



**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN THE
ZUNI FEDERATION OF UNITED
SCHOOL EMPLOYEES
AFT LOCAL 4905
AND
ZUNI PUBLIC SCHOOL DISTRICT
#89
EFFECTIVE THROUGH JUNE 30, 2023**

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ARTICLE 1 RECOGNITION

The parties to the Agreement are Zuni Public School District (“District”) and the Zuni Federation of United School Employees (“ZFUSE”). The District recognizes the Union as the exclusive representative of all employees in the bargaining unit, which consists of all teachers, counselors, nurses, librarians, ancillary staff, educational assistants, custodians, secretarial/clerical employees, computer technicians, bus drivers, cafeteria workers, and maintenance workers, except for confidential, management, and supervisory employees.

ARTICLE 2 DEFINITIONS

- A. “Bargaining Unit” shall mean the group of employees designated by the Public Employees Labor Relations Board (PELRB) to be represented for the purposes of collective bargaining under this Agreement as identified in Article 1, Recognition.
- B. “District” shall mean the Zuni Public School District #89.
- C. “ZFUSE” or “Union” shall mean the Zuni Federation of United School Employees, AFT local 4905
- D. “Board” shall mean the Zuni Public School District Board of Education.
- E. “Labor Board” shall mean the Zuni Public School District Labor Management Relations Board.
- F. “Employee” shall mean an employee of the Zuni Public School District within the bargaining unit for which ZFUSE has been recognized as the exclusive representative. This will include part-time employees, but shall not include casual, temporary, or substitute employees or employees performing contracted services.
- G. “Teacher” shall mean any certified employee who is licensed by the Public Education Department to teach in the State of New Mexico and holds a valid license for the employee’s assigned position.
- H. “Educational Assistant” shall mean an employee licensed under the Public Education Department as an Instructional Assistant and performing the duties with that classification. An Educational Assistant shall be considered a classified employee for purposes of contract classification
- I. “Zuni Native Language and Culture Educational Assistant” shall mean an employee licensed under the New Mexico Public Education Department as an Educational Assistant who holds a 520 licensure designation to administer Zuni Language and Culture instruction and performing the duties described in the ZPSD board approved job description and teaches Zuni Language and Culture at a minimum one stand alone instructional period each day.
- J. “Zuni Language and Culture Instructor” shall mean an employee who holds a NMPED issued 520 Language and Culture License and who has a full time Zuni Language teaching position
- K. “Day” shall mean working day referring to any day the District’s Central Office is open for business.
- L. “Act” shall mean the Public Employee Bargaining Act (10-7E-1 to 10-7E-26 NMSA 1978)
- M. “Probationary employee” shall mean a classified employee who has held his/her position for less than one year.
- N. “Tenured Employee” shall mean an employee who has signed his/her third contract with the District and has expectation for continued employment.
- O. “Document or Record” shall mean any writing, photograph, blueprint, email, audio, or video tape and any reproducible form by any other means.
- P. “Supervisor” means an employee who devotes a majority amount of work time to supervisory duties, who customarily and regularly directs the work of two or more

employees, and who has the authority in the interest of the employer to hire, promote, or discipline other employees or to recommend such actions effectively. This does not include individuals who perform merely routine, incidental, or clerical duties or who occasionally assume supervisory or directory roles or whose duties are substantially similar to those of their subordinates. Also not included are lead employees or employees who occasionally participate in peer review or occasional employee evaluation programs.

- Q. “Discharge” shall mean (22-10A-24 NMSA) the act of severing the employment relationship with a certified school employee prior to the expiration of the current employment contract.
- R. “Terminate” shall mean, (22-10A-26 NMSA) in the case of a certified school employee, the act of not re-employing an employee for the ensuing year. In the case of a non-certified school employee, terminate shall mean the act of severing the employment relationship with the employee.
- S. “Non-Renewal” shall mean the District has exercised its right to not offer the employee a contract prior to the employee signing a third contract with the District.
- T. Letter of Concern is defined as the manner utilized to counsel, mentor, and train employees in areas of responsibility that are in need of improvement. Letters of Concern are not disciplinary or grievable and will not be placed in an employee’s personnel file.
- U. “Administrative Leave” shall mean the Superintendent has exercised the right to place an employee on leave pending completion of an investigation.

ARTICLE 3 MANAGEMENT RIGHTS

- A. The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities upon and vested in it by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and District Resolutions except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement. The District shall also have the management rights outlined below:
 - 1. The District shall retain the right in accordance with applicable Federal and State laws and District Resolutions:
 - a. to determine the mission of the District and its departments;
 - b. to set standards for performance evaluation, materials, services, and programs;
 - c. to exercise control and discretion over District organization and its operations;
 - d. to direct employees of the District and conduct evaluation and judgment of an employee’s skill, ability, efficiency, and general performance;
 - e. to hire, promote, transfer, assign, and retain employees in positions within the District; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
 - f. to relieve employees from duties because of lack of work or for other legitimate reasons;
 - g. to maintain the efficiency of the operations;
 - h. to determine the methods, means, and personnel by which such District operations are to be conducted; and
 - i. to take whatever actions may be necessary to carry out the functions and mission of the District and maintain uninterrupted service/instruction to its students and citizens in situations of emergency.
- B. The District shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. The

District will provide a copy of any new or revised policy, rule, or regulation applying District-wide to ZFUSE. ZFUSE may request in writing to negotiate the impact of any professional or instructional decision adopted in the new or revised policy, rule, or regulation.

ARTICLE 4 ZFUSE RIGHTS

- A. The following rights and privileges shall be granted exclusively to ZFUSE as the exclusive representative for all employees in the bargaining unit. These rights shall not be granted to any other labor employee organization.
 - B. The parties agree that ZFUSE has the right and duty to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising those rights, the following provisions shall apply:
 - 1. a. ZFUSE can use the District's mailboxes for the dissemination of Union literature or Correspondence.
 - b. ZFUSE can use the Districts email system to communicate with the employees in the bargaining unit regarding;
 - 1) collective bargaining, including the administration of collective bargaining agreements,
 - 2) the investigation of grievances or other disputes relating to employment relations; and
 - 3) matters involving the governance or business of ZFUSE.Additionally, the Collective Bargaining Agreement (CBA) along with the negotiated and BOE approved salary schedules, stipend schedules, the NMAC 6.60.9 code of ethics and standards of professional conduct shall be posted on the ZPSD website.
 - 2. With the exception of ZPSD email, ZFUSE shall not use District time, consumable equipment, property, or materials for Union business.
 - 3. The District shall make available to ZFUSE, in an editable digital file format, the following information for each employee in the bargaining unit:
 - a. the employee's name and date of hire,
 - b. contact information, including:
 - 1) cellular, home, and work telephone numbers
 - 2) a means of electronic communication, including work and personal email addresses, and
 - 3) employment information, including the employee's job title, salary, and work site location.
 - 4. ZPSD shall provide the information described in B3 of this section to ZFUSE within ten (10) days from the date of hire for newly hired employees, and every one hundred twenty (120) days for employees in the bargaining unit who are not newly hired employees. The information shall be kept confidential by ZFUSE and its officers.
 - 5. ZFUSE will be afforded a representative on the budget committee.
 - 6. A ZFUSE Representative may, upon request of the employee, be in attendance as a witness when an employee is placed on Administrative Leave
 - 7. ZFUSE shall have the right to request representation on district-wide committees.
- C. The Supervisor at each work site will designate a minimum of a 3' x 3' space (not to exceed 3' x 5') for ZFUSE to place a bulletin board purchased by ZFUSE, to post information for

Bargaining Unit employees. All documents placed on the bulletin board must receive prior approval from the site Supervisor or designee prior to placing documents. Approval shall not be unreasonably withheld. Only ZFUSE Building representatives, who have been designated by the ZFUSE Co- Presidents to the Supervisor, shall have the authority to request approval to place items on the bulletin board.

- D. The parties recognize that the exercise of these rights shall not interfere with the instruction of students or the delivery of services. The ZFUSE Co-Presidents shall not suffer loss of pay or leave if a meeting is requested by the Superintendent during instructional time.
- E. Bargaining Unit employees have the right to be represented and/or accompanied by a ZFUSE Representative at a meeting with District administration that may result in the imposition of disciplinary action.
- F. ZFUSE Building Representatives and/or AFT-NM representatives may be permitted to meet with Bargaining Unit employees in School District buildings before or after the employee's workday, provided the site Administrator has approved the use and the District's procedures for facilities use are followed. ZFUSE will be responsible for any cost incurred as a result of such use.
- G. ZFUSE and/or AFT-NM Representatives may access District buildings to meet with Bargaining Unit employees during non-work time of all of the District employees involved. All representatives shall follow the District's and the site's visitor policies.
- H. Bargaining Unit employees and ZFUSE shall be entitled to all the rights and benefits
- I. ZFUSE shall speak at employee orientation meetings conducted by the District as scheduled by the District. If an employee is hired after new employee orientation has been conducted, ZFUSE has the right to meet with the new employee within thirty (30) days from the date of hire for a period of at least thirty (30) minutes but no more than one hundred twenty (120) minutes.
- J. A copy of the packet provided to the School Board for School Board meetings, except for privileged documents, will be made available to the ZFUSE Co-President at the same time as provided to the School Board, and will be available in the same manner as to the School Board (i.e. hand delivery, certified mail, notification that the packet can be picked up, etc.) including late copies provided to the Board after packets have been assembled and distributed.
- K. ZFUSE shall have time to speak after Citizen's Input at the Board of Education's regular and finance meetings.

ARTICLE 5 EMPLOYEE RIGHTS

- A. An employee shall not be denied any rights of citizenship, including all rights guaranteed under the federal and state constitutions, laws and regulations.
- B. An employee shall be discharged or terminated in accordance with law. All other disciplinary action shall be for just cause.
- C. An employee will, upon request, be accompanied by a Union Representative at any predetermination, disciplinary, or grievance meeting, provided such request does not delay the meeting for more than two (2) days. A Union Representative will accompany an employee to a non-disciplinary meeting with the employee's Principal/Administrator/Director/ Supervisor if mutually agreed upon by all parties.
- D. An employee has the right and may request to review the employee's own official personnel file, excluding pre-employment information, contained in the Human Resources Department by providing a least twenty-four (24) hours written notice to the Director of

Human Resources. The file may be reviewed during normal business hours of the Human Resources Department and in the presence of the Director of Human Resources or designee. The employee may also provide written authorization for a Union Representative to view the employee's file with prior notification as described herein. The first written request by an employee or authorized representative for a copy of personnel file documents will be provided at no charge. All subsequent requests will be in writing and will require payment of a fee equivalent to the District's charge for the copies of public records.

- E. An employee may be placed on administrative leave with pay, with the Superintendent's approval, pending the outcome of an investigation.
- F. Nothing in this Agreement shall prohibit an individual from processing a grievance individually or bringing concerns to the attention of the immediate Supervisor without the involvement of ZFUSE. Employees shall follow the chain of command up to the level of Superintendent, in addressing their concerns. Employees and School Board members will refrain from discussing or becoming involved in personnel matters with each other.

ARTICLE 6 DISCRIMINATION

ZFUSE and the District recognize that both are subject to State and Federal laws prohibiting discrimination on the basis of race, sex or gender, sexual orientation, age, color, national origin, religion, creed, gender identity, physical/mental disability, serious medical condition, spousal affiliation, military status, or Union membership or non-membership.

ARTICLE 7 VACANCIES

- A. Job Vacancies within the bargaining unit that the District decides to fill will be posted in all District worksites and on the District website. Closing dates for submission of application shall be no less than five (5) work days from the initial date of posting.
- B. The District shall fill vacancies with the most qualified applicant, as determined by the District. All things being equal, seniority will apply.
- C. The District will post all regular job openings on the ZPSD website.

ARTICLE 8 NEGOTIATIONS PROCEDURES

- A. Negotiations for any new contract can be requested in writing by either party within 30 days after the conclusion of the regular (30 or 60 day) Legislative Session. The party receiving the request will respond within fifteen (15) working days of the request. The initial negotiations for ground rules and dates shall be within thirty (30) working days of the response.
- B. Negotiations shall be conducted in closed session.
- C. During negotiations, the teams shall meet at mutually acceptable times and places for negotiations. The teams shall negotiate in good faith until an agreement is reached. Each team will have no more than seven (7) people.
- D. Upon reasonable request of either party, all existing information, data, documentation and budget information relevant to any issue under discussion shall be shared by both parties unless privileged.
- E. All agreements reached by the negotiation teams shall be initialed as tentative agreements. Tentative agreements shall not become effective until the entire negotiation package has been ratified by the ZFUSE membership and the School Board and subsequently signed by the Superintendent and the ZFUSE Co-Presidents.
- F. Additional negotiations procedures may be negotiated by the teams.

ARTICLE 9 PROFESSIONAL CONDUCT

ZFUSE employees agree to abide by NMAC 6.60.9 code of ethics and standards of professional conduct and any revisions or amendments by the State Legislature. Failure to adhere could result in discipline as outlined in Article 13 (Disciplinary Action).

ARTICLE 10 SENIORITY

- A. Seniority shall be defined as the length of continuous District service. Seniority credit shall commence with the employee's most recent hire date.
- B. Time spent on an unpaid leave of absence for ninety (90) consecutive work days or more shall not be counted toward seniority credit. However, the time spent on an unpaid leave of absence shall not represent a break in service.
- C. The District will provide ZFUSE a seniority list for all bargaining unit employees upon written request from ZFUSE once per school year or if a RIF is announced.
- D. In the event two (2) or more employees have the same seniority their names shall be placed in a lottery and chosen at random with the affected employees and a ZFUSE officer present.

ARTICLE 11 PROFESSIONAL DEVELOPMENT

- A. The District shall schedule professional development to ensure employees receive training in accordance with PED regulations and District requirements as determined by the Superintendent and the Zuni Public School District Board of Education. Employees assigned to work in the Special Education Department shall be provided training specific to their job requirements, i.e. CPI training, ASD training, etc. Site principals shall work in conjunction with the Special Education Director to allow for such trainings during the school year.
- B. Bargaining unit employees are required to attend professional development opportunities identified on the ZBE approved calendar as scheduled by the District during contract hours. Additional professional development days may be scheduled during the school year. Leave requested on these additional professional development days will not be unreasonably denied. For additional professional development days, the Supervisor shall provide an agenda to the Superintendent a minimum of seven (7) days in advance and to the staff at least five (5) days in advance of the professional development day. The duration of District provided Professional Development days will not exceed the employee contracted hours plus the allotted lunch time for that day. If additional Professional Development Days are deemed necessary, either at the District level or Site level, no more than two (2) early release days per month shall be utilized.
- C. If an employee is interested in other professional development opportunities the employee may submit a written request to the employee's Supervisor for approval to attend such development.

ARTICLE 12 ANSWER BLOCKS – RESCINDED

ARTICLE 13 EMPLOYEE INVESTIGATION

- A. The District reserves the right to investigate allegations of employee misconduct. Only complaints that are written and signed will be investigated. When a Supervisor deems it appropriate to only counsel or inform an employee, the Supervisor may retain a record of counseling, provided that the document is not placed in the employee's official personnel file.
- B. A Bargaining Unit employee who, in bad faith, accuses a bargaining unit employee of

misconduct which is shown to be unfounded shall be subject to appropriate disciplinary action.

- C. An employee may be placed on administrative leave with pay and benefits only upon approval of the Superintendent, or designee in the Superintendent's absence, during the process of an investigation. If circumstances exist that the employee needs to be placed on administrative leave immediately, the Superintendent or designee will provide a written notice of the administrative leave to be delivered to the employee within three (3) business days. If the Supervisor is unable to reach an employee, who is going to be placed on administrative leave, in order to deliver notification of said leave within the three (3) business days then a sealed document will be sent through certified mail to their mailing address. If an employee is placed on administrative leave, they are to be accessible to the District Administration. When an employee is placed on administrative leave, the employee will turn in their key(s) to any district facility, vehicle, cabinet, employee badge, ZPSD media devices, or other ZPSD items as requested by the Supervisor. The Supervisor will document the items that are taken from the employee and both the employee and Supervisor will sign the document prior to the items being placed in a designated area for safe keeping. The employee may not discuss (including electronically) the issue or any matter surrounding the issue of investigation with district employees. If the issue is related to a student or parent, the employee may not contact the parent or student. The employee will be available during his/her normal duty hours by telephone or personal contact, as the employee may be called in to answer questions regarding the investigation or other work related matters. If the employee has medical appointments or needs to take leave for any reason, they are to contact their Supervisor and make arrangements to complete a leave form using iVisions. The employee is not authorized to destroy, delete, or edit any record, email, or computer document. If information is destroyed or deleted, it will be grounds for termination and possible criminal charges.
- D. Prior to an investigatory meeting, an employee will be notified of the reason for the meeting. An employee under investigation will, upon request, be afforded an opportunity to notify and be accompanied by a ZFUSE Representative at all levels of the investigation provided that the Representative will be any available ZFUSE State Representative, ZFUSE officer, or ZFUSE Building Site Representative. An investigatory meeting in which the employee receives at least twenty-four (24) hours' notice may be delayed no more than a total of forty-eight (48) hours (two business days) from the time of the notice based on the non-availability of a requested ZFUSE Representative.
- E. The employee shall be provided a summary of the accusations against the employee and the names of persons making the accusations against the employee where permissible by law. The purpose of an investigatory meeting is to inquire and gain understanding of allegations that have arisen. With the exception of privileged information as provided by law, employees will cooperate in all investigations conducted by the District. The employee will be afforded an opportunity to notify and be accompanied by a ZFUSE Representative. Any retaliation against complainants may result in disciplinary action.
- F. During an investigation, no documentation related to the matter under investigation will be placed in the employee's personnel file.
- G. An investigation will be conducted confidentially and expeditiously. If the investigation is not concluded within twenty (20) business days, the employee may request that he/she receive periodic updates from the Human Resources Director. The employee will be provided the opportunity to respond to the allegations.

- H. When a date has been designated for the employee to return to work from administrative leave with pay, pending an investigation, the employee and Supervisor will schedule a re- entry meeting to facilitate the employee's return to work.

ARTICLE 14 DISCIPLINARY ACTION

- A. Disciplinary action will be based on just cause. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, ancestry, sex or gender, sexual orientation, gender identity, physical or mental disability or serious medical condition, spousal affiliation, military status, or Union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act. In order to foster a good working environment, employees shall adhere to the chain of command relating to disciplinary matters.
- B. Copies of any documented disciplinary actions shall be furnished to the Human Resources Office for placement in the employee's personnel file with the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document. An employee may provide a written response to any documented disciplinary action within five (5) days of receipt of the disciplinary action. Disciplinary actions shall remain in the employee's official personnel file and shall not be removed except by order of a Court of competent jurisdiction or an Arbitrator, pursuant to the arbitration procedure contained in this Agreement.
- C. Employees are subject to this Agreement and any administrative or departmental regulations and may be disciplined for just cause for violation of administrative or departmental regulations.
- D. Prior to implementing disciplinary action, an employee will be provided written notice of a predetermination meeting, which shall include the charges against the employee. The purpose of the predetermination meeting is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing. A ZFUSE Representative will upon request accompany an employee during the predetermination meeting and may request a recess to confer with the employee privately. The availability of a Union Representative shall not delay the predetermination meeting more than two (2) days. Following the predetermination meeting, the employee will be given written notice of any disciplinary action imposed.
- E. An employee shall be progressively disciplined when appropriate as determined by the District. Each case of disciplinary action shall be judged individually. Each case will also be acted upon within a reasonable time frame. The step of corrective action used will depend on the severity of the infraction and/or the employee's previous, work/disciplinary record. Under certain circumstances, suspension without pay or discharge/termination may be the appropriate initial disciplinary action. Steps of progressive discipline could include, but are not limited to:
1. Counseling, coaching, warnings
 2. Verbal reprimands
 3. Written reprimands
 4. Suspensions without pay
 5. Discharge/Termination

ARTICLE 15 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under the Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement, School Board policy, administrative rules, or procedures, or that a disciplinary action taken by management that involved a written reprimand or suspension that is not based on just cause. Actions involving discharge or termination are grievable pursuant to State law and not under this Article
- C. A written grievance must contain a statement of the grievance, the name of the employee(s), the Supervisor/Administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this agreement, policy, or rule allegedly violated, and the specific remedy being sought. Statements such as “to be made whole” shall not constitute sufficient notice of the remedy being sought by the grievant.
- D. The term grievance and the procedure relevant thereto shall not be deemed applicable in the following instances:
 - 1. In matters where a method or review is mandated by law or by rule, regulation, or resolution;
 - 2. In matters where the District is without authority to act;
 - 3. Evaluations, growth plans, and/or development plans; and
 - 4. Investigations.

Should a grievant file a Charge of Discrimination with the U.S. Equal Employment Opportunity Commissions, The Human Rights Division of the New Mexico department of Labor, or file a complaint with the Office for Civil rights for the U.S. Department of Education regarding the matter to be grieved, the grievance will be dismissed without further action by either party.

- E. Grievances submitted on behalf of the District shall be initiated by the Superintendent or designee by filing the grievance with a Union Co-President or designee at Step Three. If a grievance affects a group of two (2) or more Bargaining Unit employees or involves a decision or action by the District that has a system-wide impact, ZFUSE may submit the grievance on behalf of the affected employees at Step Three of these procedures no later than ten (10) days after ZFUSE knew or should have known of the act or the condition which gave rise to the grievance, or at Step One if all of the employees have the same Supervisor. If ZFUSE files on behalf of two (2) or more Bargaining Unit employees, ZFUSE will post notice of a meeting to be held within fifteen (15) calendar days of the filing of the grievance to inform the employees of the grievance filed on their behalf. The notice will be posted in locations designated by the site Supervisor and will include the fact that a grievance has been filed. The notice shall be submitted to the Superintendent for approval prior to posting and shall be posted by Union Representatives within ten (10) calendar days of filing of the grievance.
- F. The number of days indicated at each step of these procedures shall be considered maximum and efforts will be made to expedite the process.
- G. Failure to submit a grievance within ten (10) days following the date the employee knew or should have known of the act or the condition which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When

it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.

- H. Should the District fail to respond to a grievance within the time limits expressed herein, the Union/grievant may appeal to the next level of the grievance procedure within the time lines set forth as if the District had timely responded.
- I. The Grievant will, upon request, be accompanied by a ZFUSE Representative at any stage of the grievance procedure. Nothing herein, contained shall be construed as limiting the rights of an employee to discuss or process his/her grievance as an individual. At any hearing of a grievance brought individually by an employee, ZFUSE shall be afforded the opportunity to be present and make its views known.
- J. If an employee designates a ZFUSE Representative during the grievance process, the District will provide any required written notices and/or correspondence to the ZFUSE Representative identified by the grievant. The ZFUSE Representative shall provide the District with current contact information including mailing address, fax number, and phone number upon identification as the grievant's Representative. When the District identifies a representative, ZFUSE shall provide any required written notices and/or correspondence to the District's Representative.
- K. Grievance meetings/hearings will be scheduled outside of the grievant's work hours. If it is necessary to schedule a grievance meeting/hearing during the work day of an employee in order for the District to meet the time limits established herein, and no meeting can be scheduled after work hours within a fifteen (15) day period, the grievant will not suffer loss of pay or leave provided the grievance meeting/hearing shall not remove an employee from the instruction of students.
- L. No person shall suffer retaliation, recrimination, discrimination, or harassment because of participation in a grievance process.
- M. All meetings and hearing conducted under these procedures shall be closed to the public.
- N. Prior to filing of a grievance, an effort should be made to resolve the issue informally between the employee(s) and the immediate Supervisor.
- O. Bargaining Unit employees cannot file a grievance upon another Bargaining Unit employee.
- P. Grievances shall be presented as outlined below:

Step One - A bargaining unit employee shall file a written grievance with the employee's Principal/Director and a copy to the Director of Human Resources within the time limit described in G. above. The meeting with the Principal/Director shall be held within fifteen (15) days of the receipt of the filing of the grievance. The Principal/Director shall supply a written response within ten (10) days following the meeting. If the matter is not resolved to the satisfaction of the grievant, the grievant may file a written grievance at Step Two.

Step Two – Within ten (10) days of receipt of the response of the Principal/Director and the outcome is unsatisfactory, the written grievance must be filed with the Superintendent. A meeting shall be held within fifteen (15) days following receipt of the grievance, to discuss the grievance, supply documentation, and attempt a resolution. The Superintendent will provide a grievance. If, in the opinion of the grievant a satisfactory settlement is not obtained within ten (10) days of the date of the Superintendent's response, the grievant may file a written request for Mediation.

Step Three –If the grievant is not satisfied with the Superintendent's written decision, the grievant may request to appeal the grievance to mediation by submitting a written notice to the Superintendent no later than fifteen (15) days following the receipt of the

Superintendent's written decision. The parties must mutually agree to proceed to mediation. If one party opposes mediation, that party will supply the other party the rationale and reason for refusing the process. If agreement to mediate is reached, the parties will contact the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of the filing of the request for mediation, for assignment of a mediator. The mediator shall conduct mediation as soon as possible, but no later than thirty (30) days following the submission of a request for mediation. The mediator shall have the authority to request and review pertinent documents and shall have the authority to interview witnesses. If the grievance is not resolved in mediation, the grievant may submit a request for Arbitration within ten (10) days of the date of mediation.

ARTICLE 16 ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action other than termination or discharge.
 - 1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 14, Grievance Procedure, must have been exhausted, unless the parties mutually agree to bypass mediation and proceed to arbitration.
 - 2. The appeal must be received by the Superintendent within ten (10) work days from the date of the mediation at Step Three or if mutually agreed, the Superintendent's response at Step Two along with its portion of the Federal Mediation and Conciliation (FMCS) arbitration form completed and a check for half of the filing amount. Failure to include the completed form and check may be considered as a waiver of the Union's/grievant's right to arbitration.
 - 3. Within ten (10) workdays from receipt of the appeal to arbitration, the District will submit the appeal to the Federal Mediation and Conciliation Service (FMCS).
- B. An arbitrator shall be selected in the following manner:
 - 1. The District and the grievant will request a list of seven (7) names from the FMCS. The parties will select an arbitrator within ten (10) working days of receipt of the panel of arbitrators.
 - 2. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
 - 3. An employee acting individually that files for arbitration will be required to place \$3000.00 in escrow to be applied to the costs of the arbitrator.
- C. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing. Arbitration shall be conducted according to the rules established by the FMCS.
- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- E. The Arbitrator shall not have the power to add to, nor subtract from, or modify this agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the District, nor shall he/she exercise any responsibility or function of the District.
- F. The arbitrator may not award attorney's fees, punitive damages, general compensatory

damages, or costs.

- G. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.

ARTICLE 17 INSURANCE BENEFITS

- A. All bargaining unit employees will be eligible for insurance as offered by the District. Upon employment with the District, an employee will be provided a complete explanation of the benefits to which the employee is entitled.
- B. An employee's insurance premium will be deducted from the employee's paycheck in twenty-four (24) equal installments.
- C. The District's insurance plan may include:
1. New Mexico Public School Insurance Authority (NMPSIA) single, two party, or family plan with available options including Domestic Partner;
 2. NMPSIA 90 day disability insurance;
 3. NMPSIA \$50,000 basic life insurance;
 4. NMPSIA Volunteer Term Life Insurance for employee and spouse;
 5. NMPSIA Dental and Vision insurance.
- D. The District's premium contribution is dependent upon Legislative funding and School Board approval.
- E. Employees will receive notice from the District of open enrollment periods for the plans set forth herein.
- F. The District will provide professional liability insurance and Workers Compensation coverage in accordance with law.
- G. Employee changes in marital or other personal status, as defined by NMPSIA, which necessitates the change in enrollment for any of the group plans identified above will be permitted to change the employee's plan in accordance with NMPSIA requirements, so long as the employee enrolls with the changed plan no later than thirty (30) days after the change in status occurs.
- H. Employees on approved unpaid leave of absence of greater than thirty (30) calendar days or thirty (30) days past any FMLA leave or Worker's Compensation leave may maintain their group insurance programs by contributing the employee and the employer portion of the premiums for the remainder of the employee's District's contract for the contract year. At the end of the contract the benefits may be reviewed based on the employee's employment status.
- I. Employees upon release from employment with the District may maintain their group insurance programs by contributing the premiums as set forth in COBRA regulations.

ARTICLE 18 LEAVES

- A. **Sick Leave.** Sick leave shall be defined as leave taken for personal illness of the employee; serious illness in the immediate family; or death in the immediate family. The immediate family is defined as the employee's spouse/domestic partner, and their children, brothers, sisters, parents, and grandparents.
- B. Requests for sick leave shall be filed through iVisions. When an employee requests sick leave in advance, the site Supervisor shall approve or disapprove the leave within forty-eight (48) hours. Full time bargaining unit employees (9, 10, and 11) month employees working thirty-five (35) or more hours per week and 12 month employees working forty (40) hours per week, who are employed by ZPSD within the first 30 days of the school year will be granted two (2) days of sick leave at the beginning of the contract year and will accrue additional sick leave

at the end of each month of employment completed up to the maximum below:

9 month employees (181-188 contract days) 10 days

10 month employees (198 contract days) 11 days

11 month employees (220 contract days) 12 days

12 month employees (260 + contract days) 13 days

- C. Sick leave may be utilized in half hour increments.
- D. Employees shall submit a physician's statement for sick leave absences of three (3) consecutive days or more. An employee returning to work after being out more than three (3) consecutive days due to surgery or injury, must check in with the Human Resources Department prior to reporting to work. An employee utilizing more than thirty (30) consecutive work days for illness may be required to submit to an independent medical examination by a physician approved by and paid for by the District if requested to do so by the Superintendent or designee. If the physicians' reports are conflicting, the Superintendent or designee may request a medical examination to be conducted by another physician. Any of these additional consultations will be paid for by the District.
- E. Immediate Supervisors will oversee absences to determine if a pattern of absences or frequency of absences is occurring. If an immediate Supervisor identifies a pattern of abuse, he/she shall consult with the employee. If the pattern or frequency of absences continues, the immediate Supervisor may request a written statement from a licensed physician stating the reason for the absences. Patterns of sick leave usage or other abuse constitutes just cause for disciplinary action.
- F. An employee who is diagnosed as having a communicable disease, illness, or condition which poses a potential danger to students or others shall report the condition to their Supervisor. The employee may be placed on enforced sick leave by the Superintendent or designee based upon the circumstances. Enforced sick leave will be charged to the employee's accrued sick leave.
- G. Upon return from an approved leave of absence of less than ninety (90) calendar days, except for administrative leave, an employee shall be assigned to the same position at the same work site that the employee occupied and to which the employee was assigned immediately prior to the commencement of the leave. For employees on approved Family Medical Leave, the employee will be returned to the same position occupied prior to the leave for any leave of twelve (12) weeks or less.
- H. An employee will be credited with any unused leave upon return from an approved leave of absence.
- I. Bargaining Unit employees should always consider the disruption to the instruction and services provided to students when requesting leave and limit such disruption whenever possible.
- J. All unused sick leave will be carried over to the next contract year.
- K. **Personal/Emergency Leave.** Employees who are employed by ZPSD within the first 30 days of the school year, will be credited with two (2) personal leave days at the beginning of the contract year. In addition, employees have the option to convert up to half of the number of sick leave days accrued during the current school year, to personal days for bereavement, cultural, or other purposes, to be used in half hour increments. The conversion of Sick leave days to personal leave shall be made in the note section of iVisions. Sick leave days cannot be converted to personal leave until the sick leave days have been accrued. Leave the day before or the day after a holiday is discouraged. Personal leave will not be granted during the first week or last week of school, except in emergency situations, determined on a case-by-case

basis, subject to the recommendation of the Principal/Supervisor and approval of the Superintendent. Requests for personal leave shall be filed with the site Principal/Supervisor at least two (2) workdays prior to the date of the requested leave, except in extenuating circumstances. Employees are encouraged to provide more notice when possible. Unused personal leave will be converted to sick leave for the following contract year.

- L. **Family Medical Leave.** Family Medical leave entitles eligible employees who work for covered employers to take unpaid, job-protected leave for specified family and medical reasons. In order for a bargaining unit employee to be granted FMLA leave, they will need to let their Supervisor know that they have a condition that is covered under the FMLA and then they will need to meet with the Human Resource Department to file for the leave. The leave will be granted in accordance to the Family Medical Leave Act.
- M. **Military Leave.** Military leave will be granted in accordance with state and federal law
- N. **Jury Duty and Witness Subpoena.** An employee called to jury duty will be compensated at the employee's regular straight time rate of pay for all time spent while serving on jury duty during the employee's normal work hours. All employees are expected to report back to their work site if released from jury duty during their regularly scheduled work hours. If a substitute has been secured, the Supervisor has the option of reassigning that substitute to another location as needed. The employee will remit any compensation received from the court, exclusive of meal and travel reimbursement. An employee who is subpoenaed to court by the District to testify on behalf of the District will be compensated at the employee's regular straight time rate of pay. An employee receiving any other subpoena to appear in court may utilize leave without pay or personal leave.
- O. **Leave Without Pay.** Leave Without Pay is not an accrued benefit. Leave Without Pay will be granted only when an employee has exhausted all other accrued leave. Leave Without Pay shall only be granted for absences that would otherwise be covered under the FMLA. Leave Without Pay shall not be authorized for personal business which infringes upon the employee's contractual obligations. Leave Without Pay must be approved first by the Site Supervisor and then by the Superintendent or designee. An employee on Leave Without Pay will be docked at the employee's daily rate. Employees who are on Leave Without Pay status will not earn any leaves awarded by ZPSD for the period in which Leave Without Pay is in effect.
- P. **Student Involved Leave.** All District employees who have a child(ren), or who are legal guardians of a child(ren) that attend school within ZPSD, will be granted 40 minutes per child up to a maximum of 2 hours per ZPSD calendared conferences to attend ZPSD calendared Student Led Conferences, Portfolio Presentations, or Honors Project Presentations. All ZPSD teaching staff shall accommodate ZPSD employees by setting up appointment times so the 40 minutes per child Student Led Conference leave time is adhered to. Employees may also request additional time (up to 2 hours) to attend their child(ren)s' Individual Educational Plan (IEP) meetings.

ARTICLE 19 ANNUAL LEAVE

- A. Employees are required to complete a Leave Request form and obtain prior approval from their immediate Supervisor prior to the date of scheduled leave.
- B. The established annual leave term is from July 1 through June 30 of the next year. Annual leave days are earned based upon actual days worked.
- C. Twelve (12) month employees with up to two (2) years of employment with the District shall earn ten (10) days of annual leave per contract year at the rate of 0.8333 days per contract

month.

Twelve (12) month employees with more than two (2) and up to five (5) years of employment with the District shall earn twelve (12) days of annual leave per contract year at the rate of one (1) day per contract month

Twelve (12) month employees with more than five (5) years of employment with the District shall earn fifteen (15) days annual leave per contract year at the rate of one and a quarter (1.25) days per contract month

The above annual leave accruals for twelve (12) month employees shall take effect upon ratification and signature of the agreement by the parties. Current District twelve (12) month employees hired prior to September 1, 2010, shall maintain their current annual leave accrual rates. For purposes of this section; when calculating years of employment with the District, all current employment, regardless of contract length, will be counted.

- D. Annual leave days earned are not property and cannot be donated or sold by the employee to another employee of the School District.
- E. Annual leave may be taken during the school year that it is earned, but no more than has been earned at the time it is taken. Leave will not be granted during the first week or last week of school, except in emergency situations, determined on a case-by-case basis, subject to the recommendation of the Principal/Supervisor and approval of the Superintendent.
- F. Annual leave must be taken in no less than ½ hour increments.
- G. If an employee has a change in plans which prevents the employee taking annual leave as approved, it is the employee's responsibility to notify the employee's immediate Supervisor of the change before the date of the scheduled leave.
- H. Twelve (12) month employees may accumulate up to twenty (20) days of annual leave. Any leave beyond these limits must be used by June 30 of the current contract year or within eighteen (18) months after the granting of a special provision to extend the limits. Special provisions to extend the limits of accumulated annual leave by twelve (12) month employees may be approved by the Superintendent.
- I. Upon cancellation of the employment contract, no payment shall be made for more than twenty (20) days of unused annual leave for twelve (12) month employees.
- J. Any employee who feels there is a discrepancy in the calculation of his or her annual leave may request a review of that calculation by the Human Resources Department.

ARTICLE 20 LEAVE BANK

- A. The Sick Leave Bank belongs to the employees of Zuni Public School District. Leave days are approved and or denied by the employees. No leader of the District or ZFUSE may decide whether leave should be approved or denied.
- B. The intent of the Sick Leave Bank is to provide an employee additional sick leave when a prolonged and catastrophic illness or injury (excluding normal pregnancy and chronic illnesses, which are frequent, not acute illnesses lasting longer than ninety (90) days as defined by the U.S. National Center for Health Statistics. For those employees with chronic illnesses who suffer a catastrophic acute event because of the symptoms of the chronic illness, those employees may apply to the sick leave bank for leave related to the catastrophic acute event) is incurred by the employee or a member of the employee's immediate family (as defined by Article 17) that requires hospitalization or home confinement and for which no other compensation will be received.
- C. An employee may join the Sick Leave Bank through an initial, one-time contribution of two

- (2) sick leave days either at the time of hire or during open enrollment during the month of January. Participation in the Sick Leave Bank is strictly voluntary.
- D. All accrued sick leave, personal leave, and annual leave must be used before an employee is eligible to receive days from the Bank. Employee leave history will be reviewed as part of the application process.
 - E. A committee of School District employees will regulate the Sick Leave Bank. The Sick Leave Bank Committee shall be composed of five (5) to seven (7) School District employees—one from each school site, with the exception of Shiwi Ts’ana Elementary School, which shall have two representatives, one from Support Services, and one from Central Office. The Director of Human Resources will facilitate the meetings as a non-voting member and a ZFUSE representative will attend meetings as a non-voting member to state ZFUSE’s position. The ZPSD School Nurse will serve on the Committee as the medical advisor. The Sick Leave Bank Committee must have a minimum of five (5) Committee members to review each Request Review. When the Sick Leave Bank request form and supporting documentation is received the Committee will meet to review the request. The Committee will review all requests and will return a decision within five (5) days from the request review.
 - F. Each Committee member will serve on the committee for a maximum of two years at a time. The employee from Zuni Middle School, Twin Buttes, Support Services, and one representative from Shiwi Ts’ana Elementary, will start their two year period on school years ending in an odd number. All other members will start their two year period on school years ending in even numbers. This will ensure continuity on the committee from year to year.
 - G. A request for using days from the Sick Leave Bank must be submitted to the Sick Leave Bank Committee on a “Sick Leave Bank Request” form. Requests must be submitted prior to the date of leave needed. Requests submitted after the leave will only be considered provided the employee has submitted the request within (10) working days of the date the employee returned to work. New employees will be eligible to request days from the Sick Leave Bank after contributing the mandatory days and upon completion of 20 contractual days. A maximum of thirty (30) days may be granted per request; however, subsequent requests within the same school year may be made for additional days, not to exceed thirty additional days (sixty days total per school year).
 - H. Employees who have been granted thirty (30) or more consecutive days of leave from the Sick Leave Bank will not accrue sick leave during such time the employee is on leave.
 - I. The Sick Leave Bank Committee will consider requests for the necessary days to fulfill mandatory waiting periods for worker’s compensation and disability insurance if the employee is eligible for these benefits.
 - J. An employee who is not satisfied with the decision of the School District Sick Leave Bank Committee shall have the right to appeal the decision in writing by providing the District Sick Leave Bank Committee additional information concerning facts that may change the original decision.

CULTURAL LEAVE BANK

- A. “Cultural Leave” means leave taken for legitimate ceremonial and cultural purposes to meet the Employee’s customs, traditions, and participation in ceremonial activities.
- B. The intent of the Cultural Leave Bank is to provide additional leave when an employee needs additional days to fulfill specific traditional cultural practices.
- C. Employees may join the Cultural Leave Bank through an initial one-time contribution of two (2) leave days either at the time of hire or during open enrollment during the month of

September. Participation in the Cultural Leave Bank is strictly voluntary. Only those who have contributed to the Cultural Leave Bank are eligible to apply for Cultural Leave allocations from the Bank.

- D. All accrued sick leave, personal leave, and annual leave must be used before an employee is eligible to receive days from the Cultural Leave Bank.
- E. A committee composed of ZFUSE Representative, the ZPSD Human Resources Director, a Zuni Language Instructor, and two ZPSD employees will regulate the Cultural Leave Bank. Committee members will serve on the committee for a maximum of two years at a time. When the Cultural Leave Bank request form is received, the committee will meet to review and return a decision within three (3) days unless unforeseen circumstances arise that would require a decision within a 24 hour period. The Human Resources Director will maintain a list of employees who have traditional cultural obligations to fulfill. Traditional cultural obligations may include the following groups:
 - Medicine Society
 - Shalako Sponsors
 - Designated Shalako Caretakers (Wowe)
 - Longhorn Group
 - Designated Longhorn Caretakers (Wowe)
 - Mud Head Group
 - Designated Mud Head Caretakers (Wowe)
 - Kiva Leaders and Members
 - Spouses/Domestic Partners, Immediate Family Members, and Paternal Aunts (Kukus) of the aforementioned groups
- F. A request for using days from the Cultural Leave Bank must be submitted to the Cultural Leave Bank Committee on a “Cultural Leave Bank Request” form. Requests must be submitted at least 20 days prior to the date of leave needed. Exceptions to this submission requirement may be considered when emergencies arise.
- G. New employees will be eligible to request days from the Cultural Leave Bank after contributing the mandatory days and upon completion of 20 contractual work days. A maximum of ten (10) days may be granted per request; however, subsequent requests within the same school year may be made for additional days, not to exceed forty (40) additional day (forty days per school year).
- H. The Human Resources Department will keep a record of Cultural Leave donated and Cultural Leave used. Should the Cultural Leave Bank become depleted, no additional Cultural Leave may be granted until additional days have been donated.

ARTICLE 21 EDUCATIONAL LEAVE

- A. Short-Term (Certified and Non-Certified) Regular contract employees may be granted educational leave with pay by the immediate Supervisor, in coordination with the Superintendent, to take courses directly related to the employee’s position and/or educational program. Such leave will be limited to a maximum of ten (10) days (approximately 80 hours) per school year. It will be the responsibility of the employee to make sure that all leave forms are submitted.
- B. Long-Term (Non-Certified)
 - 1. The Zuni Board of Education may provide as part of its compensation plan a program of educational leave for its non-certified employees. This is based on the belief that students are best served with well-qualified employees who have graduated from colleges/universities or completed training from technical schools.

- a. Eligibility will be based on the needs of the District determined by the Professional Development Committee. ZFUSE shall have a representative on this committee. The Committee will review and evaluate all employee applications.
 - b. Two eligible employees may be recommended by the Committee to the Superintendent for consideration for educational leave for a period not to exceed one year.
 - c. The employees recommended must be in a planned program of study leading to a college/university degree, technician certificate, apprenticeship, or journeyman license
2. The Board may grant educational leave with pay to the employees recommended by the Superintendent based on the availability of District operating funds.
 3. The Superintendent shall notify all applicants in writing of the status of their application.
 4. Employees on educational leave will provide transcripts with such leave requests and again, upon completion of the educational leave.
 5. Employees granted educational leave with pay will be required to sign a contract with the ZPSD agreeing to provide services as an employee of the District for at least three (3) years upon return from educational leave. Employees granted educational leave who terminate their employment with ZPSD before serving three (3) years as an employee of the District shall reimburse ZPSD the salary paid during the year of educational leave, on a pro rata basis specified in the long-term educational leave contract.

ARTICLE 22 SCHOOL CALENDAR COMMITTEE

ZPSD and ZFUSE CBA negotiating teams shall work collaboratively to create a school calendar and present their agreed-on calendar to the Board for its approval.

ARTICLE 23 JOB ABANDONMENT

An employee's employment status with the District shall automatically be terminated when an employee fails to report for work for a period of three (3) consecutive work days and notification was not given to the employee's worksite Principal/Administrator or Supervisor during such absence, except when it is determined by the Superintendent or the Director of Human Resources that the circumstances of such absence were justified and precluded giving notification or circumstances were impossible to notify the Principal/Administrator, or Supervisor. Upon returning to work, the employee must provide their site Supervisor and the Director Human Resources a written statement outlining why they did not call or give other notification. If it is determined that the circumstances did not justify lack of notification, disciplinary action may be taken against the employee.

ARTICLE 24 PERSONNEL FILE

- A. The District shall maintain one personnel file for each employee. The file shall be maintained at the Zuni Public School District Central Office. Principals/Supervisors may maintain working files that will remain with the Principal/Supervisor who created the file.
- B. An employee wishing to access and review his/her personnel file shall follow the same guidelines as outlined in Article 5, Employee Rights, Section D.
- C. An employee will, upon request, be accompanied by a ZFUSE Representative or other party while reviewing his/her file. The employee may also assign the sole responsibility for reviewing the file to a ZFUSE Representative or other party providing the employee

authorizes access to his/her files in writing.

- D. A document shall not be placed in an employee's personnel file unless a copy of the document has been given to the employee prior to the placement of the document in the file except for the routine file maintenance documents and hiring material. The employee shall affix his/her signature and date on the document to indicate only that he/she has seen the document. Such signature will not indicate the employee agrees with the content of the document. If an employee refuses to sign the document, it will be signed by the Principal/Supervisor, the Superintendent or designee and a witness. The employee will be given a copy of this signed document.
- E. Transcripts, letter of recommendation and certificates or completion of mandatory training provided by the District shall be exempt from the signatory requirements in D.
- F. An employee may request to add any additional documentation to his/her file that shows accomplishments in their job.

ARTICLE 25 EVALUATION PROCESS

The purpose of employee evaluations is to provide, clear, timely, meaningful, and useful feedback to improve student instruction and/or enhance employee performance. The following are the procedures for evaluations and observations:

- A. An orientation conference for employees will be held at each worksite within the first thirty (30) workdays of the first day of instruction of the school year. The orientation for 12 month employees shall be held by the 30th day of the School Year. Any employee may have a private pre-observation conference with his/her evaluator. The following information will be reviewed at the conference:
 - 1. Procedures for evaluation
 - 2. Forms for evaluation
 - 3. Timeline for evaluation
 - 4. Name(s)/position of the evaluator(s)
 - 5. Job Description

Non Certified Staff Evaluation

- B. All staff, excluding teachers, will be evaluated by their worksite Principal/Administrator/Supervisor/Dean of Students at least once a year. Lead employees may be asked to confer with the worksite Principal/Administrator/Supervisor/Dean of Students to complete an employee's evaluation however, the lead employee shall not conduct the evaluations. Lead employees shall not threaten, intimidate, or coerce other employees with the threat of a bad evaluation. Employees may request an additional evaluation at any time. Employees shall also complete a self-evaluation form to reflect on their performance in their job. The self-evaluation form will be given to the worksite Principal/Administrator/Supervisor/Dean of Students to review at the time of the employee evaluation process.
- C. The evaluation will include whether the Principal/Administrator/Supervisor/Dean of Students will recommend the continued employment of the employee. Employees will not be given an unsatisfactory job performance rating based on issues that have not been discussed with the employee previously. The forms for the formal evaluation will be completed no later than April 25. Conferences will be scheduled within five (5) working days after the formal evaluation has been finished by the Principal/Administrator/Supervisor/Dean of Students. The employee evaluation shall be discussed at the conference. Evaluation forms shall provide

- space for employee comments as well as evaluator comments.
- D. The employee shall sign the evaluation form via electronic signature to indicate that it has been reviewed only and does not necessarily mean concurrence. An employee may have five (5) workdays to attach comments to the evaluation.
 - E. At the end of the evaluation process, the evaluation will be signed by both parties at which time the employee shall receive a copy of the evaluation and it will be forwarded to the Director of Human Resources within five days of meeting with the employee.
 - F. If it becomes evident that there is a concern regarding an employee's performance that needs improvement or correction, the Principal/Administrator/ Supervisor/Dean of Students will notify the employee. The employee shall be given the opportunity to improve his/her performance within specific timelines as prescribed in the Professional Growth Plan (PGP). Normally, PGP's initiated after April 1 will be written to be accomplished within the following school year, however, it is recognized that some PGP's will require immediate action to be completed within the current school year.
 - G. Notices of re-employment or termination will be provided in accordance with law.

Certified School Instructor Evaluation

- H. The District will evaluate Certified School Instructors and Zuni Language and Culture Instructors in accordance with NM PED evaluation guidelines.
- I. Every certified school instructor and Zuni Language and Culture Instructors will be observed during the school year.
- J. Teachers and Zuni Language and Culture Instructors will be notified of the scheduling of the formal observation evaluations. A copy of the observation schedule will be sent to the Superintendent and the Director of Human Resources. Other observations may take many forms and do not need to be pre-scheduled.
- K. First year Certified School Instructors and Zuni Language and Culture Instructors will be observed at least once formally prior to the "fortieth day" for the purpose of developing the Professional Development Plan (PDP).
- L. The evaluation will include whether the Principal/Administrator/Supervisor will recommend the continued employment of the employee. The forms for the formal evaluation will be completed no later than April 10th. Conferences will be scheduled and held with the employee by April 15th. The employee evaluation shall be discussed at the conference. Evaluation forms provide space for employee comments, as well as evaluator comments.
- M. The employee shall sign the evaluation form via electronic signature to indicate that it has been reviewed only and does not necessarily mean concurrence. An employee may have five (5) workdays to attach comments to the evaluation.
- N. At the end of the evaluation process, the evaluation will be signed by both parties at which time the employee shall receive a copy of the evaluation and it will be forwarded to the Director of Human Resources.
- O. If it becomes evident that there is a concern regarding an employee's performance that needs improvement or correction, the Principal/Administrator/Supervisor will follow the NM PED evaluation guidelines.
- P. Notices of non-renewal, re-employment or termination will be provided in accordance with law.

ARTICLE 26 REDUCTION IN FORCE (RIF) RECALL

- A. A reduction in force of bargaining unit employees normally may occur in situations such as:
1. Decrease in student enrollment or reduced student demand for or participation in programs or activities;
 2. Decrease in revenue:
 - a. because of decrease of student enrollment;
 - b. because of loss or reduction of tax revenues;
 - c. because of reduction of State, local, or federal financial support; or
 - d. because of inflation reducing the value of revenues received or significantly increasing costs of operation;
 3. Change in the educational program of the District, as determined by the board, in its good-faith exercise of discretion;
 4. Consolidation or DE-consolidation involving the District;
 5. Court orders;
 6. Orders of the Secretary of Education;
 7. Legislative mandates;
 8. Unanticipated financial emergencies identified by the Superintendent and declared by the School Board which warrants initiation of a RIF process.

The District will notify ZFUSE in writing of any changes that will invoke a RIF no more than thirty (30) calendar days prior to the effective date of the RIF, except as provided in number 8 above. The notice will include the reason for the RIF, the bargaining unit classification affected, if known, and the expected date of the RIF.

Prior to any action by the District to RIF an employee, ZFUSE will meet with the District discuss possible alternatives to the RIF and/or the transfer or layoff of any employee. This will take place within five (5) days from the notice of the RIF.

Employees will maintain employment based on priority order as follows:

TEACHERS:

NM PED Licensure Level (highest to lowest)

Number of NM PED Licenses

Number of PED Endorsements

Subject Area Highly Qualified for at the time of the RIF

Number of Subject Area Highly Qualified for at the time of the RIF

EDUCATIONAL ASSISTANTS/ANCILLARY STAFF:

Licensure

Endorsements

Credit hours

NON-LICENSED STAFF:

Job position related certification(s) or (s)

Credit hours

All of the above being equal, seniority will apply.

B. 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.

Employees desiring recall rights must maintain proper notification/address information with the District.

ARTICLE 27 ABBREVIATED SCHEDULE

- A. When an abbreviated schedule has been declared by the Superintendent all bargaining unit employees shall report to work one (1) hour prior to the announced scheduled arrival time of students, with the exception of technology department, food service staff, support services department, and custodians who will report as directed by their Supervisor.
- B. Any time lost by classified employees due to the declaration of an abbreviated schedule, will be considered as administrative leave and employees will be paid at their regular rate of pay.
- C. Should a snow day be declared by the Superintendent, teaching staff (including Educational Assistants and other staff directly related to student instruction) shall not be recalled.

ARTICLE 28 TRANSFERS/REASSIGNMENTS

- A. The District reserves the right to implement voluntary or involuntary transfer and/or reassignment of employees.
- B. Prior to involuntary transfers, the District will meet with ZFUSE.
- C. In the event an involuntary transfer becomes necessary after the beginning of a school year, the affected employee shall be provided a minimum of five (5) days written notice of the transfer/reassignment. The transferring employee shall be provided assistance with the movement of professional materials the Principal/Administrator/Supervisor deems should be transferred.
- D. An employee reserves the right to request a transfer.

ARTICLE 29 DUES DEDUCTIONS

Employees have the right to form, join, or assist ZFUSE. Employees also have the right not to form, join, or assist ZFUSE. Membership, or non-membership is strictly voluntary.

The District will deduct membership dues/fees from the paychecks of employees who have voluntarily executed a dues deduction authorization form in writing. Dues Deduction shall be limited to membership dues/fees and shall not include any fines, fees, assessments, or other deductions. Deductions will commence as soon as possible but no later than two (2) pay periods from the date of receipt by Finance of a properly completed ZFUSE deduction authorization form by the employee. The District will not deduct dues from an employee whose earnings are insufficient to cover the amount of the deduction nor will the deduction include fines or assessments of any kind. The amount of the deduction will be certified in writing to Finance by the ZFUSE Co-Presidents or Secretary/Treasurer and shall not change more than once annually. The District will make payment to ZFUSE at the end of each month for the total dues deduction with a list of the employees and the amount deducted for them, and copies of any withdrawal forms. ZFUSE will indemnify, pay for the defense of, and hold the District harmless against any claim, suit, or other action brought as a result of complying with this article.

An employee may terminate ZFUSE membership during the first two weeks in August by notifying the ZFUSE Co-Presidents or Secretary/Treasurer in writing. ZFUSE will turn over the

documentation to cease dues deduction ten (10) days from the date of receipt in August. The employee's notice of revocation for the payroll deduction of dues shall be effective on the thirtieth (30) day after the notice to cease dues deduction is given to ZPSD by ZFUSE.

ARTICLE 30 DRESS CODE

ZFUSE and the District agree that professional dress and appearance are necessary in the school by all personnel. Clothing shall be clean, without holes or frayed areas, and not revealing. Appropriate shoes are to be worn at all times. Open Toe shoes are not allowed. Employee dress should present a professional appearance and demeanor. Clothing that would be considered inappropriate may include but not be limited to: clothing with inappropriate graphics/sayings, sweatpants, wind/jogging suits, short shorts, spandex, other form fitting clothing, miniskirts, and dresses/tops with spaghetti straps, unless worn with a jacket. Jeggings/leggings should be worn with a shirt/blouse that is mid-thigh level or longer. Skirts and dresses shall be worn approximately knee length or longer. No low rise jeans shall be worn. Hats should not be worn in buildings unless they are religious apparel consistent with the employee's religious beliefs.

Exceptions to these standards are recognized for physical education, vocational teachers, and other classifications when necessary to implement the School District's curriculum or to appropriately fulfill the employee's job assignment, as determined by the District. Other exceptions may be made with the approval of the building principal for situations such as field trips, field days, community clean up, and days when the students are not in attendance.

Violations of this article should be brought to the attention of the employee by the employee's Supervisor for correction. The employee will, when appropriate, be sent home to change the clothing that is found to be in violation of this Article. Continued violations of the Dress Code by an employee, will result in the employee being progressively disciplined in accordance with Article 14 of this Agreement.

ARTICLE 31 WAGES

All employees will increase one step on the board approved salary schedule in accordance with their education and years of experience. Step increases for the 2022-2023 school year will comply with the legislation contained in HB2 of the 2022 New Mexico Legislature regular session. Minimum teacher level salaries will increase to \$50,000, \$60,000, and \$70,000. The average hourly increase will be at least 7% and no employee will be paid an hourly rate less than \$15.00. Zuni Language and Culture Instructors will be placed on Step 0 on the Level 1 salary schedule.

ARTICLE 32 STIPENDS

Stipends will be paid as negotiated and ratified by ZFUSE and the School Board. Should a grant be received by ZPSD, which contains specific language dealing with the awarding and payment of stipends to current or prospective employees, the grant request and award language shall govern the calculation and payment of said stipends. The stipends for School Year 2022-2023 are attached hereto as Appendices B, C, D, and E.

ARTICLE 33 WORKDAY

- A. GENERAL PROVISIONS: The Superintendent of Schools shall establish working hours as required by workload and the efficient management of personnel resources. ZFUSE will be provided notice and an opportunity to request bargaining of any long-term change that lengthens the normal workweek beyond 37.5 hours for certified employees.
1. All school staff, who by contract work a 37.5 hour weekly schedule, will follow the work schedule that was approved as part of the calendar approval process.

2. The payroll workweek is Monday through Sunday, beginning and ending at midnight on Sunday. The workweek for employees may vary dependent upon job classification.
3. Employees exempt from the overtime provisions of the Fair Labor Standards Act are not required to sign-in at the beginning of the duty day or sign-out at the end of the duty day; however, all employees who work at more than one site will be required to sign-in/sign-out. Employees who leave the work site during the duty day must obtain permission from their immediate Supervisor and/or sign-in/sign-out except during their designated meal period. Exempt employees who work additional off contract hours are required to clock in and clock out on a time clock.
4. Employees not exempt from the overtime provisions of the Fair Labor Standards Act are required to sign-in at the beginning of the duty day and sign-out at the end of the duty day. They are required to clock in and clock out on a time clock or on a time clock link provided by ZPSD. The School District shall maintain the time records of these employees in the Human Resources Department.
5. Licensed educators shall work a minimum of a thirty seven and one half (37.5) hour workweek, exclusive of lunch. However, consistent with their professional status (see NMSA 1978 Section 22-10A-4) such licensed educators are expected to perform such services as may be necessary and consistent with their professional responsibilities and status as educators in order to contribute to and promote a comprehensive educational program of the District. Licensed educators may be called upon to perform such additional services outside the regular school day or outside school property where necessary to carry out individual job duties or expectations or in connection with school-sponsored programs, activities, functions, events, or staff meetings. A certified employee will not be required to perform more than four (4) extra-curricular school-sponsored programs, activities, functions, or events per year. This does not apply to staff meetings, parent-teacher conferences, or school sponsored activities for which an employee receives a stipend/increment. No additional compensation shall be payable for such professional services. Educational Assistants will be permitted upon authorization of the building site Principal, to assist in school-sponsored programs, activities, functions, events, or staff meetings. Educational Assistants will be compensated for all additional hours worked at these functions. On district-wide parent teacher conference days that are part of the approved ZPSD school calendar, the schedule for instructional staff at all school sites will be adjusted to ensure only 37.5 hours are worked in that week. School sites will ensure that approved early release days for parent teacher conferences will be observed. All teaching staff will be afforded the time to conduct parent teacher conferences, including Educational Assistants, whose time will be adjusted to ensure hours worked do not exceed 37.5.
6. Employees assigned more than four (4) hours of daily work time shall have a minimum of thirty (30) minutes or a maximum of sixty (60) minutes unpaid lunch. An employee's unpaid lunch is determined and may be adjusted by their immediate Supervisor. The unpaid lunch may not be used to shorten the workday. The workday for employees may vary dependent upon job classification. Should a circumstance arise where supervision does not allow the employee to have a duty free lunch, the Supervisor shall have the discretion to shorten the employee's workday or compensate said employee for any extra hours worked.
7. The schedule of hours for employees shall be determined by the Supervisor of the work site where they are assigned. Employees shall be informed of their daily schedule by the Supervisor.

8. When a department is required to work more than one shift per day, the hours of work for each shift shall be determined by their immediate Supervisor with approval of the Human Resources Director or Director of Finance.
9. When it is necessary for an employee to be absent, the employee must notify their immediate Supervisor or designee in advance of the probable duration of the absence. The employee's immediate Supervisor shall provide necessary contact information for this purpose. The employee shall provide at time of notification, reason for absence, and personal contact information.
10. If a substitute is required, the immediate Supervisor shall notify the sites Administrative Assistant to secure one. If a substitute cannot be acquired, then the protocol for using an Educational Assistant as a substitute shall be utilized.

B. CERTIFIED PERSONNEL

Teachers and other certified employees are classified as professionals. The U.S. Department of Labor classifies professionals as exempt employees not subject to the overtime provisions of the Fair Labor Standards Act.

C. CLASSIFIED PERSONNEL

1. Central Office Secretaries, Central Office bookkeepers, custodians, maintenance personnel, and warehouse personnel normally work an eight (8) hour day, forty (40) hour week or as set forth in the employee's contract. School Site Administrative Assistants, School Site bookkeepers, security personnel, home/school liaisons, instructional, health, and library assistants normally work a thirty-seven and a half (37.5) hour workweek or as set forth in the employee's contract. Additional hours may be assigned as required by workload and will be compensated according to the Fair Labor Standards Act.
2. Time clock records will be kept by all classified employees. Employees will clock in and out at the start and close of each workday and will clock in and out for lunch. The hours worked will be reported through use of a time clock, or on a time clock link provided and approved by the School District. At the end of each pay period, employees will sign the time clock records and the Supervisor or designee will sign the time clock records to verify the hours worked. Completed time clock records will be filed by the Supervisor with the Human Resources Department. Altering, falsifying, or tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination and discharge.
3. Classified employees may be assigned to night shifts by their immediate Supervisor based upon work requirements. The Supervisor will consider volunteers for night shift work; however, the Supervisor will make the final decision on who is assigned. A night shift differential assignment must be for a minimum of three (3) months in order for the employee to gain the benefit of the pay differential. A night shift is a shift assignment that begins after 6:00 PM.
4. Classified employees may be required to work overtime whenever it is deemed necessary by their immediate Supervisor. No employee shall be permitted to work overtime or restructure work periods without the prior approval of their immediate Supervisor and an Administrator. Educational Assistants working in classroom(s) whose attendance is required on a field trip, will be compensated for any additional hours worked due to the field trip.
5. Classified employees in maintenance, custodial, and technology may be placed on an on-call status. Employees placed on-call will be compensated eight (8) hours per pay period at the

employee's regular rate of pay for being placed on-call. On-call assignments will be made by the immediate Supervisor on a rotating basis. If the employee is called to report to work while on-call, the employee will receive straight time for the hours actually worked and such time will be considered time worked for the purposes of computing overtime. If a call is placed to the person who is on call and the call is not answered, the employee shall forfeit 2 hours pay for that on call period. All such cases shall be reviewed by the Director of Support Services, or designee, for validity of non-response to calls. Payment may be reinstated dependent on decision of review.

6. Classified employees who are not scheduled to work and are requested to work during a District-designated leave period or holiday will be paid at one and one half (1 ½) times their hourly rate of pay for all hours actually worked. If additional hours are in conjunction with a forty (40) hour workweek, the employee will be entitled to overtime compensation as set forth in the Fair Labor Standards Act.
7. Classified employees who are requested to report to work, on a non-scheduled work day, due to an emergency situation will be compensated at a rate of one and one half (1 ½) times their regular rate of pay.
8. If the School District is closed due to an order from a governing body, and the employees continue to receive their contracted wage, any employee who is requested to work but not able to do so must submit a leave slip for approval to their supervisor.
9. **EDUCATIONAL ASSISTANT SUBSTITUTE PAY**
Periodically, circumstances may warrant the use of Educational Assistants as Substitute Teachers. If an Educational Assistant is requested to work as a Substitute Teacher for more than 1 hour in the same classroom, the Educational Assistant hourly rate will be an additional 50% of the employee's contracted hourly rate of pay.
 - a. The Educational Assistant's immediate supervisor shall notify the site's administrative assistant the name of the Educational Assistant providing substitute services.
 - b. The site administrative assistant shall contact the Educational Assistant prior to the end of the his/her duty day to acknowledge that the Educational Assistant was providing substitute services.
 - c. The administrative assistant shall submit the proper paper work to the ZPSD Finance Department for payment.

ARTICLE 34 WORK YEAR

- A. The work year of Bargaining Unit employees will be determined by the School Board in compliance with State law and in accordance with the school calendar provisions contained in this Agreement. The number of days may be adjusted to meet the minimum requirements by the Public Education Department (PED) and State and Federal law. Classroom employees will receive at least one (1) uninterrupted in-service day at the beginning of the school year to setup the classroom and prepare for the students' return. On the last day of the school year, all nine (9) month employees who have completed the check out process before the end of their normal duty day may, at the discretion of the Superintendent, be allowed to leave upon completion of said check out procedures.
- B. Exempt employees who are required to work extra contract days will be compensated at the employee's daily rate.
- C. Non-exempt hourly employees will be paid overtime over forty (40) hours in a week in accordance with the Fair Labor Standards Act. Overtime requires prior written

authorization of the employee's immediate Supervisor.

- D. For certified teachers, parent-teacher conferences and home visits may be included in the calculation of instructional time up to the maximum allowed by State law and Public Education Department regulations.
- E. Classified employees required by their Supervisor to perform duties related to home visits, IEP's and parent-teacher conferences, will be compensated at their regular hourly rate in accordance with the Fair Labor Standard Act, except as set forth in F., below.
- F. Certified teachers and educational assistants, who choose to conduct home visits prior to the beginning of the school year, will receive a stipend. Certified employees will receive \$300.00 per each full class visited. Educational assistants assigned in one classroom will receive \$300.00 per full class visited. Educational assistants assigned to two (2) classrooms will receive \$150.00 per each half class visited not to exceed \$300.00. The home visit(s) shall occur during the time period designated by the site Supervisor. If a certified teacher is hired after the start of the new school year, he/she may be permitted to conduct home visits and receive the stipend. A Parent Visitation form will be signed by parents/guardians to verify the home visit was made.

ARTICLE 35 SEVERABILITY

If any portion of this Agreement is determined by a final order of an administrative agency or court with competent jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provisions shall remain in full force and effect.

ARTICLE 36 TERM OF AGREEMENT

This agreement will become effective upon ratification by the Bargaining Unit and District School Board and signature by the ZFUSE Co-Presidents and District Superintendent, who will sign the Agreement after ratification by both parties. This Agreement will remain in full force and effect until June 30, 2023.

Either party may request the negotiation opener by filing a written request with the other party no earlier than March 31, 2023 and no later than April 15, 2023.



Marisa Sanchez
ZFUSE Co-President
Co-Lead negotiator

Cleofe Apura,
ZFUSE Co-President
Co-Lead negotiator



Randy Ann Stickney,
ZPSD Superintendent

Martin Romine,
ZPSD Lead negotiator

July 18, 2022



Signature page