compensated as straight time until a 40-hour work week is reached. A workweek is defined as seven days starting Sunday, 00:00 through the following Saturday at 23:59. Mutually agreed upon modifications in the work week will be possible.
- D. Holiday Pay - Holidays will be counted towards the accumulation of the forty hours worked. All other paid leave will not be counted toward 40 hours worked.
- E. Holiday Pay - Employees required to work District-designated-non-work holidays will be compensated at the rate of 2.5 times the employee's hourly rate and will be compensated through payroll.
- F. Emergency Call Out - Employees called to work without prior notification will be paid a two-hour call out rate at their regular hourly rate plus a minimum of two hours of work time. The work time is eligible for overtime or holiday pay.
- G. If mutually agreed to by the employee and the supervisor or designee, overtime may be converted to compensatory time under the guidelines set forth in C above. Compensatory time must be taken within 30 working days from the date it is earned and may not accrue beyond 20 hours of

- compensatory time. Supervisors or designees will not shorten the standard work week for the purpose of depriving an employee of overtime compensation. This includes holiday weeks.
- H. Required staff development and meeting times outside the work day shall be compensated in accordance with overtime provisions.
  - I. It is recognized by the parties that the needs of the District may require employees to work overtime. The amount of overtime will be established by the District. Overtime will be distributed within job title, qualification, and department/location.
    - 1. Employees who volunteer for overtime will be selected on a rotating basis based on highest District seniority.
    - 2. If there are no volunteers, the acceptable qualified employee with the least seniority in the District will be selected on a rotating basis.
  - J. When the Board declares an "abbreviated day" schedule, employees shall report to work as usual unless directed otherwise by their supervisor.
  - K. Employees who work past dark will be allowed to park their cars in designated parking areas close to the door from which they exit.
  - L. District guidelines related to snow day activities will not apply to Transportation Department drivers or assistants. Snow days will be recorded as Leave Without Pay. Any required school make-up days requiring work time for transportation employees will be compensated.

#### **ARTICLE XV – PERSONNEL FILES**

- A. The District shall maintain a personnel file for each employee that will be kept in the Central Office under the supervision of the Director of Human Resources. Administrators, with approval from the Director of Human Resources and with legitimate District business related to employment, shall have access to an employee's file.
- B. An employee shall be permitted to review his or her personnel file after submitting a written request to the Director of Human Resources. The Director of Human Resources shall schedule a meeting to provide for the requested review at a mutually agreeable time within ten (10) working days of the date of the request. The employee may be accompanied by a representative of his or her choice and may also, if written authorization is provided, designate a second party to review said file in his or her place.
- C. Materials directly and solely related to pre-employment references and internal transfers and other related materials shall be removed from the file prior to its review by the employee.
- D. No document pertaining to the employee shall be placed in the file maintained in the Office of Human Resources unless a copy has been first given to the employee. Additional copies will be available upon request. Employees shall have the chance to submit a written response to any document placed in his or her file; such a response will be attached to the document to which it relates. An employee may submit germane documents for inclusion in their files. The decision concerning the inclusion of submitted material will reside with the Director of Human Resources. No anonymous or unsigned information may be placed in an employee's file.
- E. Any information placed in the employee's personnel file, including disciplinary reprimands that are more than one (1) year old, other than performance evaluations and supporting documentation, may be removed at the request of either the originator of said material or the employee, upon the approval of the Director of Human Resources. The Director's decision on the request shall not be subject to this "Agreement's Grievance Procedure".
- F. Administrators retain the right to keep personal notes for the purpose of evaluation and an annual evaluation file.

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

- A. The primary purpose of employee evaluation shall be the assessment of present performance levels and to bring about the improvement of performance when appropriate.
- B. The preparation of the evaluation instrument is the responsibility of the designated administrator. Whenever a supervisory change is made, affected employees will be notified. A chart reflecting the chain of command will be posted at each site. The content of this chart is a non-grievable item.

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

#### **ARTICLE XVII – DISCIPLINARY ACTION**

Verbal reprimands and warnings may be the first step in a disciplinary process except in those cases when immediate termination may be necessary. Such discussions will be conducted in private, out of the hearing of other employees. Subsequent meetings between the supervising administrator and employee may include a representative of each party's choice.

#### **ARTICLE XVIII – SUSPENSION AND TERMINATION**

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

#### **ARTICLE XIX – SICK LEAVE DONATION**

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

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

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

## **ARTICLE XX – GRIEVANCE**

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

### **A. Definitions**

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

### **B. Timelines**

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

### **C. Grievance Procedures**

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

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

**D. Grievance Levels**

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

**E. Level One**

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

**F. Level Two**

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

**G. Level Three**

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

**H. Level Four**

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

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

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

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

#### **ARTICLE XXII – WORK YEAR**

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

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

- A. Pay Schedule Definitions  
For pay schedule purposes only, the following definitions shall be applicable:
  - 12 month employees--individuals who work year round.
  - School year employees--individuals who work essentially the same days that students are in school including the days immediately before and after student days.
  - Extended school year employees--individuals who work more than the 184 work days normally associated with school year employees but less than the 260 work days associated with 12 month employees.Twelve-month employees completing their work agreement will receive 24 checks, each for 1/24th of the contract amount. Twelve-month employees hired after July 1 will have their contracted salary divided equally over the remaining pay periods through June 30 of the contract year.
- B. An employee shall authorize direct electronic deposit of the employee's net paycheck. The District and the Federation shall create a transition plan that will provide employees with a reasonable amount of time to make the transition to direct deposit.



- C. Checks will be delivered and payable on the 5th and 20th of each month. When the 5th or 20th falls during a weekend or holiday, checks will be delivered on the last work day preceding the weekend or holiday. When the 5th or 20th falls during a school vacation, employees can have their check mailed to them by providing a stamped, self-addressed envelope to the Payroll Department; can pick up their check at the Payroll Department at the school administrative offices; or have their check delivered to the work site on the first work day following the vacation.
- D. Pay Schedule Options  
Prior to the beginning of each school year all non-12 month employees will be given a choice of one of the following pay schedules. That choice must be made prior to the first payroll cutoff date and will not be changeable for the school year. Individuals hired during the school year must select a pay schedule during the hiring process.
  - 1. School year employees:
    - a. 19 checks, each for 1/19th of the contract amount during 10 months of employment.
    - b. 19 checks, each for 1/24th of the contract amount, a check for 5/24ths of the contract amount.
  - 2. Extended school year employees:
    - a. 19 checks, each for 1/19th of the contract amount.
    - b. 19 checks, each for 1/24th of the contract amount, a check for 5/24th of the contract amount.
    - c. Contracted salary divided equally over the remaining pay periods through June 30th of the contract year.
- E. Payment for all contracted services in addition to original contracts for \$500 or less will be made in one payment on the payday after the first payroll cutoff date following the completion of the contracted service, subject to timely receipt of required paperwork. Payment for all contracted services in excess of \$500 will begin on the payday after the first payroll cutoff date following the beginning of the contracted service, subject to timely receipt of required paperwork, and be distributed over the length of the contract.

#### ARTICLE XXIV – INSURANCE PROGRAM

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

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

- Employees who choose to participate in the insurance plans will have their contributions deducted from their paychecks.
- B. A nine (9) month employee may choose to have the employee's annual health insurance premium contribution deducted in equal installments from the employee's paychecks throughout the employee's work year. The employee must request this option no later than two (2) weeks prior to the date the employee receives the employee's first paycheck.
- C. Married couples who are both employed by the District and who desire similar coverage may designate one of the two to carry the primary coverage. Dual coverage will not be required; cross-insurance under the District policy is not allowed by the insurer.
- D. The Board will make available to all eligible employees insurance programs as per NMPSIA guidelines.
- E. All qualified employees may enroll in any of the District's insurance programs within 31 calendar days of the effective date of their employment, change in marital status, or change in job status of employee's spouse, provided the spouse was the primary carrier. Coverage will begin the first

day of the month following the first full month's premium payment, and employees will be informed of the effective date at the time they enroll.

- F. Business Support Services will announce open enrollment as directed by NMPSIA. Employees who do not enroll in life insurance at the time of their employment may apply to do so during the open enrollment period of the insurance company but may be subject to health screening for approval by the insurance company.
- G. Prior to open enrollment, all eligible employees will receive a summary of all benefits, coverage dates, and payroll deduction plans offered by the District. The summary will include a brief description of the plan and its costs.
- H. Employees may change benefit options by signing forms provided for that purpose by Business Support during the open enrollment period. If no change requests are made, the employee must sign the current benefits form and return it to the Insurance Office.
- I. Employees who separate from employment will be provided in a timely manner with information necessary to maintain health benefits under COBRA.

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

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

#### **ARTICLE XXVI – OTHER BENEFITS**

- A. Employees shall be provided membership in the Los Alamos Family YMCA subject to contract negotiation between the District and the YMCA.
- B. Tuberculosis tests shall be provided to new employees by the District when required. For those employees who test positive, the District will pay the cost of a chest X-ray.
- C. For Bus Drivers Only: The District will assume a maximum of \$40.00 for physicals for drivers and assistants or assume the applicable employee co-pay for the medical services entity under contract with the District
- D. Employees have the option to participate in tax-sheltered annuity plans through voluntary deductions as provided for under federal law. The Board will provide payroll deduction for this purpose upon authorization by the employee. The money will be remitted promptly, in accordance with federal law, to the appropriate companies on a monthly basis. The employee is solely responsible for determining the amount of the deduction and shall hold the Board harmless against any and all liability for deductions requested which are found to be in violation of the law.
- E. Automatic payroll deductions will be made, if requested by the employee, to cooperating financial institutions in Los Alamos County where there is no charge to the District and when a minimum of five employees have agreed to participate.
- F. The Los Alamos Public Schools agree to fund a training account of \$6000 for each year of the Agreement for use by PSRP desirous of improving their educational or technical skills levels. These funds will be available according to the following guidelines:
  - 1. Each employee may apply for up to three grants per year. The maximum funding allowed per grant is \$150 and must be related to direct costs associated with the activity. Receipts for costs and documentation of successful completion of the course/training will be required within 30 days of course completion for the granting of funds. Only those costs associated with tuition, registration fees, books or materials fees are allowable for the establishment of the grant amount. Acceptable documents for verifying successful course completion are transcripts, grade slips, or official certificates of completion supplied by the organization providing the course.

2. Requests for grants must be submitted on District provided forms. The date of receipt of completed forms by the Office of Human Resources establishes the order for consideration of each request. All requests will be considered until funds available for that period are fully encumbered. Requests not funded will be returned to the employee. The District will not fund a scholarship for the same course more than once.
3. Written acknowledgment by the employee's immediate supervisor of the activity's direct relationship with his/her current assignment is required.
4. All coursework and class time related to this grant activity will occur outside of the participant's contract day.
5. The Director of Human Resources is responsible for the application of these guidelines and the non-grievable approval/rejection of all grant requests.

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

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

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

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

#### **ARTICLE XXIX – DURATION**

- A. This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect through June 30, 2007. If the parties have not reached agreement on a successor contract before the expiration date of this Agreement, the parties shall pursue the impasse resolution procedure including mediation and fact finding. If no successor Agreement is reached by November 1, 2007, the Agreement shall terminate on that day.
- B. Salaries, recommendations by joint committees delineated in this contract, and up to three (3) additional items chosen by each party to this Agreement may be reopened each year of this Agreement. Such negotiations shall begin on or before April of each year or as agreed to by the parties.

## **TRANSPORTATION DRIVERS AND DRIVER ASSISTANT CONTRACT ADDENDUM**

(The following addendum materials replace the transportation handbook.)

### **TRANSPORTATION DEPARTMENT PAID LEAVE OPTION**

Transportation employees hired prior to July 1, 1997 may choose to participate in the sick and personal leave available to other employees as set forth in Article XIII of this Agreement. Employees hired after July 1, 1997 are automatic participants in the option. These full-time employees shall earn an equal amount of paid sick leave days and unpaid sick leave days. The Transportation employee's sick and personal leave accruals shall be prorated at a ratio of the employee's hourly employment to an eight (8) hour day. If an employee chooses to participate in the option, that choice may not be revoked. The 0.5 FTE requirement for participation in this option shall not be applicable to Transportation employees.

### **EMERGENCY LEAVE (Limited Duration - Optional)**

A Transportation employee who was hired prior to June 30, 1997 and has chosen the "salary only" option may be eligible for Emergency Leave Without Pay days in accordance with the provisions set forth in the Transportation Salary/Leave option. The employee may be eligible for a maximum of twice the number of sick and personal leave days the employee accrued had the employee chosen the Transportation Department's Salary/Leave option. The District may require medical corroboration from the employee for the use of these days.

All provisions of this Agreement shall apply to Transportation employees unless specifically excluded or modified in the "Transportation Drivers and Driver Assistant Contract Addendum" and placed under Article IV Agreement Control.

### **ARTICLE T-I – DEFINITIONS**

NMAC TITLE 6, CHAPTER 41 , PART 4 (NMAC6.41.4) will take precedence should any discrepancies between the following definitions be noted.)

Regular Driver: An employee with an assigned, daily regular run as described by the state in NMAC6.41.4..

Substitute Drive: A driver who has not been assigned a regular run, as defined in NMAC 6.41.4. A substitute driver who has not provided services within any sixty (60) day period is no longer considered as an employee of the District.

Activity Driver: An employee assigned to drive activity runs by the transportation supervisor. The activity driver may be required to serve as a substitute driver by the transportation supervisor.

Driver's Assistant: An employee that meets the training requirements detailed in NMAC 6.41.4, and assigned to assist the driver and students during transportation. The assistant must be physically capable of handling all required equipment on the assigned run. In the absence of any available driver's assistants, regular and substitute drivers may be assigned as a driver's assistant by the transportation supervisor at their prevailing compensation rate. A driver's assistant who has not provided services within any sixty (60) day period is no longer considered an employee of the District.

Substitute Driver's Assistant: Driver's assistant who has not been assigned to a regular run.

Regular Run: A Regular Run is a to/from run as defined in NMCA 6.41.4.

Kindergarten Run: A to/from run occurring for kindergarten students. Drivers with regular routes are the only employees eligible to bid on a kindergarten run.

Run Extensions: Additions to the regular runs that might be in a different location and of a different school/grade level. Inconvenience to students and expense to the District will be considered in the establishment of any run modification.

Extra Runs: Runs occurring regularly but not at the regular to/from hours. Extra runs will be available on the seniority bid basis. Inconvenience to the students and expense to the District will be considered in the award of the bid. Subs will be eligible to sub for extra runs. Drivers with regular runs are the only employees eligible to bid on an extra run.

Summer Runs: Runs occurring regularly during the summer school schedule. Runs will be offered on the seniority bid basis.

Late Activity Run: A regularly scheduled run occurring after school hours for students participating in extra-curricular school sponsored activities. Drivers with regular run are the only employees eligible to bid on a late activity run.

Trip Designation: Any District sponsored extra curricular activity involving transportation services that require the use of a school bus. Any trip within a 40-mile radius of Los Alamos, as determined by the transportation supervisor, is deemed a "local" activity trip. Any trip exceeding the 40-mile limit is deemed an "Out of Town" activity trip.

Twenty-four Hour Trips: Trips scheduled to leave within 24 hours that have not been chosen.

## **ARTICLE T-II – SENIORITY**

### **A. The date of hire establishes the initial seniority date.**

1. The term of seniority shall commence on the date a bus driver finishes District pre-service training and acquires a commercial driver's license or, if an applicant already holds a commercial driver's license, seniority will commence on the date the District pre-service training is completed, or in the case of an assistant, on the employee's date of hire by the School District as an assistant. For assistants the hire date is specified on the employee's Personnel Action form and reflects the first day that as an employee acts as assistant. The time spent as a substitute driver or substitute assistant shall be counted for seniority purposes for the purpose of bidding on routes. This benefit for substitute drivers and substitute assistants is limited to this provision only and shall not constitute an agreement or understanding that other contractual benefits apply to substitute drivers or substitute assistants.
2. If two or more individuals complete the requirements for being hired on the same date and are hired, the individual achieving the highest combined score on the CDL license examinations will be senior. If two or more individuals complete training and receive the same scores on the examinations, the date of hire will be determined by the flip of a coin.
3. The transportation supervisor will use a coin flip to determine seniority for driver's assistants hired on the same date.

### **B. Duration**

1. Seniority will commence as defined in paragraph A-1 above, and will terminate with retirement, resignation, or discharge.
2. Separate seniority lists for drivers and assistants will be maintained. An employee may not simultaneously accrue seniority in each category. Previously accrued seniority in the non-active category will be maintained subject to contract restrictions.
3. Seniority time earned in the primary assignment is based on time in any driver's assistant or driver position subject to restrictions in Article T VIII-I-c. Time served as a driver is not credited toward driver's assistant positions. Time served as a driver's assistant is not credited toward driver's positions.
4. Time spent on a Board approved leave of absence shall not be counted for seniority purposes and shall not constitute a break in service.

### **C. Seniority Bid System for Route Assignment**

1. The run bid order shall be determined and scheduled according to the current seniority lists. Each driver/assistant will have an assigned bidding time and may bid on any available run in order of seniority. Employees who do not bid by their scheduled time will be bypassed and the next scheduled person may bid on the available runs. Employees thus bypassed may bid at any time thereafter during the bidding time, but only on the remaining runs available.
2. A current seniority list will be posted in the Transportation Office at all times. Any discrepancies should be reported immediately to the transportation supervisor.
3. Drivers/driver's assistants with fixed income limits should pay particular attention to run times. Income caps are not recognized as a justifiable reason for requesting Leave Without Pay.
4. A run availability list will be posted at bid time. It is understood that the transportation operation is dynamic and subject to change. The information will include estimates on

hours, bus number, etc. Changes in run times may be made during the school year with corresponding changes in pay. Drivers will bid on runs, not buses. BUS EQUIPMENT ASSIGNMENTS ARE SUBJECT TO CHANGE AT ANY TIME.

5. In order of seniority, drivers/assistants are to select a specific run, initial it, and enter the run number after their name on the seniority list. Upon affixing their initials on the single bid sheet, the individual's choice is irrevocable. If a position for a bus assistant is open and no bid is received from an employee on the bus assistant list, a driver may be used to fill the position. The driver will receive the rate of pay for assistants.
6. If a run becomes available during the regular school year, the pertinent run information will be posted for five (5) working days. The most senior qualified employee will be selected from those bidding.
7. Mid-day kindergarten runs and late runs will be bid separately. No employee may exceed 40 hours per week in regularly assigned work. Drivers bidding on mid-day kindergarten and/or late runs must also drive a regular run.
8. Drivers/assistants wishing to bid on "Special Needs" runs must have completed training requirements for transportation as a related service to students with disabilities.
9. Employees absent during the bid time may bid by proxy with written approval of the Transportation Supervisor.
10. All drivers bidding on a mid-day kindergarten, pre-school, special needs run, or a run associated with a music run agree to make personal contact with each parent or guardian associated with that run prior to the first day of school.

#### **ARTICLE T-III - RUN CONSOLIDATION, EXPANSION, OR ELIMINATION**

- A. Should run consolidation become necessary it will be accomplished according to the most efficient process involved in the consolidation. The drivers effected in the consolidation will lose that portion of their run. If in the consolidation a run should be eliminated, the effected driver will have the choice of bumping the least senior driver or returning to substitute status.
- B. Should run expansion become necessary, it will be accomplished according to the most efficient use of vehicles. The expanded run will receive the appropriate increase in hours and pay. If the expansion should create a new route, the bid procedure for available routes will take place.

#### **ARTICLE T-IV – LEAVE OF ABSENCE**

- A. An employee wishing to take Leave of Absence must submit a prior written request for approval to the Director of Human Resources (requires Board action). An employee returning from a Leave of Absence is not guaranteed the same run held when granted leave. An employee returning after runs have been established will be assigned to a position which will best fill the needs of the schools' Transportation Department.
- B. A run vacancy created by a Leave of Absence will be filled by the seniority bid system.
- C. A regular driver/assistant not participating in the Salary/Leave option may utilize short term transportation Emergency Leave Without Pay days amounting to two times the number of paid sick/personal leave days authorized in one contract period for their FTE for approved short term emergency leave requests. Transportation employees participating in the Salary/Leave option will have access to days equal in number to the number of sick/personal leave days for use as Emergency Leave Without Pay days. Medical authorizations may be required. The non-grievable determination of leave request approvals will be made by the transportation supervisor.
- D. All covered employees as of July 1, 1997, will be given the option at any time of selecting a non-revocable inclusion in the sick and personal leave program for PSRP. Once selected, this option is non-revocable. Contractual guidelines addressing accrual and usage requirements will be applicable for regular driver/assistant transportation employees, with the exception that the availability of this leave will be based on the employee's hourly employment converted to an FTE without the minimum .5 FTE base requirement. Inclusion with the salary/leave option is mandatory for all staff joining the department after July 1, 1997.

## **ARTICLE T-V – COMPENSATION**

- A. Because all duties required of a bus driver are necessary for the smooth and safe transportation of students, drivers will be paid for all required duties, including district training, at their current salary. All pre-licensing training will be compensated at the training wage rate. B. Daily Runs: Drivers will be paid on an average time required basis. Average time is the time necessary to perform assigned duties under normal driving conditions. Average time consists of the following elements:
  - 1. Pre-trip inspection (5 minutes per inspection)
  - 2. Post-trip cool down/inspection (5 min.)
  - 3. Run time (live run & essential deadhead)
  - 4. Servicing, washing, cleaning and delay that results from having driving time extended (10 minutes per day)
- B. Additional time, if delay is encountered (beyond 15 min.) due to weather breakdown, traffic delays, etc., must be reported within 24 hours, in writing, to the Transportation Office.
- C. Minimum Time: Drivers/assistants will be paid a minimum of one (1) hour for any required attendance at meetings, advanced training, safety inspections, and for drivers shuttling buses outside of the regularly contracted time period.
- D. Compensation Dissatisfaction: If an employee feels that daily hours are incorrect, a request, in writing, for an audit by the transportation supervisor should be submitted. The run will be evaluated in a timely manner and if the audit supports the employee's assertion, the daily hours will be adjusted.
- E. Overtime: Any transportation employee will be paid at the rate of time and one-half for any hours worked over 40 in any one work week. (Variance from remainder of PSRP contract.) The District established workweek is from 12:01 a.m. Sunday until 12:00 p.m. (Midnight) Saturday.
- F. Transportation drivers/assistants will be compensated for approved job related court appearances. Determinations will be made by the transportation supervisor.

## **ARTICLE T-VI - EMERGENCY PROCEDURES AND CHAIN INSTALLATION**

- A. Emergency procedure packages are in each school vehicle. Drivers should check for this package and be familiar with the procedures.
- B. In the interest of safety, should tire chains become necessary while en-route, the driver will be responsible for installing and removing chains on the vehicle being driven. If there are any questions on the proper installation of chains or a review is needed, the driver should contact the supervisor or shop foreman.

## **ARTICLE T-VII - HAZARDOUS OR DANGEROUS CONDITIONS**

- A. If a driver encounters a situation that is felt to be hazardous or dangerous, the employee should contact the transportation supervisor or designee. If contact cannot be made, the driver is to use his/her best judgment and follow-up with a written report to the supervisor at the end of the run.
- B. Speeding in a school bus, reckless driving of a bus, driving a bus while under the influence of drugs or alcohol, the falsification of records, and any conviction of a moving violation shall be sufficient cause for immediate dismissal. If negligence is shown in a preventable accident, disciplinary action may be taken. Any traffic citation received while driving a school bus that results in a conviction or a nolo contendere plea may result in a termination.

## **ARTICLE T-VIII - CONDITIONS OF EMPLOYMENT FOR TRANSPORTATION EMPLOYEES**

- A. Habitual tardiness or absence for any run may result in disciplinary action subject to one or more of the following:

1. Route and any other assignments may be placed for bid. Employee losing route but to absences may not bid on a route for a period of one month. Employees will return to substitute status until successfully bidding on another route.
  2. Employee may be removed from trip board eligibility
  3. Permanent demotion of one step on department seniority list.
  4. Recommendation for termination.
- B. As a condition of employment drivers must:
1. Take or have taken a Defensive Driving Course and a First Aid Course. Assistants must have a current First Aide Card.
  2. Attend the School Bus Drivers' Institute in accordance with current state policy
  3. Be capable of installing & removing tire chains on a bus
  4. Meet other requirements as put forth by the state and local administrations
  5. Participate in department drug/alcohol testing program.

## **ARTICLE T-IX - ACTIVITY TRIP SUPPLEMENT**

### **A. Eligibility**

1. Drivers with less than 100 hours bus driving time in this state will not be eligible for activity trips.
2. Drivers on sick leave or on suspension are not eligible to drive activity trips. A driver on a leave of absence may request, in writing to the transportation supervisor, to remain in an active status on the activity trip board. A driver on a leave of absence who has not accepted an activity trip within any 120 day period is no longer considered active on the activity trip board.
3. Substitute drivers who have met all other requirements are eligible to drive local activity trips. Substitute drivers who have a minimum of two years experience as a regular driver and have met all other requirements are eligible for all activity trips. Substitute drivers must maintain, an average in any 30 day period of three regular runs to maintain activity trip eligibility.
4. Drivers may not intentionally place themselves into an overtime situation (not to exceed 40 hours per week). It is the drivers' responsibility to monitor their hours.

### **B. Procedures**

1. Drivers will be listed on the board by seniority.
2. Trips not assigned to Activity Drivers will be placed on the board as received up to one month in advance.
3. To facilitate departmental efficiency, specific site activity trips may be assigned by the transportation supervisor to those drivers currently assigned to a run serving the site of the activity trip according to their seniority.
4. Out of Town Indicator:
  - a. A driver has up to 24 hours to choose one out-of-town trip when out-of-town trips are available. Drivers are encouraged to choose their trips while they are in the office. If that is not possible, they may choose by written proxy (each absence requires a new proxy), by radio, or by telephone.
  - b. A driver may substitute one local trip instead of choosing an out-of-town trip for their out-of town choice.
  - c. A driver must choose an out-of-town trip or pass if local trips are not available but out-of-town are.
  - d. Drivers may leave the indicator on their name until an out-of-town trip is available.
  - e. The driver or proxy is to record the date and time the marker is advanced on the appropriate form located on the trip board.
  - f. After a period of time with no trips on the board, the date and time a trip is placed on the board will be recorded on the clip board.
  - g. The out of town trip board will freeze on the last day of school. It will resume from that driver's name on the first day of the next school year.



5. Local Indicator:
    - a. The driver has up to 24 hours to choose one local trip when local trips are available.
    - b. A driver may leave the indicator on their name until a local trip is available.
    - c. The driver has 24 hours to choose a replacement for the canceled trip. The regular board sequence continues during the 24-hour period.
    - d. After a period of time with no trips on the board, the date and time a trip is placed on the board will be recorded on the clip board.
    - e. A driver may not substitute an out-of-town trip for a local trip.
    - f. The out-of-town trip board will freeze on the last day of school. It will resume from that driver's name on the first day of the next school year.
  6. Canceled Trips:
    - a. A copy of the canceled trip ticket will be placed on the board, dated, and initialed when the cancellation is received.
    - b. The driver has 24 hours to choose a replacement for the canceled trip. The regular board sequence continues during the 24-hour period.
    - c. If more than one driver/assistant has a trip canceled at the same time, replacement trips will be by seniority.
    - d. When the replacement trip is picked, both the canceled trip ticket and the new trip ticket should be taken to the dispatcher.
    - e. A postponed trip will be treated like a canceled trip if the original driver cannot drive on the new date. The driver has the same 24-hour period to pick a new trip. Trips canceled on the last day of the school year will give the driver 24 hours at the start of the next school year to pick a replacement trip.
    - f. Canceled twenty-four hour trips will not be replaced.
  7. Variations:
    - a. Drivers who may be absent when their turn on the trip board comes up may leave a written proxy with the office or call in.
    - b. Special education, kindergarten, and other activity trips may be assigned to a driver at the discretion of the transportation supervisor, i.e. shorter local trips that start/end in conjunction with the school starting/ending time.
    - c. If a driver cannot take a trip for any reason other than cancellation by the sponsoring school, i.e. personal conflict, it will not be replaced.
    - d. Any driver who abuses the rules can have their name removed from the activity trip board at the discretion of and for a period of time determined by the transportation supervisor.
    - e. Drivers failing to properly clean (including but not limited to emptying trash, sweeping, and mopping) a bus following a trip will be removed from the trip board for a period determined by the transportation supervisor.
    - f. If a driver's trip is changed to another date or time, they may trade with the permission of the supervisor or choose another trip as if their trip was canceled.
- C. **Summer Trips**
1. A summer trip sign-up sheet will be established. A driver desiring to be called must sign up.
  2. The driver sign-up sheet will be put in order of seniority. Its use will end on the first day of the new school year.
- D. **Seventy-two Hour Trips**
1. Out-of-town trips that are within seventy two (72) hours of departure will be offered to the driver whose name is designated by the out of town trip indicator. If that driver accepts the trip, it will count as the driver's choice and the marker moves. If that driver refuses, it is then offered to drivers according to the order of the out of town trip board.
  2. Local and out of town trips which are not filled within 24 hours of departure will be assigned by the transportation supervisor.
  3. Drivers who are already on a trip when their name comes up will be passed.

**ARTICLE T-X – SALARY**

Per Transportation Salary Chart.

Approved by Formal Action of the Parties:

**Paraprofessional and School-Related Personnel:**

Edwina Lieb js. 5/30/07  
Edwina Lieb, Vice President Date

**Los Alamos Public Schools Board:**

Alison Beckman 6-12-07  
Alison Beckman, School Board President Date