

Negotiated Agreement
Between
Loving Municipal Schools
and
National Education Association – Loving

December 15, 2015 through June 30, 2018

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PREAMBLE

The Board and its employees have an obligation to the public and students of Loving to exert their full and continuing efforts to achieve the highest possible educational standards in the district we serve. This requires the establishment and maintenance of an educational climate for students and staff that will increase community confidence and commitment.

The District and NEA-Loving desire to set the standard for management and labor relationships by collaborating to increase student achievement and provide the optimum learning and working conditions for the students and staff of Loving Municipal Schools.

ARTICLE 1. GENERAL PROVISIONS

A. Definitions

1. The Board or Board of Education shall mean the Board of Education of the Loving Municipal Schools.
2. The Association, union, exclusive bargaining agent or organization shall mean NEA-Loving.
3. The Superintendent's Office, unless otherwise indicated, is understood to mean the Superintendent's Office of Loving Municipal Schools or Designee.
4. The Administration shall mean the Superintendent, Assistant to the Superintendent, Business Manager, Principals, Directors and Supervisors.
5. Employee or unit employee shall mean those employees of the Loving Municipal Schools covered by the terms of this Agreement.
6. Bargaining unit shall mean those employees of the District covered by the terms of this Agreement.
7. Teachers/Instructional staff shall mean one who holds an appropriate degree and licensure for employment and whose salaries are based on the Teacher Salary Schedule except any working in an administrative position.
8. Educational Support Personnel (ESP) employees shall mean instructional assistants, bus drivers, custodians, secretaries and cafeteria workers.
9. Workdays for teachers and instructional staff shall be the regularly scheduled teaching or in service day as outlines in this agreement.
10. Days, unless otherwise indicated, shall mean, "workdays."
11. Days, for the purpose of time limits identified in this Agreement, shall mean days that the Administrative Central Office is open for business.

B. Effect of Agreement

1. The parties agree that all included items have been discussed during the negotiation and that this contract constitutes the agreement between the Board of Education and the Association, and it supersedes any prior agreements, rules and practices concerning terms and conditions of employment for bargaining unit employees. The District will amend its written policies and take such other action as may be necessary in order to give full force

and effect to the provisions of this agreement. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provisions of this Agreement shall be found contrary to law, such provisions shall have effect only to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void. In that event, the parties shall meet within ten (10) days after any such ruling for the purpose of renegotiating the provision(s) affected.

2. Further negotiations during the terms of this agreement may occur for a successor agreement or by mutual consent. During the term of this agreement, the agreement may only be altered through the voluntary written consent of the parties.
3. In case of any conflict between the provisions of any Board or Association policy, the provisions of the Agreement shall control.
4. This Agreement and attachments thereto incorporate the entire understanding of the parties on all matters which were discussed during negotiations leading to this Agreement. No additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent.
5. The District agrees to distribute one (1) copy of the agreement to each school site. The parties agree to share equally any cost of the printing. This agreement, when ratified, will be posted on the District web site.

C. Negotiating Procedures

1. Negotiations shall be conducted in closed sessions. Each party shall have a negotiating team of not more than five (5) members unless mutually agreed upon by the parties.
2. All agreements reached as a result of such negotiations shall be tentative until ratification by both parties.
3. The parties agree to meet at reasonable times, to bargain in good faith and execute a written contract incorporating any agreement reached.
4. In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service.

D. District/Association Leadership Meetings

The President and President Elect of the Association, or an Association designee, and the Superintendent agree to meet once monthly to discuss issues of interest to the members of the bargaining unit and issues of interest to the administration.

ARTICLE 2. ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Recognition Rights

The Board of Education of the Loving Municipal School District recognizes NEA-Loving, an affiliate of the National Education Association and NEA-New Mexico, as the exclusive and

sole representative for teachers, instructional staff, instructional assistants, custodians, secretaries, bus drivers, and cafeteria workers employed by Loving Municipal Schools. The District's Administrative Assistant, bookkeepers, and information technology employees are not covered under the terms of this agreement.

1. All rights granted to the Association as the exclusive representative for bargaining unit employees are for the exclusive use of the Association and may not be granted to another labor organization.
2. The Association has the right to address the Board of Education openly at any Board Meeting on any matter of interest, provided the general topic has been previously discussed with the superintendent.
3. The Association has the right to make announcements at faculty meetings and any new certified employees orientations. The Association may also provide an information letter to the new certified employees regarding the Association's role as the exclusive representative for all employees.
4. The Association may hold voluntary meetings before or after the instructional day provided such meetings do not coincide with staff meetings.
5. The Association may hold meetings at work sites after work hours provided a building usage form is submitted and such meetings do not conflict with previously scheduled events as determined by the principal. Custodial charges may be assessed, if necessary, however, there will be no charge for the use of the meeting room.
6. The Association representative designated at each work site shall have the right to bring matters related to Association rights or the administration of this Agreement to the attention of the principal or immediate supervisor.
7. Representatives of the Association shall be able to visit work sites and transact official Association business provided the visit does not occur during the employee's instructional schedule or assigned duties, including but not limited to the instructional program and teacher planning time. Association representatives will be required to sign in at the front office and wear a visitor's pass upon entering a site.
8. The Association may use the inter-school mail service, e-mail service, school mail boxes and have a least one (1) bulletin board to which all represented employees of the bargaining unit have access to the following:
 - a) Posters and Association news. All materials must contain the date of the posting or distribution and the identification of the Association.
 - b) As a courtesy, a copy of all postings and distribution shall be provided to the building principal and Superintendent at the time of the posting or distribution.
 - c) The distribution of materials shall be made by an employee assigned to that building as the Association representative. In the event the Association does not have a representative in a particular building, the Association President may authorize an individual to make the distribution.

9. NEA-Loving will provide a list each year of Association representatives to the Superintendent
10. NEA- Loving shall be granted ten (10) professional leave days for Association business, workshops and conventions. NEA-Loving may take an additional ten (10) days for professional purposes and be charged at the District cost of the substitute rate for each day taken. NEA-Loving. Association professional leave days taken by certified and ESP members will be entered as professional days for the reporting requirements of NMTEACH. The district for collective bargaining may grant additional days. Administrators will make every effort to accommodate requests, and the Association will collaborate to limit the impact on the educational process.
11. The President and President Elect of the Association and the Superintendent of Schools shall meet once a month, at mutually agreed upon times, to review and discuss concerns and issues related to the Agreement.
12. The Association President shall be furnished the following information by the Human Resources Department:
 - a) A listing of all certified employees within the unit as of the September 30th payroll, in alphabetical order by name, with position, work site, date of hire, salary, total contract days, and any increments or differential provided. Addresses, district e-mail addresses, and phone numbers will also be provided unless an individual certified employee requests that information not be released.
 - b) An electronic and hard copy of the most current personnel directory upon publication.
 - c) An electronic copy of the Board agenda and non-confidential attachments to the agenda at the time made available to the Board will be made available to the Association President.
 - d) An electronic listing of all new hires, transfers, resignations and retirements on a monthly basis sent to the president of the Association.
 - e) An electronic copy of all District vacancy postings to the president of the Association on the date of posting.
 - f) An electronic copy of proposed District policies and procedures prior to the adoption by the District, included in number three above.
13. Financial data prepared in the spring for budget consideration for the following year including enrollment projections, anticipated revenue and other financial data provided to the District's budget committee. Tentative and final operational budgets will also be made available following the District's receipt of such documents. The Association may request and receive other financial information to assist in the understanding of district proposals and in the formulation of Association proposals. All of the above will be provided both electronically, if available, and in hard copy format as soon as possible and upon request by the Association.

14. Upon request of the employee, a copy of any complaint filed against an employee with the NM Public Education Department, or notice of the intent to proceed to termination or discharge, or notice of the intention to place a certified employee on administrative leave. The notification will occur prior to the Human Resources administrator meeting with the employee.
15. Dues Deduction
 - a.) The District agrees to deduct from the wages of members of the Association dues per 24 pay periods.
 - b.) The amount of the deduction to be made from each certified employee's wages will be certified in writing by the Treasurer of the Association.
 - c.) If the Association dues are changed, the District agrees to affect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Association.
 - d.) The Association will submit to the District Finance Department by June 15, the necessary certified employee information (names, social security numbers and total annual dues amount) for dues deductions to begin with the September 10th pay check and to continue through the last pay check due the Association member employee. The Association will submit an electronic list identifying the names plus the number of employees and total amounts of dues to be deducted. The Association will rectify any error.
 - e.) Any dues deducted in error will be refunded to the employee by the Association.
 - f.) The Association will submit an electronic list and hard copy of the enrollment forms of new employee members with payroll deductions who have joined after July 1st of each year, by the last Monday in August. Payroll deduction for any new members will begin with the employee's next paycheck and continue through the last paycheck due the employee.
 - g.) Authorization for additional employees' dues deduction will be submitted to the Finance Department through e-mail and hard copy from the Association designee at least ten (10) days prior to the payroll date from which the deductions are to commence.
 - h.) Dues deductions may be discontinued or revoked by the employee by filing a written notice of discontinuance with the Treasurer of the Association, with a copy to the District Payroll Department signed by the employee. Such cancellation must be received by the District Payroll Department by October 25th as stipulated in the certified employee's membership authorization form. Dues deductions shall be discontinued effective with the October 1st paycheck.
 - j.) In the case that a certified employee contacts the district payroll department after October 1st requesting to discontinue Association membership, the certified employee will be told to contact the Association Treasurer. In no case will the district discontinue a membership without written authorization from the Association Treasurer.

- k.) In the event a certified employee resigns, leaves the bargaining unit or goes on extended leave without pay, the annual dues owed to the Association will be deducted from the certified employee's final pay check in accordance with the authorized membership form.
- l.) The Association agrees to render the Board harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the treasurer of the Association has received the funds.

ARTICLE 3. MANAGEMENT RIGHTS

Management rights shall include, but are not limited to the following as per PEBA 10-7E-6:

- 1. Direct and supervise all operations, schedules, functions and work of its employees;
- 2. Hire, evaluate, assign, transfer, discipline, suspend, lay-off, discharge or terminate employees;
- 3. Develop and revise position descriptions;
- 4. Determine the nature of programs and services offered to students and citizens of the school district;
- 5. Determine staffing requirements and eliminate or increase positions;
- 6. Determine qualifications for employment;
- 7. Take such actions as may be necessary in time of emergency when such a situation is declared to exist by the Board or the Superintendent's Office;
- 8. Enter into contracts with individuals, agencies or companies for services or materials;
- 9. Retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act (10-7E- 6);
- 10. Retain all rights to continue, change or discontinue all past practices not specifically identified and/or prohibited by the collective bargaining agreement.

ARTICLE 4. NON-DISCRIMINATION

- A. The District and the Association agree that each will not interfere with the rights of employees to join, or refrain from joining the Association, and agree that each will not in any manner, because of an employee's membership or nonmembership therein, directly or indirectly discriminate against, interfere with, coerce, restrain, demote, transfer or discipline any employee. Nor will the District discriminate against, interfere with, coerce, restrain, demote, transfer or discipline any employee because of such employee's status as a representative or officer of the Association.
- B. Both the District and the Association agree that they shall not discriminate against an employee because of action taken by either party in processing grievances under the provisions of this Agreement.
- C. In a desire to restate their respective policies, neither the District nor the Association shall unlawfully discriminate against any employee because of such employee's race, color,

sexual orientation, religion, gender, age, national origin, disability, marital status or place of residence.

ARTICLE 5. PERSONNEL RECORDS AND FILES

- A. The District will maintain a complete and current official personnel file for each District employee.
- B. Professional employees are required to supply the District office with current and complete official transcripts of all college credits. It is the duty and responsibility of each licensed employee to keep such license current.
- C. Employees will be advised of, and will be permitted to review and comment on, all information placed in their personnel files. No material derogatory to an employee's conduct, performance or character will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will have the right to submit a written response to such material and have it attached to the file copy. An employee may request the removal of any document in the file except those required by law or regulation. The decision whether or not to remove such document rests with the Superintendent or designee.
- D. All documents within a personnel file are confidential, and the District may create such subfiles within a personnel file as are appropriate to ensure confidentiality and efficient use of the file. The employee will be notified of any subfiles.
- E. Access to personnel files will be limited to authorized District officials and employees. Individual Board members shall have access only when specifically authorized by the Board, as evidenced by action of a quorum of the Board in a legal meeting properly noticed.
- F. Employees will have the right to review their own files upon written requests to the Superintendent's Office. An employee will have the right, upon request, to review the contents of his/her personnel file, except for pre-employment references or references directly related to internal promotions, after scheduling an appointment for such purpose with the District's Superintendent or designee. Except in extenuating circumstances, such appointment shall take place within two (2) work days after the employee's request.
- G. The employee may be accompanied by an individual while reviewing his/her file. A designated District official shall be present during the file review.
- H. The employee may request in writing and will receive, within a reasonable time, a copy of any accessible document. The employee may be required to assume the cost for requested copies.
- I. Confidential information obtained prior to an employee's employment, such as recommendations, will not be available for review by the employee.
- J. Specific information contained in the record, may be considered public information under the law and will be released in accordance with the Inspection of Public Records Act and Board policy and procedure relative to the disclosure of the District's public records.

ARTICLE 6. TEACHER AND INSTRUCTIONAL STAFF QUALIFICATIONS, TRANSFERS, AND ASSIGNMENTS

A. Definitions

1. Transfer – A transfer shall be defined as a change of an employee from one school to another.
2. Reassignment – A reassignment shall be defined as a change in assignment within a school site.
3. Voluntary Transfer – A voluntary transfer shall be defined as an employee initiated transfer.
4. Involuntary Transfer – An involuntary transfer shall be defined as an employer/administrator transfer of an employee.

B. Teachers and licensed staff shall not be assigned outside their endorsed teaching areas,

C. All teachers and instructional staff shall be re-employed for the next year, unless notified otherwise, fifteen (15) workdays before the end of the school year. To the best of the Administration's ability, teachers will be given their tentative assignment for the next school year by the last day of school. Conditions could cause the assignment to be changed due to unforeseen circumstances. No employee shall be transferred or reassigned arbitrarily capriciously, or without rational basis.

D. The following criteria may be used when determining assignments:

1. Licensure; highly qualified status for position
2. Program and/or instructional requirements
3. Instructional experience; and/or background in subject area
4. Classroom observation
5. Teacher/student performance (not solely based on test scores)
6. Affirmative action considerations
7. All criteria above being equal, District seniority will be a determining factor.

E. Prior to an employee being identified for an involuntary transfer, a meeting with the district administrator(s) and/or supervisor(s) requesting the transfer shall be held to discuss the request. The meeting is not a hearing. It is a meeting that extends the professional courtesy of notifying the employee of the intent to involuntarily transfer the employee and provides an opportunity for the employee to discuss the matter with the administrator/supervisor.

F. Vacancies

Once a vacancy occurs, the District shall post notice of the vacancy on the Loving Municipal Schools website as soon as practicable, including summer months. Efforts will be made to make notices available to all employees, but it shall be the employee's responsibility to check the sites where the vacancies will be posted. A copy of the monthly personnel report will be sent to the President of NEA-Loving. A copy of all approved vacancies, which includes resignations, retirements, transfers, reassignments,

and newly created positions within the bargaining unit, will be made available to the President of NEA-Loving.

ARTICLE 7. EDUCATIONAL SUPPORT PERSONNEL VACANCIES, REASSIGNMENTS, TRANSFERS, AND QUALIFICATIONS

A. DEFINITIONS

1. Transfer: A transfer shall be defined as a change of an employee from one school or location to another.
2. Reassignment: A change in assignment within a work site or job classification within the District.
3. Voluntary transfer: A voluntary transfer shall be defined as an employee-initiated transfer.
4. Involuntary transfer: A transfer initiated by an employer /administrator / supervisor without the expressed desire of the employee.
5. Seniority: Seniority shall be defined as the total length of continuous and uninterrupted service within the maintenance and custodial department.

B. All ESPs shall be re-employed for the next year, unless notified otherwise, ten (10) workdays before the end of the school year. To the best of the Administration's ability employees will be given their tentative assignment for the next school or contract year by the last day of school or contract, whichever is applicable. Conditions could cause the assignment to be changed due to unforeseen circumstances. If any changes are necessary over the summer or in between the time of notification and the beginning of the new contract year, the employee shall be provided notification of the change in writing. No employee shall be transferred or reassigned arbitrarily or capriciously, or without rational basis

C. Prior to an employee being identified for an involuntary transfer, a meeting with the affected employee, district administrator(s) and/or supervisor(s) requesting the transfer shall be held to discuss the request. The employee may request to have a representative. The meeting is not a hearing. It is a meeting that extends the professional courtesy of notifying the employee of the intent to involuntarily transfer the employee and provides an opportunity for the employee to discuss the matter with the administrator/supervisor. Reasonable efforts will be made to accomplish needed adjustments through a voluntary process. It is the desire of the parties that as much advance notice as possible be given regarding involuntary transfers and reassignments. Except in urgent cases, reasonable prior notice of ten (10) work days will be given to employees prior to making an involuntary transfer or reassignment. When considering involuntary transfers or reassignments, the District will consider the seniority and qualifications of the employees prior to implementing the action.

D. Vacancies

Once a vacancy occurs, the District shall post notice of the vacancy on the Loving Municipal Schools website as soon as practicable, including summer months. Efforts will

be made to make notices available to all employees, but it shall be the employee's responsibility to check the sites where the vacancies will be posted. A copy of the monthly personnel report will be sent to the President of NEA-Loving. A copy of all approved vacancies, which includes resignations, retirements, transfers, reassignments, and newly created positions within the bargaining unit, will be made available to the President of NEA-Loving.

- E. In the event of a shift or position vacancy, current District ESP employees will be notified of the vacancy under D. above and District employee(s) shall have the right to apply for the position prior to the vacancy being advertised outside of the District. All applicants for the vacancy shall be considered based on job performance, most current evaluation or observation, and district need. In the event that equal qualifications exist between two viable applicants, seniority will be the determining factor to fill the vacancy.

ARTICLE 8. PERSONNEL PROTECTION AND SUPPORT

- A. The District shall provide an established procedure for employee protection that follows the New Mexico Worker's Compensation Law for supporting employees in cases of harm to their person at the work site.

- B. Employees shall be provided with a copy of any written complaint brought against them before any such complaint is placed in their personnel file. No action shall be taken upon any complaint by parents, students, or other employees until the employee has been notified and been given an opportunity to respond, except under emergency conditions.

- C. Job Related Assault/Battery

Job related assault is defined as physical and/or verbal assault, physical confrontation upon the person resulting in physical or mental injury or property damage that occurs during the assault, or battery upon an employee which takes place at any time during an employee's performance of work-related duties, either on or off school grounds. The above statement applies only when the employee is not the aggressor.

- D. Self-Protection

Employees may take reasonable and necessary action to protect themselves and others from immediate impending assault. Employees may use as much force as a reasonably prudent person under similar circumstances would take to protect himself/ herself or another person from possible injury as permitted by District Board Policy, PED Regulations, and State law. Employees should:

1. Not restrain students if there is no threat of physical harm to self or others.
2. Allow students to leave the area rather than threaten to restrain, if no one is in immediate danger.
3. Ask for help from another adult including sending a student to ask for assistance from another adult.
4. Never attempt to take a weapon from a student unless there is no other choice to protect self or others.
5. Be guided by reasonable and prudent action to protect self, students, and others when it

is not possible to remove self or students from the area of danger, or otherwise de-escalate a situation.

E. Reporting

The employee(s) involved and the employee who witnesses the incident will submit a written report to the immediate supervisor.

F. Any employee who is injured while in the performance of his/her duty will receive such compensation and expenses as prescribed by the New Mexico Worker's Compensation Law. Any public school employee involved in an occupational assault or accident must file a written report of such injury within 24 hours with the employee's immediate supervisor. Forms for filing this report are available at each site. Within three working days of the incident, reports shall be sent to the employee, site supervisor, the NEA-Loving President (if requested by the employee), and the Superintendent or designee.

G. The employees will be able to take professional leave at no loss of pay and the District will pay the cost of a substitute, if applicable, while the employee is participating in preparing required reports, the investigation process, or preparation for District legal action. When absence from work is necessary due to injury resulting from a job-related assault, the employee will be granted leave with pay for up to twenty (20) days. After five (5) days, the employee may be required to obtain a doctor's certificate attesting to the employee's injuries and resulting disability.

H. The Supervisor/designee will assist in:

1. Seeing that appropriate medical attention is given or arranged.
2. Seeing that the incident has been reported to appropriate law enforcement authorities.

I. Attorney Access/Legal Information

Legal counsel coverage is governed and provided by the District through the New Mexico Public Schools Insurance Authority. Incidences so covered, unless determined otherwise by the Authority, are:

1. Reasonable attorney fees and costs incurred by the covered person in defending a criminal proceeding alleging assault or battery of a student if the covered person is fully exonerated by a court;
2. Reasonable attorney fees and costs incurred when the District and employee are defendants in a civil action together;
3. Reasonable access to the school attorney at District expense when requested by the employee in order to inform the employee and/or give direction regarding the employee's legal standing and options for filing complaints, availability of civil remedies, including lawsuits, or criminal trial procedures. (If during the time of the conference the school attorney determines that a possible conflict between the District and the employee could exist, the attorney will stop the conference immediately.)

J. District Support if Employee is Legally Accused by Student/Parent or is Assaulted/Battered by Student/Parent

1. The student will be removed from the teacher's classroom, if the administration can

reasonably accommodate such action until such time as the said incident is resolved or the problem has been discussed among the parties and balance to the situation is regained.

2. The teacher may be offered a one to two week half-day workweek to assist the employee's return to work if needed. Employees who have a permanent disability will have their situation reassessed.
 4. The District will cooperate with local law enforcement authorities in providing protection to the employee by following all judicial orders and taking all reasonable care and caution to protect employees and/or students from harm.
- K. Days absent from duty, whether it be for injury, doctor's direction, hospitalization, attorney consultation, or court proceedings directly relating to the assault, will be charged according to Worker's Compensation guidelines.
- L. Upon the doctor's release, the employee must return to work.
- M. The District will apply for Worker's Compensation on behalf of the employee once reports are filed by the employee or his/her representative. The employee will also be eligible for the District's medical insurance and Accidental Death and Dismemberment insurance, if the employee is on the roll for these benefits prior to the assault.
- N. The District will pay the difference between the amount Worker's Compensation and/or District medical insurance if the employee is covered under this insurance or any other insurance the employee may have and the total medical expenses incurred by the employee as a direct result of the assault for up to four (4) weeks as long as these standards are within the coverage of the District's insurance coverage and/or Family Medical Leave Act. The District reserves the right to consult with the employee's doctor to determine proper timelines, duties and disability(ies).
- O. The District will pay the employee's regular daily salary for absence from work as a direct result of the assault for a period not to exceed twenty (20) days.
- P. Benefits described in this Article shall terminate when:
1. The doctor has released the employee to return to work.
 2. The employee is found to be the aggressor in the incident.
 3. The employee resigns.
 4. Worker's Compensation has ceased coverage and/or sick leave has been exhausted.

ARTICLE 9. EMPLOYEE WORK DAYS

- A. Workdays for teachers and instructional staff shall be the regularly scheduled teaching or in-service day of eight (8) hours, including a thirty (30) minute duty-free lunch.
- B. Workdays for custodians shall be the regularly scheduled work day of eight (8) hours, excluding lunch.
- C. Workdays for instructional assistants shall be the regularly scheduled work day of seven (7) hours, excluding lunch.
- D. Workdays for bus drivers shall be the regularly scheduled work day of five (5) hours.

- E. Workdays for cafeteria workers shall be the regularly schedule work day of three (3), six (6) or seven (7) hours.
- F. Traveling Teachers shall be given adequate time, no less than six (6) minutes, to move between classes or move students to and from their home room teacher. Those traveling between buildings will be given reasonable time for travel.
- G. Overtime
- H. Any employee required to work a contract year containing additional days beyond those stipulated by legislative action or other state requirements, or by agreements between parties, shall have, for each additional contract day(s), an amount of money added to their salary equal to their daily rate of pay as calculated by dividing the contract days into the total annual salary contained on salary schedules incorporated into the agreement. Any mandatory training or professional development, outside of the normal contract will be compensated at an appropriate rate unless otherwise required or specified by available grant funding.

ARTICLE 10. TEACHER/INSTRUCTIONAL STAFF WORKING CONDITIONS

A. Class Size

Class sizes will be in compliance with PED requirements. Administration will provide approval or non-approval results of any waivers submitted by Loving Municipal Schools. Teachers will be actively involved in providing student placement information. Numbers of special program students in combination classes should be considered as placements are made. Students in special programs are included in regular education class counts when they are in the regular education classroom for any part of the day

B. Educational Materials

The Board will give a building allocation to each site based on enrollment to be used for books and instructional materials. Staff will be actively involved in planning for these materials and book needs such as summer school, homebound and regular or special needs students. Teachers will not be required to provide basic school supplies such as pencils and notebook paper.

C. Health and Safety

The District will provide a safe and healthful environment that complies with District, PED, State and Federal applicable laws, rules, and regulations for the employees and students.

D. Parent/Visitor Access

The District will make reasonable efforts to control unscheduled visitor access to the school buildings and property. All visitors will be required to check in and out of the school administrative office. Harassment, abuse, and/or intimidation of employees will not be tolerated. Reasonable efforts will be made to insure that classroom instruction not be interrupted by unscheduled non-employee visitors other than in emergency situations.

In order to facilitate this, teachers should be contacted before classes begin or after school dismisses. Secondary teachers may also be contacted during prep periods. Parents are encouraged to visit the classroom, however, if feasible, appointments should be scheduled one day in advance to provide for an uninterrupted conference time. Teachers will not be expected to hold conferences or take phone calls during teaching time.

- E. The parties agree that all employees shall observe all health and safety rules.
- F. The parties agree that employees shall report to site management any condition that is considered to be, or potentially could be, dangerous to their health or safety or the well-being of their students. The employee reporting the problem will have the right to request a status report on the condition.
- G. Classroom Visitation
The principal/designee will consult with teachers prior to making appointments for classroom observations except in cases of classroom visitation by the Board of Education, District Administration and State and Federal authorities.
- H. Academic Freedom
 - 1. Teachers will participate and have teacher representation during the adoption of teacher materials and texts. Teachers will serve on district curriculum guide formulation committees.
 - 2. Teachers are to use research-based strategies and other materials that align to state and local standards and benchmarks to best meet the needs of students. Classroom teachers have the responsibility to ensure the materials, methods, and strategies meet the educational objectives of the lessons which align with the performance standards.

ARTICLE 11. EDUCATIONAL SUPPORT PERSONNEL (ESP) EMPLOYEES WORKING CONDITIONS

- A. The normal workweek for ESP employees shall not exceed forty (40) hours per week. The Superintendent may alter workweek structures to meet varying conditions and needs of the District. Employees will be notified at least one (1) week in advance of any modification to the workweek plan.
- B. Nonexempt employees subject to the minimum wage and overtime provisions of the Fair Labor and Standard Act may be required to complete an individual time card showing the daily hours worked.
- C. Time cards (reports) shall cover one (1) workweek and shall be completed at the close of each work day.
- D. Employees shall record their starting time, time out for lunch, time in from lunch, quitting time, and total hours worked for each work day.
- E. At locations with time clocks, employees shall use the time clocks as the way to record their starting time, time out for lunch, time in from lunch, quitting time, and total hours worked for each work day.

- F. Employees are not permitted to sign in or commence work more than fifteen (15) minutes before their normal starting time or to sign out or stop work later than fifteen (15) minutes after their normal quitting time without the prior approval of the school administrator/supervisor. If an employee voluntarily signs in before or after their work day the employee is not entitled to overtime or compensatory pay.
- G. Employees are eligible for compensatory time and overtime pay at overtime rate only on pre-approval from their immediate supervisor.
- H. All classified employees are required to take a lunch or meal break. Exceptions may be made for lunch periods per a voluntarily signed and written agreement between the employee and administrator.
- I. All employee time records shall be verified and signed by the school administrator/supervisor.
- J. Reporting another employee's time or falsifying one's own time is prohibited and may be grounds for disciplinary action including termination.
- K. Nonexempt employees who work more than forty (40) hours per week shall be awarded "compensatory time" at the rate of one and one-half (1 ½) hours for each hour of overtime work. In cases of emergency, when the employee cannot be immediately released for this time and one-half compensation, the Superintendent will make the decision as to paying the employee at the rate of time and one-half or having the employee take the time off at a future date. The hours must be approved by the immediate supervisor before an employee works overtime or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.
- L. Compensatory/overtime work shall be offered to employees on a rotational basis, starting with the most senior employee. District seniority shall be defined as the total length of continuous District service within the bargaining unit. For purposes of this Article, seniority will be computed from an employee's most recent date and time of hire, and will begin to accrue as of his/her first day of actual service within the bargaining unit. If an employee chooses to not accept the offer to perform the compensatory time/overtime work, the supervisor shall continue asking the next most senior employee until the offer is accepted. If an employee rejects the offer to work for compensatory time or overtime pay, the employee falls to the bottom of the rotation. In the event no one accepts the offer, the supervisor shall assign an employee to perform the compensatory time/overtime work.
- M. In situations where an employee is required to work a shift or assignment that is during a time that is not connected to the time before or after his or her regularly scheduled shift and the requirement results in his or her workweek exceeding forty (40) hours per week, the employee shall be paid at the rate of one and one-half (1 ½) hours for each hour of overtime worked.
- N. Compensatory time off shall be taken during the following pay period or workweek in which it was earned unless the use of compensatory time off would unduly disrupt the

operations of the District. In the event the supervisor determines compensatory time off during the week following the week it is earned would be unduly disruptive to the operations of the District, such compensatory time off may be taken as soon as is reasonably possible thereafter.

- O. This overtime compensation provision does not apply to exempt employees or to volunteers.
- P. Individual employee work schedules will be based on the position held by the respective employees and on District needs.
- Q. An employee may work overtime, provided that advance authorization is obtained from the supervisor in charge or, in the case of an emergency, authorization is obtained immediately upon completion of the work or as soon thereafter as practicable.

ARTICLE 12. EDUCATIONAL SUPPORT PERSONNEL (ESP) SAFETY PROVISIONS

Protective Clothing/Devices

- A. If an employee is required to wear protective clothing or any type of protective device in a particular job, the employer shall furnish such protective clothing or device. It is the responsibility of each individual employee to properly maintain such protective devices at all times and returns them to the employer when they are no longer needed. Upon termination, administrative or other extended leave all issued school property, including keys and uniforms shall be turned in to the employee's supervisor prior to issuance of his/her final pay check.

ARTICLE 13. TEACHERS/INSTRUCTIONAL STAFF - REDUCTION IN FORCE

- A. In the event of the unforeseen change in student population necessitating a reduction in the number of Teachers/Instructional Staff employed by the Board, reduction shall be based on district wide seniority within the endorsement area/job description, i.e., teacher, nurse, counselor, speech/language pathologist or occupational therapist.
- B. For purposes of this Article, seniority will be computed from an employee's most recent date of hire and will begin to accrue as of his/her first day of actual service in an endorsement area/job description. Seniority will continue to accrue during all paid leaves of absence and for a period of one (1) year from the effective date of a layoff.
- C. Teachers with the least district wide seniority within the endorsement area affected shall be first to be laid-off and shall be laid-off in the order of their rank on the seniority list with the least senior teacher being laid-off first.
- D. A bargaining unit employee displaced or identified for RIF will be offered any vacancy that the District has decided to fill within the bargaining unit for which the employee is qualified. A bargaining unit employee who rejects a position that has been offered will not be eligible for rehire. A Reduction shall be based on district-wide seniority within the classification affected. District seniority shall be defined as the total length of continuous

District service within the bargaining unit. For purposes of this Article seniority will be computed from an employee's most recent date and time of hire, and will begin to accrue as of his/her first day of actual service within the bargaining unit. Employees will remain on lay-off status for one year from the date of lay-off.

- E. Employees with the least district wide seniority within the classification affected shall be first to be laid off based on the inverse order of seniority as ranked on the seniority list.
- F. When a position again becomes available on a full time basis, employees who have been displaced from their positions pursuant to the above procedure shall be recalled in the reverse order in which they were laid-off. No new employee shall be hired into a classification for which an employee on RIF status is qualified.
- G. An exception to the previous paragraph would be if there were no employees on RIF status with appropriate qualifications for an open position.
- H. The employee will have recall rights for one year from the date of lay-off. Employees on lay-off shall not have their length of service broken. Other benefits shall be frozen for his/her use upon return within one year.
- I. In the event a laid-off employee is employed by another school district, business, or organization, the employee shall be allowed to complete his/her obligation of a two-week notice. If the employee fails to notify the District within five (5) workdays of his/her intent to return to employment from the date recall notice is received by certified or registered mail, his/her seniority, recall rights, and all other benefits with the District shall terminate.
- J. Employees on lay-off status may elect to continue their insurance coverage as per COBRA with employee paying the total premiums during the period of layoff or as per insurance regulations.
- K. When a teaching position again becomes available on a full time basis, teachers who have been displaced from their positions pursuant to the above procedure shall be recalled in the reverse order in which they were laid-off. No new teacher shall be employed, except for endorsement areas which employees on layoff status cannot or will not fill, until all previously employed teachers have had an opportunity to return to a teaching position.
- L. The District will ensure recall rights for one (1) year from the date of layoff. Teachers on layoff shall not have their length of service broken and shall accumulate seniority. Other benefits shall be frozen for his/her use upon return.
- M. In the event a laid-off teacher is employed by another school district, the teacher shall be allowed to complete his/her contracted obligation of thirty (30) calendar days notice and shall suffer no penalty. If the teacher fails to notify the District within ten (10) calendar days of his/her intent to sign a teaching contract within thirty (30) calendar days from the date recall notice is sent to him/her by certified or registered mail (mail not claimed within 5 days shall be considered delivered) his/her seniority, recall rights, and all other benefits with the District shall terminate.

- N. During a RIF situation a teacher shall lose seniority and recall rights for any of the following reasons:
1. Dismissal;
 2. Resignation;
 3. Failure to notify the District within ten (10) calendar days after having received notification to return to the school system pursuant to notice of recall. (This notification will be made by certified mail. Certified mail not claimed within seven (7) days shall be considered as delivered.
- I. Employees laid-off may continue insurance coverage as per COBRA.
- J. Non-operational teaching staff will have all rights of RIF that the teaching staff enjoy unless otherwise stipulated in contract.

ARTICLE 14. EDUCATIONAL SUPPORT PERSONNEL (ESP) REDUCTION IN FORCE

- A. Reduction shall be based on district-wide seniority within the classification affected. District seniority shall be defined as the total length of continuous District service within the bargaining unit. For purposes of this Article seniority will be computed from an employee's most recent date and time of hire, and will begin to accrue as of his/her first day of actual service within the bargaining unit. Employees will remain on lay-off status for one year from the date of lay-off.
- B. Employees with the least district wide seniority within the classification affected shall be first to be laid off based on the inverse order of seniority as ranked on the seniority list. Classifications are custodian, instructional assistant, bus driver and cafeteria worker.
- C. When a position again becomes available on a full time basis, employees who have been displaced from their positions pursuant to the above procedure shall be recalled in the reverse order in which they were laid-off. No new employee shall be hired into a classification for which an employee on RIF status is qualified..
- D. An exception to C. above would be if there were no employees on RIF status with appropriate qualifications for an open position.
- E. The employee will have recall rights for one year from the date of lay-off. Employees on lay-off shall not have their length of service broken. Other benefits shall be frozen for his/her use upon return within one year.
- F. In the event a laid-off employee is employed by another school district, business, or organization, the employee shall be allowed to complete his/her obligation of a two-week notice. If the employee fails to notify the District within five (5) workdays of his/her intent to return to employment from the date recall notice is received by certified or registered mail, his/her seniority, recall rights, and all other benefits with the District shall terminate. An employee shall lose seniority and recall rights for any of the following:
1. Dismissal
 2. Resignation

3. Failure to notify the District within five (5) workdays after having received notification to return to the school system pursuant to notice of recall. The notification will be made by certified or registered mail. Certified mail not claimed within five (5) days shall be considered as delivered.
- G. Employees on lay-off status may elect to continue their insurance coverage as per COBRA with employee paying the total premiums during the period of layoff or as per insurance regulations.

ARTICLE 15. EDUCATIONAL SUPPORT PERSONNEL (ESP) CONTRACTING AND SUBCONTRACTING WORK

- A. It is recognized that the Employer reserves the right to contract out or subcontract out any work which bargaining unit employees do not have the skill or ability to perform, which involves the use of equipment not in the possession of the Employer, or the installation or construction of equipment, machinery or materials wherein the manufacturer, producer or supplier gives a guarantee on the life of the materials or the satisfactory operation of the equipment or machinery that is conditioned upon the installation or construction by persons other than the employer's own work force.
- B. It is agreed that the Employer may, at any time, contract out or subcontract out work not of a routine nature, or work which is not feasible to perform with its own employees, due to their existing workload, provided, however, that the Employer shall not contract out work which its own full time employees are capable of performing and that would deprive employees of a normal week's work.
- C. Nothing in this agreement shall be construed to prohibit the acceptance by the LMSD of any gift or donation of work or services; provided, however, that such a gift or donation does not deprive any member of the bargaining unit a normal work week.
- D. It is further agreed that any federal, state or other governmental funded work program personnel may be used by the Employer to carry out the functions of its operations or to assist custodial employees in the performance of their duties. All duties to be performed at a given school by such federal, state, or other similarly funded work program personnel will be those approved by the principal. The principal may delegate direct supervision of such personnel. Federal, state or other similarly funded work program personnel will not be utilized to fill full time or temporary vacancies within the bargaining unit in lieu of full time employees.
- E. Any grievance arising out of this Article will be subject to the normal grievance procedure.
- F. Full time employee, for this contract, is defined as a regular employee.
- G. The parties agree that employees may be required to attend professional development and/or training sessions in order to achieve and/or maintain certification and/or acquire new skills related to the performance of their jobs.

ARTICLE 16. LEAVES

A. Sick Leave

1. Sick Leave for District personnel is a designated amount of compensated leave that is to be granted to a staff member who, through personal or family illness, injury, or quarantine, is unable to perform the duties assigned. Family, for purposes of sick leave, shall include: spouse, like relations created by marriage (e.g. stepchild, father-in-law, etc.), children, parents, siblings, and grandparents.
2. Family illness, for purposes of sick leave, shall not exceed a period of three (3) days, unless an approval is granted by the Superintendent.
3. Sick leave may include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days.
4. Each staff member shall be credited with a sick leave allowance at the rate of one (1) days per month up to ten (10) or twelve (12) days, determined by the number of months employed:
 - a. Twelve-months' employment: 12 days
 - b. Ten-months' employment: 10 days
5. The unused portion of such allowance shall accumulate to a maximum of ninety (90) days, at which time no more sick leave can be earned. As accumulated sick leave days are used and drop below ninety (90) days, an eligible employee may again accumulate sick leave up to the maximum limit.
6. When a staff member exhausts all days of accumulated sick leave, an unpaid leave of absence must be requested, pursuant to District policy.
7. Sick leave of any staff member who does not serve a full school year shall be prorated at the rate of one (1) day per month. Sick leave may be used for childbirth during the time the physician verifies that the employee is physically unable to perform her normal duties. If the employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.
8. Upon request, the staff member shall inform the Superintendent of the following:
 - a) Purpose for which sick leave is being taken
 - b) Expected date of return from sick leave
 - c) Where the staff member may be contacted during the leave.
 - d) Sick leave is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, procuring medications or other prescribed materials, convalescing at home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner (with verification required if requested by the Superintendent).
 - e) The District may, at District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of sick leave is appropriate or 2) whether return to duty is appropriate.

- f) Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

B. Personal Leave

1. Each staff member may be granted personal leave not to exceed two (2) days per year with the understanding that a salary deduction of the current substitute costs for the position will be taken. No more than ten percent (10%) of the staff or other groupings of employees may take personal leave at any one time. Requests for personal leave must be received at least four (4) working days prior to the first day of leave unless considered an emergency by the approving administrator, and must be approved by the principal.
2. Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one (1) time.
3. Personal leave will not be granted during the following periods without written approval of the Superintendent or designee:
 - a) On the day immediately preceding or following a holiday or vacation
 - b) During the first two (2) weeks of school or the last two (2) weeks of school.

C. Victims Domestic Abuse Leave

1. An employee will be allowed intermittent paid or unpaid leave time of up to fourteen day (14) s in any calendar year for up to eight hours in one day for the purpose of:
 - a) Obtaining or attempting to obtain an order of protection or judicial relief from domestic abuse.
 - b) Meeting with law enforcement officials, consulting with attorneys or district attorneys' victim advocates or attending court proceedings related to domestic abuse of the employee or the employees' minor child.
2. The leave will be allowed in increments of one half (1/2) day of the normal work day for the employee.
3. Such leave shall include any and all leave, compensatory time or any other paid for time off available to the employee before the imposition of unpaid leave time. The Superintendent may authorize up to fourteen (14) days of leave for the victim abuse purposes indicated above.
4. When the leave is taken an emergency notice must be given to the Superintendent's office within twenty-four (24) hours of the type of leave requested. Other policies on notice for absence may apply. Verification will be required in the form of:
 - a) A court order or other court evidence of the incident of domestic abuse;
 - b) A written statement of appearance or schedule to appear as a victim or on behalf of a minor child victim in a domestic abuse incident made by an attorney, advocate or law enforcement official knowledgeable of the appearance. Confidentiality of any disclosed material and a position of non-retaliation for use of such leave will be maintained by the district.

D. Emergency Responder Leave

An employee serving as a volunteer emergency responder in a declared emergency of up to ten (10) regular business days by the State Governor or President of the United States may not be terminated, demoted or discriminated against in the terms and conditions of employment. The employer may charge regular pay against the employee for the time the employee is absent from employment due to service as an emergency responder.

E. Professional / Support Staff Leaves of Absence without Pay

The District recognizes that on occasion extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the District. To address such situations, a leave of absence, without pay, may be granted a member of the certificated or support staff for not longer than one (1) year.

1. Leave of absence may be requested for, but not limited to, the following purposes:

- a) For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented.
- b) To provide for an unpaid leave in a situation where the employee will be absent from work because of (1) a reason that conforms to a policy currently in effect but the maximum number of days provided for in that policy will be exceeded, or (2) failure to report to work without prior notification to the Superintendent.
- c) For a leave of absence that benefits or is in the best interest of the District, as determined by the Board upon review of the application.
- d) For leave under the Family and Medical Leave Act.

2. A leave of absence requested pursuant to this policy may be:

- a) Approved by the Superintendent if the leave period does not exceed twelve (12) weeks; or
 - b) Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds twelve (12) weeks.
 - c) A request for leave of absence shall not be denied by the District if the employee is entitled to the leave under the Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the District, in its sole discretion. Each request for such a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reasons for its necessity or desirability, and any other information the applicant deems relevant to the request.
3. The leave of absence shall be only for the purpose and duration approved and may not be extended without written approval by the District.
 4. All rights of continuing status (certificated teachers only), retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted. All accrued sick, vacation, personal, and other paid leave shall be applied to the leave period unless otherwise agreed to by the District or prohibited by the Family and Medical Leave Act.

F. Family and Medical Leave Act (FMLA)

The District shall fully comply with the Family and Medical Leave Act (FLMA), all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor, and Board Policies in effect from time to time that cover specifics regarding the FLMA.

G. Military Leave/Legal Leaves

1. The Board recognizes the fact that its employees have citizenship responsibilities. In order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, the Board will grant leaves when an employee is called to military services or to attend training for the Military Reserve or National Guard.

2. Voting.

Any employee whose work day begins more than two (2) hours after the time of opening the polls or ends more than three (3) hours prior to the end of closing the polls will not be allowed time off to vote. If the above conditions do not apply, the employee will be allowed time to vote as long as the time to vote does not interfere with the instructional program.

3. Subpoenas.

The District shall not discharge, discipline, or otherwise penalize an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. The leave will be charged to the District if the subpoena is related to school business or upon the District's request. It will be without pay or charged to personal business otherwise.

4. Jury Duty

- a) It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.
- b) Only the regular salary may be received by an employee on jury duty except that mileage paid for jury duty is the property of the employee.
- c) It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
- d) An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed.
- e) The supervisor may request any employee to provide a sealed notice verifying his/her attendance for jury duty. The notification is easily obtained from the court clerk upon request; however, it will only be sealed at the end of the day.

H. Military Leave

1. An employee who is a member of the Army or Air National Guard or Army, Air Force, Navy, Marines or Coast Guard Reserves shall be given not to exceed fifteen working

days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled.

2. An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.
3. The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:
 - a) Was employed by the District.
 - b) Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
 - c) Has a cumulative period of service in the uniformed services not exceeding five (5) years.
 - d) Was not released from service under dishonorable or other punitive condition.
 - e) Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

I. Sabbatical Leave

Upon approval as a part of compensation plan the Board may grant sabbatical leave to licensed teaching and administrative personnel for a maximum of one (1) year in accordance with 22-10A-35 through 22-10A-38 NMSA 1978, and 6.66.4.8 NMAC

J. Bereavement Leave

- a) An employee may be granted up to five (5) days of leave with pay to be used in the event of the death of a spouse, parent or child. An employee may be granted, upon request to the Superintendent, up to three (3) days of leave to be used in the event of death of other members of the family as defined in this agreement. If requested, one (1) additional day leave with pay may be granted when travel out of town is required in excess of four hundred (400) miles but less than eight hundred (800) miles, and two (2) additional days if miles exceed eight hundred (800) miles. Bereavement leave is not cumulative.
- b) Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's earned sick leave. In the absence of any earned sick leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

K. Funeral Leave

Employees may be excused, without loss of pay, for a period of up to four (4) hours to attend funeral services of relatives, other than those defined as immediate family in the bereavement leave, and/or friends, provided prior approval is given. Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests at any one (1) time.

ARTICLE 17. SICK LEAVE BANK

- A. Definition: a sick leave bank is established for members of the bargaining unit and is available to all employees if agreed to by the parties.
- B. The purpose of this bank is to aid unit employees who have exhausted regular sick leave and need additional sick leave because of a catastrophic* medical condition, serious accident or disability, which renders the employee incapable of working.
- C. Each unit employee will have the option of joining (contributing) or rejecting the bank within the first twenty (20) work days of original date of employment or within the first twenty (20) work days of each school year.
- D. Each unit employee who joins the bank will contribute two (2) day of sick leave at the beginning of each school year or upon employment. No contribution will be required of continuing members at the beginning of a school year if the number of days in the bank exceeds 300. When the number of days in the bank falls below 250 during a school year, each member will automatically contribute one (1) additional day to the bank at the first of the month following the day the bank falls below that number. If an employee has no sick leave available, the additional day(s) due will be given the following contract year.
- E. Each employee will sign an authorization at his/her work site specifying participation or non-participation in the sick leave bank. The Association Representative will deliver the forms to the appropriate central office clerk at the end of the twentieth work day. The day will then be deducted from the individuals' sick leave and credited to the bank.
- F. Each contributing unit employee who exhausts his/her sick leave and is not able to return to work may apply for up to twenty (20) additional days per year from the bank. Applications will be considered by a review committee, which will take action upon such request by using specific criteria as contained herein. In the event of a new or reoccurring medical condition, accident or disability, the employee may reapply for up to ten (10) days of additional leave.
- G. The review committee will consist of two teachers, one secretary, one associates and one administrator. The teacher, secretary and associate members will be appointed by the Association president upon recommendation from the respective groups, and the administrators by the Superintendent. The review committee will establish guidelines to be followed. These will be published and prominently displayed in each building.
- H. An employee who has exhausted all his/her sick leave and sick leave bank allowance due to a serious illness may be eligible for an additional twenty (20) days maximum from an employee(s) who chooses to donate these days out of his/her sick leave days. Under no circumstances will an employee solicit days from other employees. The employee(s) willing to donate his/her days to another employee will make arrangements through the Sick Leave Bank Committee.
- I. Retirees may contribute up to twenty (20) days of remaining sick leave to the sick leave bank upon their retirement retroactive from the implementation of the current contract to July 1, 2017. After July 1, 2017, only ten (10) days can be contributed by a retiree.

- J. In order to qualify for consideration to receive days from the bank, employees will meet the following criteria:
1. The applicant is a regular employee of LMSD which is defined as one who contributes to the ERB.
 2. The applicant is an active contributor to the bank.
 3. The applicant has exhausted all his/her personal, emergency, annual and sick leave.
 4. The applicant is incapable of returning to work as a result of a catastrophic medical condition, disability, or serious accident rendering him/her incapable of returning to work at the present time as verified by a written diagnosis and a recommendation from a licensed physician.
 5. The applicant has a member of his/her immediate family, defined as children or spouse, in a life threatening situation
- K. Exclusions to consideration are:
1. Pre-existing conditions known to exist by the employee on or before the date of joining the Sick Leave Bank will not be covered under the provisions of the Sick Leave Bank, except under the following guidelines:
 - a. If any sick leave days have been incurred for an illness, surgery, or injury during the ninety (90) days before the date the employee joined the Sick Leave Bank, the employee may not request additional days from the Sick Leave Bank until the condition has caused no use of sick leave for Ninety (90) days after joining.
 2. Medical conditions already covered by the FMLA.
 3. The applicant is covered by Worker's Compensation.
 4. Drug or alcohol related illnesses.
 5. The applicant's individual short or long-term disability insurance becomes activated.
- L. Days left in the bank at the end of the school year will be carried over to the following school year.

***Catastrophic condition is defined as: a serious incapacitating/debilitating physical or mental condition necessitating extended medical care as documented by a physician.**

ARTICLE 18. EDUCATIONAL SUPPORT PERSONNEL HOLIDAYS

- A. The following days shall be recognized as holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve, Christmas Day, Day following Christmas, and New Year's Eve. Holidays can be changed or adjusted by negotiated agreement of the parties and a signed MOU. The MOU will only be effective for that fiscal school year.
- B. Each full time employee, actively employed prior to a recognized holiday, who does work on such holiday, shall be paid at the rate of time and one-half (1+1/2) of his base hourly wage rate as holiday pay. If an employee is required to work, due to emergency conditions, on a recognized holiday, he/she shall be paid at time and one-half (1+1/2). Any hours worked in excess of eight on a recognized holiday shall be paid at a rate of two

times their regular hourly rate.

- C. It is further understood and agreed, however, that no day on which regular school classes are in session shall be observed as a holiday. If a recognized holiday falls on a regularly scheduled school day, an employee shall be paid for working that day on the basis of a normal working day, then the employee shall take this as an additional day in conjunction with his/her vacation.
- D. Whenever a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a recognized holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- E. For the purpose of this article a holiday is defined as the twenty-four (24) hour period beginning at 12:01 a.m. on the day observed as the holiday.
- F. If a recognized holiday falls within the period of an employee's vacation, the employee shall be permitted to extend his vacation by the number of holidays that fall within his/her vacation period. Should a recognized holiday fall while school is in session, then the employee shall be permitted to substitute those day(s) for time off during the Spring or Winter break.

ARTICLE 19. EDUCATIONAL SUPPORT PERSONNEL VACATION

- A. Subject to the conditions set forth in this Article, full time employees shall be entitled to vacation days based on years of experience with the District.
 - 1. Employees who have worked up to ten (10) years with the District shall receive twelve (12) days of vacation earned at a prorated rate of .5 per pay period.
 - 2. Employees with ten (10) years or more shall receive fifteen (15) days of vacation earned at a prorated rate of .625 per pay period.
- B. Working time lost by a permanent employee as a result of authorized absence due to sick leave, catastrophe leave, personal emergency leave, recognized holidays and vacations shall be counted as time worked in computing the full time employee's continuous service for the purpose of determining the amount of vacation to which he/she is entitled.
- C. All prior year earned Vacation days must be taken two (2) weeks prior to the start of school, unless the employee and the appropriate supervising Administrator mutually agree upon another time in writing. Vacations due an employee may be used by him/her to extend his/her sick leave, if necessary, or during an absence due to illness in the full time employee's immediate family provided the employee obtain written authorization from the supervising administrator in advance of his leave.
- D. All requests for vacation dates shall be filed with the custodial supervisor, on forms provided by the Employer, at least seven (7) working days prior to the vacation period requested. This form should be signed off on by the principal at the work site and forwarded to the custodial supervisor. In case of conflict, requests shall be granted based on the earliest date of request submission. The Employer will endeavor to grant vacation dates requested.
- E. ESP employees on twelve (12) month contracts are eligible to carry over from one contract year to the next up to twenty (20) vacation days.

- F. Upon the death of a full time Employee his accrued but unused vacation, if any, shall be paid to his designated beneficiary on his Educational Retirement Association application form.
- G. When a full time Employee who has completed one or more years of continuous service is leaving the service of the Employer for any reason, he shall be entitled to a prorated vacation payment based upon the number of days of continuous service completed at his date of termination; provided, however, that an employee who resigns shall forfeit such payment if he fails to give his supervisor fifteen (15) days written notice of his resignation. A full time employee who gives such notice shall be guaranteed fifteen (15) days of work unless a replacement becomes available in less than fifteen (15) working days and the Employer and the full time employee mutually agree to an earlier termination date, in which case pay will be due the full time employee only for the days actually worked.
- H. Employees, with the Supervisor's approval, may request vacation days as long as the days do not interfere with special activities.

ARTICLE 20. TEACHER/INSTRUCTIONAL SUPPORT EVALUATION

- A. Licensed employees will be evaluated in accordance with Public Education Department regulations. The purpose of the teacher performance review is to aid teachers and supervisors in the improvement of quality instructional services to students.
- B. The performance of all employees shall be evaluated in writing. The evaluation shall be conducted using State and District process and procedures. Evaluations shall be conducted by the employee's building principal or assistant principal or other certified administrator.
- C. All monitoring, observation, and a data collection of the performance of an employee shall be conducted openly and with the full knowledge of the employee.
- D. A Performance Growth Plan (PGP) may be initiated whenever the employee's administrator has reason to believe that the employee's performance may not meet the competency standard for the level of licensure or the employee's summative evaluation is at a level that requires an improvement plan within the design of the State and District. The original PGP may be carried over to the next year.
- E. Recognizing that the evaluation process as described above is to improve teacher performance and student instructional services, the District retains the sole and exclusive right to determine a person's continuing employment and that determination is in local control outside of the influence of the defined evaluation process.
- F. An employee shall be entitled to have present a representative of NEA-Loving when known or possible disciplinary or corrective action is or could be taken in regard to any evaluation or growth plan. The administrator and employee shall develop the PGP collaboratively. When the employee is placed on a PGP the administrator will make a good faith effort to suggest improvement action and to give the employee a reasonable amount of time and resources to make the improvement before evaluating the employee's performance again.
- G. Performance Growth Plan (PGP)
 - 1. Classroom observation(s) will be completed, reviewed, and discussed with the

- employee. Written feedback will be provided on formal scheduled observations.
2. The PGP will address instructional competencies and will be collaboratively developed by the administrator and the employee and will include target dates to complete activities. The PGP is a written tool that will be used to improve instruction and may be used as part of an employee's evaluation with the intent to achieve success through measurable goals.
 3. Written documentation of employer and employee signatures must be in evidence to support the collaborative effort between administrator and employee to correct the area of concern.
 4. It is the employee's responsibility to carry out the PGP objective(s) and to meet the goals of the plan with the administrator's assistance.
 5. Consequences for failure to correct the goal(s) as stated on the LMS Performance Growth Plan form may result in further progressive discipline including discharge or termination.

ARTICLE 21. ESP EVALUATION

Current Practice

ARTICLE 22. GRIEVANCES

- A. A "grievance" is a claim by NEA-Loving or by one or more employees in the bargaining unit that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
 - B. Grievance timelines may be extended by mutual written consent.
 - C. The District and the Association will collaboratively develop all forms to be used in grievance processing. All grievances, responses, and appeals must be filed on appropriate forms as provided by the District or the Association or must follow the same format as the collaboratively developed forms.
 - D. In the event that an aggrieved party believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building principal or immediate supervisor either personally or accompanied by an NEA-loving representative within five fifteen (15) work days of the alleged violation of the agreement or the time one should reasonably have known of the occurrence. If the employee desires to be accompanied by an Association representative(s), notification must be provided in advance of scheduling the meeting. The immediate supervisor may also have a representative(s) present. This is the informal oral step of the grievance process.
 - E. All grievances will state the specific Agreement item violation, state how the employee was harmed, and state the remedy being sought.
 - F. Failure to meet timelines specified herein shall result in the dismissal of the grievance.
- Step 1 (Supervisor)
1. If, as a result of the informal discussion with the building principal or immediate supervisor, a grievance still exists; the grievant may invoke the formal grievance procedure on the

grievance form to be developed by the parties. A copy of the grievance form shall be delivered to the principal or immediate supervisor. The form shall be signed and dated by the grievant and a representative of the Association. The written grievance must be filed within the Superintendent's Office's office within five (5) days of the grievance, or within five (5) days of the informal step. No grievance shall be processed unless an informal discussion with the building principal or immediate supervisor has been held..

2. Within five (5) workdays of receipt of the grievance, the principal or immediate supervisor shall meet with the grievant and/or the union in an effort to resolve the grievance.
3. The principal or immediate supervisor shall indicate disposition of the grievance, in writing, within five (5) workdays of such meeting and shall furnish the grievant and NEA-Loving a copy.
4. If the principal or immediate supervisor does not have the authority to resolve the grievance, the grievance shall be initiated at Step 2.

Step 2 (Superintendent or Designee)

1. If the grievant/NEA-Loving is not satisfied with the disposition of the grievance by the principal or immediate supervisor, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be advanced to the Superintendent's Office.
- 2.. The Superintendent or designee will meet with the grievant and/or NEA-Loving designee if requested by grievant within seven (7) workdays after receiving the written grievance in an effort to resolve the complaint.
3. The Superintendent or designee will respond in writing to the grievant/NEA-Loving within five (5) workdays.

Step 3 (Arbitration)

1. If the grievant and/or NEA-Loving is/are not satisfied with the disposition of the grievance at Step 2, the grievant may proceed to arbitration. The grievant has ten (10) work days after receipt of the Superintendent's written disposition to file for arbitration.
2. The parties shall attempt to jointly identify an arbitrator. If the parties cannot mutually agree within seven (7) work days as to an arbitrator, the Federal Mediation and Conciliation Service shall be requested, by both parties, to provide a list of five (5) arbitrators. Once names are received, the party requesting arbitration shall have the right to strike the first name, the other party shall then strike one (1) name. The process will be repeated until one (1) person remains, who shall be requested to issue a decision as soon as practicable after conclusion of testimony and argument.
3. The Board and NEA-Loving shall not be permitted to assert in such arbitration proceeding, any evidence not previously disclosed to the other party. The decision would be final and binding on both parties.
4. The parties agree to comply with arbitrator requests and rules of discovery.
5. The fees and expenses of the arbitrator shall be shared equally by the parties. Each side will pay expenses for its own witnesses and transcription. If transcription is requested by the

arbitrator, both parties will share the expenses.

6. The time limits provided herein shall be strictly observed but may be extended by written agreement of the parties.
- G. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association, within fifteen (15) work days (30 calendar days during summer break) after the Association knew or should have known of the occurrence of the event upon which the grievance is based, may initiate and submit such grievance in writing to the appropriate supervisor's Level, or, if the appropriate Supervisor does not have the authority to remedy the matter or a supervisor for the issue does not exist, at the Superintendent's Level. The Association has the right to initiate a grievance to the Superintendent directly, and the processing of such grievance will commence at Step 1. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved employee who wishes to do so.
- H. If a grievance arises from action or inaction on the part of the administration at a level above the principal or immediate supervisor, the aggrieved employee, within fifteen (15) workdays (30 days during summer break) after he/she knew or should have known of the occurrence of the event upon which the grievance is based, will submit such grievance in writing to the Superintendent's Office/designee and the Association directly and the processing of such grievance will be commenced to Step 2. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.
- I. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The name(s) of the grievant will remain confidential.
- J. An employee who is required to be engaged during the school day in the presentation of a grievance or who is a witness in grievance meeting/hearing proceedings shall be released from regular duties without loss of pay.
- K. Any party in interest may be represented at all stages of the grievance procedure by himself/herself or, at his/her option a representative selected or approved by NEA- Loving. NEA-Loving may have its representative present at all steps in the procedure as requested by the grievant. Nothing contained herein shall limit an individual employee from processing a grievance as an individual.
- L. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, or other necessary documents, shall be prepared jointly by the Superintendent's Office/designee and the President of NEA-Loving/designee and made available to members of the bargaining unit.
- M. All meetings and hearings under this procedure shall be conducted in closed session and shall include only parties in interest and designation or selected representatives as stated above.
- N. The District agrees to make available to the aggrieved person and NEA-Loving all pertinent information not privileged in its possession or control. NEA-Loving agrees to

make available to the District all pertinent information in its possession or control.

ARTICLE 23. NON-INSTRUCTIONAL DUTIES

- A. The District and the Association acknowledge that an instructional employee's primary responsibility is to provide instructional services. Non-instructional duties shall be defined as duties outside the parameters of the core disciplines (instructional disciplines) taught within a school day. All personnel shall be provided duty free lunch period of not less than thirty (30) minutes unless provided for by mutual negotiated agreement. The lunch period may be lengthened at the discretion of the school unit or work site. Noon duty assignments may be given to employees only with the employee's permission and shall be compensated by the amount set annually by the Board of Education and the Association.
- B. Non-instructional duties will be assigned equitably per site on a rotation basis, as determined by each site. Staff will do their category of non-instructional supervision of students per rotation. Employees and the site administrators are encouraged to work collaborative on strategies for the reduction of and/or alternatives to non-instructional duties.
- C. Teachers will not transport students in teacher-owned vehicles.
- D. Teachers will not knowingly leave a student unsupervised at a school site before or after school hours. The teacher will notify administration or legal authorities if parents cannot be contacted.

ARTICLE 24. DISCIPLINARY ACTION

- A. Whenever an employee is required to appear before an administrator or supervisor to respond to allegations which may result in disciplinary action or when discipline action is being considered, the employees has the right to be accompanied by an Association representative to advise or represent them during meeting(s).
- B. Role of a representative is to serve as a support base for the employee. The representative shall be allowed to speak, seek clarity of the issue(s), and be allowed to caucus with the employee during an investigatory interview, during a predetermination meeting, but the representative may not impede the investigation in any way. Employees shall be treated in a manner appropriate for the professional relationship. An employee's confidential work performance and/or evaluation will not be discussed in the presence of students, parents, co-workers, or members of the public.
- C. Employees may request to be accompanied by a union representative to advise them during a meeting with their principal or supervisor on related matters. Such request shall not be unreasonably denied. If the reason(s) given relate to possible disciplinary action or work performance, the employee may be accompanied by a representative of his/her choice. The conference will be scheduled within 48 hours and at a time that is convenient to the parties, not to include weekends or holidays. No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage based on a decision, which is unsupported in fact. These include the employee's right to be

apprised of allegations or charges, and progressive discipline appropriate to the specific action or incident.

- D. Procedural due process standards shall be present throughout the progressive disciplinary process.
 - 1. If action is taken to discipline and/or reprimand in writing, transfer or suspend the employee, the employee shall be notified and upon request have the right to notification in writing with the reason(s) therefore and shall have the right of appeal of the grievance procedure after the action is taken.
 - 2. An administrator may place an employee on immediate administrative leave with pay to ensure the physical and emotional safety of students, co-workers, and/or the employee and to maintain order in the workplace. In the event an employee is suspended with pay pending an investigation, the District shall conduct an administrative meeting prior to implementing any disciplinary action and will provide written allegations/charges against the employee. The written notice will also provide the date and time for the redetermination meeting with the employee, and will be held as soon as practicable but no later than ten (10) workdays after the investigation is completed.

ARTICLE 25. NO STRIKE PROVISION

The Association agrees that neither the Association nor its members will engage in a strike, unless permissible under P.E.B.A.

ARTICLE 26. DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification by the parties as of December 15, 2015, or resolution of impasse, whichever is later, and shall remain in full force and effect through June 30, 2018. Except as modified by agreements, all provisions of these Agreements between the parties shall continue in full force and effect. If a successor Agreement is not agreed to and ratified by June 30, 2018, this Agreement shall remain in effect until modified by a successor agreement.
- B. Salaries, pay differentials and up to two (2) additional topics per party shall be opened each year of this Agreement. Such negotiation shall begin on or before April 1 of each year or as agreed to by the parties.
- C. This Agreement may be altered by mutual consent of the District and the Association. Such alterations will replace or add to this Agreement and be in full force and effect only upon approval in writing of both parties.

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOVING MUNICIPAL SCHOOLS
AND
NEA-LOVING

RE: PROFESSIONAL GROWTH PLAN DEVELOPMENT

The parties recognize that licensed employees and administrators perform different duties and have different roles in education.

Collaboration is critical in the decision-making process regarding professional development and professional growth. Individual and site needs as well as State and Federal requirements/mandates should always be taken into account when decisions are being made.

It is suggested that a Professional Growth Plan (PGP) be initiated with a licensed employee whenever the employee's administrator has concerns that an employee's performance may not meet the competency standard for the level of licensure held by the employee. In such cases, the administrator should notify the employee and clearly identify the specific concern(s) necessitating the growth plan in order to provide sufficient support and time for the employee to make necessary improvements.

The PGP should not be considered as meeting any State administrative code requirements regarding evaluation, but is a plan designed to guide administrators in assisting licensed employees. It is the employee's responsibility to implement and meet the goals of the plan.

The parties agree that PGPs should include the following, when applicable:

1. PGPs should be developed collaboratively. PGPs should be developed so that they address specific observed deficiencies that have previously been brought to the employee's attention but have not been corrected.
2. Timelines for improvement should be reasonable and attainable.
3. The interim review dates and the expected completion dates will be collaboratively developed, agreed upon and stated in the PGP.
4. Support activities could include coursework, workshops, conferences, action research, book studies, peer intervention, mentoring, etc.
5. How growth will be measured should be clearly defined.
6. Review date frequency should be agreed upon.

Loving Municipal Schools

National Education Association-Loving

Date

Date

**Licensed and Educational Support Personnel Right to Representation Form
Loving Municipal Schools**

At the beginning of each school year, or upon employment with Loving Municipal Schools, employees will receive this Right of Representation Form, which informs them of their right to representation on certain employee/employer matters. This signed form will be signed by the employee and maintained at the school site and in the employee's personnel file.

In the event a supervisor meets with an employee on an evaluation or administrative intervention, the supervisor will inform the employee of his/her right to representation and will provide the employee with this "Right to Representation Form."

When an administrator requests a meeting with an employee that is of a disciplinary nature or might become disciplinary, the employee will be notified as to the purpose of the meeting when the meeting is requested by the supervisor.

If any meeting with a supervisor becomes disciplinary in nature, the employee has the right to stop the meeting and obtain representation.

I am aware of my rights to obtain representation during any meeting that is disciplinary in nature or might become disciplinary in nature.

Employee Signature

Date

TO BE COMPLETED AT ANY SUBSEQUENT MEETING

I have been afforded the opportunity to contact my representative to be present during a meeting on

_____.

_____ I wish to have representation at the above-referenced meeting

_____ I decline representation at the above-referenced meeting

Employee Signature

Date

Immediate Supervisor Signature

Date

Association Representative (if present)

Date

Copy to files and employee