

ARTICLE 1 RECOGNITION

1. The District recognizes the Federation as the exclusive representative for all classified employees excluding the following:
 - a. Administrative Assistant for Superintendent
 - b. Technology Supervisor
 - c. Specialist III for Payroll
 - d. Finance Level I, II, and III
 - e. Secretary/Maintenance Supervisor
 - f. Insurance Specialist
 - g. Special Ed Specialist II and III
 - h. Belen High School Secretary for Principal
 - i. Human Resources Specialist Level I, II, and III
 - j. Computer Technician Level I, II, and III
 - k. Administrative Assistant to the Director of Special Education
 - l. Employees in the Transportation Department

ARTICLE 2 GENERAL PROVISIONS AND AGREEMENT CONTROL

The District and the Federation recognize that the District has certain powers, discretion, and duties that, under the constitution and laws of the State of New Mexico, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law by a Court of competent jurisdiction or the Legislature, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

The District recognizes and respects the Federation's rights to represent all members of this bargaining unit and to negotiate with the Belen Board of Education, through its designated representative(s), regarding wages, hours, and other terms and conditions of employment.

In case of any conflict between the provisions of any Board or Federation policy, and any provision(s) of this Agreement, the provisions of this Agreement shall control.

An emergency is defined by this Agreement as an unexpected happening, occurrence, or condition as determined by the District.

ARTICLE 3 NEGOTIATION PROCEDURES

Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no later than one hundred twenty (120) days prior to this Agreement's termination date. Negotiations will begin no later than ninety (90) days prior to the expiration date unless mutually agreed to by both parties.

The Federation and the District will jointly agree to recognize all procedures established within the Ground Rules of Collective Bargaining. Any and all State and Federal laws shall be recognized.

ARTICLE 4 MANAGEMENT RIGHTS

The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico. The District shall also have the management rights outlined below:

- A. The administration of all matters covered by this Agreement shall be governed by applicable constitutional provisions, Federal and State laws, and the policies adopted by the Belen Consolidated School Board. The Agreement shall at all times be applied subject to such constitutional provisions, Federal and State laws, and Board policies.

- B. The District shall retain the right, in accordance with applicable Federal and State laws and Board policies:
 - 1) to determine the mission of the District and its schools and departments;
 - 2) to set standards;
 - 3) to exercise control and discretion over District organization and its operations;
 - 4) to direct employees of the District;
 - 5) to hire, promote, transfer, assign, and retain employees in positions within the District; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
 - 6) to relieve employees from duties because of lack of work, decrease in student enrollment, programmatic changes, or for other legitimate reasons;
 - 7) to maintain the efficiency of the operations entrusted to the Administration;

- 8) to determine the methods, means, and personnel by which such District operations are to be conducted; and
 - 9) to take whatever actions may be necessary to carry out the functions and mission of the District and maintain uninterrupted service to its students in situations of emergency.
- C. Strikes, slowdowns, and interruption of the services or operations of the District are prohibited. Any such action by an employee is considered just cause for termination.
- D. All wages and other benefit agreements are subject to necessary funds being made available by the New Mexico State Legislature and other sources.

ARTICLE 5 EMPLOYEE RIGHTS

1. Public employees, other than management, supervisory, and confidential employees, pursuant to the Public Employee Bargaining Act, have the right to form, join, or assist a labor organization for the purpose of collective bargaining through representatives chosen by public employees without interference, restraint, or coercion and shall have the right to refuse such activities.
2. Both parties recognize that bargaining unit members have all rights under the federal and state constitutions, laws, and regulations.
3. A bargaining unit member may request to be accompanied by a federation representative of the bargaining unit member's choice to act as an observer/advisor to the bargaining unit member at any disciplinary or investigatory meeting with a district official. Requests for accompaniment shall not unduly delay the meeting for more than one (1) workday. If the bargaining unit member poses an immediate danger to themselves or others, the meeting shall not be delayed.
4. Any criticism of a bargaining unit member by a District administrator or supervisor concerning the bargaining unit member's behavior or performance will be made in confidence with the bargaining unit member and not in the presence of students, parents, other District employees or members of the public.

5. A probationary period for classified employees shall end upon an employee signing a third consecutive contract with the district.
 - a. During the probationary period, a classified employee may be discharged or terminated for failure to perform responsibilities and duties as defined in their job description, failure to adhere to board policies and administrative regulation, and or violation of state or federal statutes. During the probationary period opportunity for hearing or statement of cause shall only be in accordance with applicable State of New Mexico statutes for discharge or termination.
 - b. Non-probationary employment and acquisition of non-probationary employee status shall not imply rights to continuation of employment from year to year.
6. In the event that a non-probationary employee is discharged, suspended or terminated, that employee shall be notified in writing of the action, and the reasons, and shall have the right to file a grievance as provided for in Article 11, Grievance Procedure.
7. Probationary employees may be discharged, suspended or terminated with such action not subject to the grievance procedure.

ARTICLE 6 FEDERATION RIGHTS

1. The following rights and privileges shall be granted exclusively to the BFSE as exclusive representative for all employees in the bargaining unit. These rights shall not be granted to any other labor organization.
 - 1.1 BFSE membership dues shall be deducted for all employees who authorize the deductions. Request for membership dues deductions shall be honored by the District provided that the deduction request is submitted to the District's payroll office on a form authorized by the BFSE. The dues deductions shall be made from the employee paychecks for each pay period unless otherwise agreed to by the parties. Authorizations for deductions must be submitted at least two (2) weeks prior to the date on which the deduction will be made. The dues deductions shall be transmitted to the BFSE on each pay date at which the dues deductions were made. Employee dues deductions shall be continuous and may

be terminated at any time provided the employee submits a written notice to the BFSE treasurer or President with a copy to the payroll office at least ten (10) days prior to the effective date of termination of deductions.

- 1.2 The BFSE can use the inter-school mail service, e-mail, school mail boxes, school PA systems, and bulletin boards in areas frequented by bargaining unit employees subject to the following:
- a) All materials must contain the date of the posting and the identification of the BFSE and must be signed by a BFSE Officer. All e-mail must contain the identification of the BFSE in the reference line by a BFSE Officer.
 - b) A copy of all postings and distribution shall be provided to the building supervisors and the Superintendent and/or his/her designee at the time of the posting. Every document must contain a disclaimer that the information contained therein is the views of the BFSE and not necessarily the views of the District.
 - c) The distribution of materials shall be made by a member of the BFSE assigned to that building. In the event the BFSE does not have a representative in a particular building, the BFSE President may authorize in writing, an individual to make the distribution. The letter of authorization shall be presented to the principal or immediate supervisor prior to distribution.
 - d) Use of the PA system shall be limited to before and after the duty day and/or during regularly scheduled announcements.
 - e) No materials shall be distributed to an employee who has registered with the BFSE and principal an objection to receiving BFSE materials.
 - f) It is not permissible for employee organizations to use the above communication systems for material which is:
 - (1) Related to the endorsement of political candidates
 - (2) Related to personnel matters
 - (3) Related to petitions of any kind

(4) A solicitation

g) Material will be relevant and presented in a professional manner and shall not be derogatory or inflammatory. E-mail use shall not occur during the duty/work day.

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

1.4 The BFSE will be granted nine (9) paid leave days per year during which the BFSE members may conduct BFSE business. No more than one (1) member will be granted leave from a worksite at any one time, unless agreed upon by the site supervisor. The request will be made in writing to the building principal three (3) days prior to the leave or at least twenty-four (24) hours in an emergency.

1.5 The BFSE President or designees shall be granted fifteen (15) paid leave days per year to conduct BFSE business assigned to the President. The president shall submit to the Director of Human Resources a schedule for the school year no later than 30 days after the first day of school indicating when the fifteen days will be used.

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

1.7 The BFSE shall be provided with the following budget information at the time it is prepared for internal use, after submission to the District Board of Education:

- 1.7.1. A copy of the tentative operational budget including all worksheets and salary schedules submitted to the State Department of Education;
 - 1.7.2. A copy of the final operational budget including all worksheets and salary schedules submitted to the State Department of Education.
 - 1.7.3. A copy of the operational budget report on a quarterly basis.
 - 1.7.4. A copy of the forty (40) day membership and unit report;
 - 1.7.5. A copy of the December 1, adjustment count for Special Education;
 - 1.7.6. A copy of the projected student membership (ADM) for the following school year.
- 1.8 The BFSE association representatives are recognized as BFSE leaders. This recognition carries with it the right of the representatives to carry out their BFSE responsibilities provided such responsibilities do not interfere with the duty-day or the instruction of students. A list of said representatives will be provided to Human Resources. The list will be updated as necessary.
- 1.8.1. The representatives shall have the right to bring to the attention of the worksite supervisor all matters pertaining to the organizational rights of the BFSE and other concerns of the employees in the bargaining unit.
- 1.9 The BFSE officials and/or representatives who are not District employees shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not interfere with the duty schedule of the employees involved or with the instruction of students. All visitors will check in with the site supervisor or office.
- 1.10 The BFSE or its designees shall be provided the following information by the District:
- 1.10.1 All written district policies and procedures at the time of adoption and amendments to the policies that pertain to employee terms and

conditions of employment;

- 1.10.2 An advance copy of the District Board of Education agenda and a copy of non-confidential attachments to the agenda at the time of the Board of Education meeting and the BFSE will be provided with copies of minutes of the official Board meetings.

ARTICLE 7 COMMITTEES

1. Enforcement of Contract- The enforcement of terms and conditions of the Collective Bargaining Agreement will be addressed by the Employee-Administration Liaison Committee. The Employee-Administration Liaison Committee shall consist of the Federation's designated committee and the Superintendent, Human Resources Director, and other designated administrative officials. Efforts will be made to meet on a monthly basis. When necessary a meeting may be called by either side within a 72-hour notice.
2. Educational Impact - The District and the Federation agree that employees shall have input regarding changes to District-wide instructional methods, materials, educational programs, and school facilities. The Educational Development Committee (hereinafter referred to as "EDC") will be established after execution of this Agreement to make recommendations to the Superintendent and/or his/her designees regarding the impact of these matters. The EDC will consist of equal representation from the bargaining unit and the District based on the issue being addressed. Different committees may be formed based on the issues at hand. Each committee shall consist of no more than five (5) bargaining unit members and five (5) administrative members. Each committee shall designate a lead member. This does not prohibit the District from making educational/professional decisions.

ARTICLE 8 BARGAINING UNIT MEMBER EVALUATION

1. The primary purpose of the bargaining unit member evaluation is designed to improve performance as well as promote professional growth. The process will identify strengths and weaknesses and shall also provide an opportunity for recognition and encourage outstanding performance. Bargaining unit members will be evaluated in accordance with this Agreement. The Federation will have input in all new evaluation forms.

2. Bargaining unit members shall be evaluated in accordance with the Employee Performance Appraisal System (Rev. 2004).
3. The primary purpose of a bargaining unit member's evaluation shall be the improvement of performance. The evaluation of all bargaining unit members is the responsibility of the immediate supervisor. The immediate supervisor may be assisted in the evaluation of a bargaining unit member by other site administrators. A bargaining unit member may request the HR Director to assist in the formal evaluation.
4. All evaluations shall be conducted openly with the full knowledge of the bargaining unit member. Daily observations may be used for formal evaluations, as long as the bargaining unit member has an opportunity to respond to any negative documentation of needed improvement. The bargaining unit member shall be advised prior to being evaluated of the procedures and instruments within forty (40) days of the annual employment contract.
5. All bargaining unit members, for the first three (3) years of employment, shall be evaluated a minimum of twice a year by the last Friday in December and the last Friday in April. All other bargaining unit members who have completed three (3) or more years in the District shall be evaluated a minimum of once a year by the last Friday in April.
6. All bargaining unit members shall be given a copy of the evaluation report and shall be given the opportunity to discuss the evaluation before it is submitted to the HR Department. The bargaining unit member shall be afforded the opportunity to place comments on the evaluation. The bargaining unit member shall sign the evaluation indicating acknowledgement that the evaluation has been read and understood. Such signature does not indicate agreement with the content.
7. When the bargaining unit member exhibits "unsatisfactory" performance, the immediate supervisor shall discuss the evaluation with the bargaining unit member. The bargaining unit member may have Federation representation at any evaluation meeting where the employee will be placed on a growth plan.
8. The District and the employee will design an improvement plan with employee input.
 - 8.1 The improvement plan shall be put in writing.

- 8.2 The plan will include:
 - 8.2.1 The unsatisfactory performance.
 - 8.2.2 The specific changes necessary to improve the performance.
 - 8.2.3 Recommendations for assistance to the bargaining unit member.
 - 8.2.4 Time limitations for necessary changes in performance.
 - 8.2.5 Resources available to the bargaining unit member.

- 9. Anonymous complaints shall not be honored or considered by an evaluator to evaluate the performance of a bargaining unit member. All complaints, including complaints from students, parents and other employees shall be brought to the attention of the bargaining unit member prior to any disciplinary action. The bargaining unit member shall be provided the alleged infraction, and the date and time when the alleged infraction occurred. The bargaining unit member will be allowed to provide a written response to any complaint or allegation prior to the conclusion of any investigation, but no later than two (2) working days after the written notice of the conclusion of the investigation.

- 10. A bargaining unit member shall be provided a copy of the documented, written observation made while observing the bargaining unit member's performance no later than the next working day.

- 11. Bargaining unit member performance evaluations shall remain confidential. The District shall not discuss or permit public discussion on any performance evaluation.

ARTICLE 9 EMPLOYEE INVESTIGATIONS

- 1. The District shall reserve the right to investigate allegations of employee misconduct.

- 2. A bargaining unit member under investigation shall not be allowed a representative or be accompanied by a witness during the initial investigative stage. A bargaining unit member may be represented by a Federation representative of the bargaining unit

member's choosing anytime after the initial investigation has been held.

3. A bargaining unit employee may be placed on administrative leave of absence with pay and benefits during the investigation of misconduct.
4. During the investigation for misconduct or if the investigation results in a finding of unfounded/unsubstantiated allegations, no documentation related to the matter under investigation will be placed in the employee's personnel file.
5. Anonymous complaints shall not be used against the bargaining unit employee by the District as the sole basis for disciplinary action.
6. Upon completion of the investigation, but prior to the final filing of charges against the bargaining unit employee, the bargaining unit employee will be provided the opportunity to respond to the charges.
7. At such time the District determines the reasons for placing an employee on administrative leave are no longer necessary and discharge or demotion is not recommended, the employee shall be returned to the position held prior to being placed on administrative leave. If after conferring with the employee, the District and the employee agree that he/she should be placed in an equivalent position in the District, the employee will be placed in the position, if available. Upon return to work following an investigation, a meeting between the employee and the immediate supervisor or appropriate administrator will be scheduled in an attempt to create a positive transition.

ARTICLE 10 PROGRESSIVE DISCIPLINE

The principles of progressive discipline shall be applied to any disciplinary action when the District determines progressive discipline is appropriate. The principles of progressive discipline shall not prohibit the District from taking an immediate or more severe action if warranted by the circumstances.

The procedures set forth below shall be used whenever the District observes bargaining unit member behavior/work performance that, in the opinion of the supervisor, represents unsatisfactory work performance and/or misconduct based on just cause. The procedures shall

be used for all allegations of unsatisfactory work performance and/or misconduct based on just cause.

1. A bargaining unit member's first infraction may result in a verbal warning from the direct supervisor. The warning will include a verbal explanation of the unacceptable behavior/work performance, why the behavior/work performance is unacceptable and a plan or process how the behavior/work performance should be remedied with sufficient time to correct the behavior/work performance. The principles of progressive discipline shall not prohibit the District from taking an immediate or more severe action if warranted by the circumstances as determined by the District.
2. A second incident of the behavior work performance that resulted in the verbal warning may result in a formal written reprimand. The supervisor will present the reprimand to the bargaining unit member only after reasonable time has elapsed to allow the bargaining unit member to correct the behavior and the documented evidence that the supervisor has taken appropriate steps to assist the bargaining unit member. A professional improvement plan (PIP) shall be implemented that will clearly define the acceptable behavior and a timeline for which to achieve it. Failure to follow the guidelines and timelines of the PIP may result in further administrative action.
3. A third incident of behavior/ work performance that precipitated the earlier discipline may result in a written notice of the disciplinary action that may include discharge or termination.
4. A bargaining unit member shall be entitled to Federation representation as set forth in Article 5.
5. A bargaining unit member shall only be reduced in rank, discharged, or terminated for just cause.
6. No one other than the Superintendent or his/her designee may recommend the administrative leave of a bargaining unit member from his position.

ARTICLE 11 GRIEVANCE PROCEDURE

1. Purpose

- 1.1 The purpose of the grievance procedure shall be to secure at the lowest possible level equitable resolution to complaints arising with respect to wages, hours of work, or other conditions of employment. Conditions of employment not specifically expressed in this Agreement shall not be the subject of Arbitration. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 1.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by BFSE, provided the adjustment is not inconsistent with the terms of this Agreement.

2. Definitions

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

3. Procedure

- 3.1 The number of days indicated at each level of this Procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 3.2 If the District fails to comply with its time limit requirements as set forth under any of the procedure levels, the grievance shall be considered appealed to the

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

- 3.3 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- 3.4 A grievance shall mean an allegation by an employee or group of employees that there has been a violation of any of the provision(s) of this Agreement. Failure to submit a grievance within twenty (20) working days following the discovery of the act or condition complained of will constitute a forfeiture of the right to file.
- 3.5 No reprisal or retaliation shall be taken against either a grievant or a party in interest as a result of participation by the grievant or party in interest in the processing of a grievance.
- 3.6 A grievant's request to be accompanied and represented by a BFSE representative at any hearing or meeting conducted under this procedure will be honored, however, the request for representation shall not delay the hearing or meeting more than twenty-four (24) hours. All members of the bargaining unit are entitled to representation by the BFSE.
- 3.7 An employee, acting individually, may present a grievance without the intervention of the BFSE provided the grievance is processed in accordance with this procedure. At any hearing of the grievance brought individually by an employee, the BFSE shall be afforded the opportunity to be present and make its views known, provided the employee wants the BFSE as a representative. Any adjustment shall be consistent with the provisions of the Agreement.
- 3.8 If the employee elects not to be represented by the BFSE at Level 1 of the Grievance procedure, the BFSE reserves the right to refuse representation at succeeding levels.
- 3.9 If a grievance affects a group of two (2) or more employees involved in an action or a decision by the District which has a system wide impact, the BFSE may submit the grievance on behalf of the affected employees at any appropriate

level of the Procedure.

- 3.10 The parties shall facilitate any investigations which may be necessary in order to expedite the process or provide information which is relevant to the issues addressed in the grievance. An investigation may include the sharing of relevant documents, facts, records or data.
- 3.11 All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file. The file will be confidential.
- 3.12 All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in Policy 565 of the Belen School District Policy and Procedure Manual. The forms shall be obtained from the building representative.
- 3.13 Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-duty time or before or after the workday. If the parties agree to process the grievance during the employee's workday, the employee and his/her representative, if an employee of the District, shall utilize leave without pay.
- 3.14 Except for informal decisions at Level 1, all decisions shall be submitted in writing at each step of the procedure and the decisions shall be submitted to the grievant and/or the BFSE. If the BFSE is not involved they will not receive a report.

4. Level 1

- 4.1 A grievant shall first discuss the grievance with the grievant's immediate supervisor, either directly or through the grievant's BFSE representative, with the objective of resolving the grievance informally.
- 4.2 If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant at level 2.

5. Level 2

- 5.1 If the grievance is not resolved at Level 1, the grievant may appeal the grievance in writing to the Director of Human Resources no later than ten (10) working days following the expiration of the twenty (20) working day informal period.
- 5.2 The Director of Human Resources will issue a written decision within fifteen (15) working days of receipt of the written grievance.

6. Level 3

- 6.1 If the grievant is not satisfied with the Director of Human Resources' written disposition, the grievant may appeal the grievance to the Superintendent no later than ten (10) workdays following the receipt of the Director of Human Resources' written decision.
- 6.2 No later than fifteen (15) workdays following receipt of the grievant's written appeal, the Superintendent shall convene a hearing in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the hearing in order to present evidence on their behalf, provided such documents and/or list of witnesses have been served to the other party at least seventy-two (72) hours prior to the hearing. Each party shall have the right to cross-examine witnesses brought by the other party.
- 6.3 No later than fifteen (15) workdays following the conclusion of the hearing, the Superintendent or designee shall submit a written response to the grievant and/or BFSE.

7. Arbitration

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

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

- 7.1 The parties will strive to mutually agree upon an arbitrator.
- 7.2 If the parties fail to mutually agree upon an arbitrator, the parties shall jointly request seven (7) names from the Federal Mediation and Conciliation Service from which the Arbitrator shall be selected. Each party will strike one name followed by the other party striking one name until a single name remains, who shall become the Arbitrator. The party required to strike the first name will be determined by the flip of a coin.
- 7.3 The Arbitrator shall conduct a hearing as soon as possible, following the submission of the written demand for arbitration.
- 7.4 The Arbitrator shall have no power to alter, amend, add or subtract from the terms of this Agreement.
- 7.5 Issues related to the arbitrability of a grievance shall be decided by the Arbitrator prior to hearing the merits of the case.
- 7.6 The Arbitrator shall prepare and submit, in writing, to the District and the BFSE a determination which will include the decision, rationale and, if appropriate, relief within thirty (30) calendar days after the conclusion of the hearing. The determination of the Arbitrator on matters set forth in this Agreement shall be final and binding.
- 7.7 The cost of services for the Arbitrator shall be shared equally by the District and the BFSE. All other expenses shall be assumed by the party incurring the cost.
- 7.8 By mutual agreement the parties may extend the time limits expressed in this Article.

ARTICLE 12 SENIORITY

1. Seniority shall be defined as the continuous length of District service within the bargaining unit.

2. Time spent on an approved, unpaid leave of absence shall not be counted toward seniority credit. However, the time spent on an approved, unpaid leave of absence shall not represent a break in service.
3. The District shall provide the Federation a seniority list of all bargaining unit members upon request. The list shall include all bargaining unit members ranked in order of seniority and the date of hire of each bargaining unit member.
4. Time spent on paid leave shall be counted toward seniority.
5. A bargaining unit member shall retain seniority while within the bargaining unit.

ARTICLE 13 ASSIGNMENTS

1. If an employee is required to monitor classroom activities in the absence of a teacher for a half (1/2) hour or more during any workweek, the employee shall be compensated at the rate of 1.5 times the employee's regular hourly rate for each hour or fraction of an hour, in excess of one-half hour. At no time should any employee be used to perform such duties on a regular basis. Instructional Assistants will be expected to carry out the lesson plan to the fullest.
2. During an employee's absence, the District shall make all necessary arrangements for the assignment of a substitute. Instructional Assistants by mutual agreement may be used as a substitute teacher. The district shall provide a substitute for the instructional assistant when the instructional assistant is elevated to the position of substitute teacher. Library Techs will remain in the library as much as possible. Library Techs should not cover for other positions unless in the case of an extreme emergency.
3. Duty will be assigned as equitably as possible, as determined by the District.
4. Day and night custodians shall be assigned job area responsibilities as equitably as possible, as determined by the District and as directed by the supervisor or the site administrator.
5. Job descriptions shall define the duties and responsibilities of each bargaining member's position.

ARTICLE 14 VACANCIES

1. Notice of vacancies and call for applications within the bargaining unit will be made as such vacancies develop and the District decides to fill the position. The notice will include the minimum requirements, as per attached job description, job site, title and number of hours. Notice of vacancies will remain posted for at least ten (10) days until the date of closing of the application period. During non-school periods, the posting shall be on the District job vacancy board.
2. Applications for positions will be made in the Human Resources Department. Applications for positions posted shall be valid only for the position applied for. The District shall consider a letter of intent as a valid application for positions identified in the postings that may occur during the summer months.
3. Job vacancies will be filled on the basis of skill, ability, training, educational credentials, performance record, and an interview. The most qualified applicant as determined by the District will be selected. In the event such qualifications are equal, seniority shall be the determining factor in the selection process.
4. Those applicants that are interviewed will be notified as to the outcome of the vacancy no later than ten (10) days after the decision.

ARTICLE 15 TRANSFERS AND REASSIGNMENTS

1. The District reserves the right to implement transfers of staff.
 - 1.1 Involuntary transfers/reassignments shall not be arbitrary or capricious.
2. When transfers become necessary, volunteers will be sought first.
3. An employee who is on a current uncompleted professional improvement plan shall not be considered for transfer.
4. If there are no volunteers, the employee with the least seniority within the job classification, shall be transferred, unless the supervisor cites a verifiable program need for transferring another employee.

5. When the employee to be transferred is identified, that employee shall be notified of all vacancies for which they qualify.
6. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than April 15 on a form provided by the District. A transfer can occur at any time provided that the incoming and the outgoing administrators agree to the transfer.
7. The District will post in each school a system wide roster of the available vacant positions. Vacancies that occur during the summer months will be communicated to the staff.
8. In acting on requests for voluntary transfer and/or reassignment, the following criteria will be applied:
 - 8.1. Program Need (as determined by the District)
 - 8.2. Instructional requirements
 - 8.3. Staff availability and experience mix
 - 8.4. Evaluations
 - 8.5. Where the foregoing factors are equal, the preference in reassignment or transfer will be given to the incumbent applicant with the greatest number of years of service in the Belen School System.
9. The site supervisor will schedule an interview with the applicant for transfer when there is a vacancy.
10. If an employee's request for a transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Director of Human Resources.

ARTICLE 16 PERSONNEL FILES

1. The District shall maintain an official personnel file for each employee. The file shall be maintained at the main District office.
2. An employee shall be permitted, by appointment, to access and review material contained in the employee's file. An employee wishing to access and review a personnel file shall provide as much advance notice as possible.
3. The District shall provide copies of an accessible document in the file for the employee upon request. The District, within reason, shall assume the cost of the copies.
4. An employee may be accompanied by a Federation representative while reviewing the file. The employee may also assign the sole responsibility for reviewing the file to the Federation representative provided the employee authorizes the representative in writing to access and review the file. Authorization document must contain original signatures and be notarized.
5. A document shall not be placed in an employee's file unless a copy of the document has been given to the employee prior to the placement of the document in the file. The employee shall affix the employee's signature on the document to indicate that the employee has seen the document. If the employee refuses to sign the document, the site supervisor will indicate the fact and sign the document. This does not apply to routine file maintenance.
6. Each supervisor may maintain a separate working file of each employee at the work site.

ARTICLE 17 DISCRIMINATION

1. The District shall not discriminate against a bargaining unit member on the basis of the bargaining unit member's age, gender, sexual orientation, race, national origin, religion, creed, physical or mental ability, or union membership.
2. The District and the Federation agree that any form of harassment shall not be tolerated. An employee may raise an issue of harassment, pursuant to law, without fear of reprisal. Allegations of harassment shall be promptly investigated.

ARTICLE 18 MISCELLANEOUS

Facilities

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

Health and Safety

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

Technical Environment

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

Work Environment

1. All efforts will be made to protect the educational work environment. Maintenance work that is not an emergency will be scheduled to avoid disturbing classes and class schedules.
2. The District will make reasonable efforts to control visitor access to school buildings and property. Visitors will be required to check in and out at the designated entries. Harassment, abuse, and/or intimidation of employees by visitors will not be tolerated. Reasonable effort will be made to insure that classroom instruction will not be interrupted by unscheduled visitors except in emergency situations.

Use of Vehicles

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

ARTICLE 19 REDUCTION IN FORCE

1. The District shall have the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF).
2. If the District anticipates a RIF which might result in the transfer or layoff of an employee(s), the District shall notify BFSE in writing of the anticipated RIF. The notice shall include, at a minimum, the reason(s) for the RIF, the affected programs and employees, and the expected date of the RIF. The notice shall be submitted as soon as possible but no later than forty (40) days prior to the anticipated implementation of a layoff.
3. The reason for a RIF shall be made in good faith. A RIF shall never be used to retaliate against an employee.
4. The BFSE and the District shall meet to discuss possible alternatives to the RIF and/or the transfer or layoff of any employee.
5. Prior to initiating a RIF, the District will attempt to absorb the necessary reductions through attrition, transfers, non-renewal of temporary short-term classified employees, and hiring freezes.
6. If the displacements exceed the available positions, the District will notify, in writing the employee affected by the RIF that employee will be laid off.
7. In the event of a RIF, verifiable experience and required skills as stated on the job description will be used to determine program need placement. The RIF will be based on district wide seniority, defined as the length of continuous District service for the

positions for which the employee is qualified within job classification/title for bargaining unit employees. Also, any employee with verifiable extra-curricular or co-curricular responsibility who replaces an employee who performs those duties will be asked to assume those duties within reason. The employee with the least seniority within their job classification/title for bargaining unit employees will be laid off first. Recall shall be based on seniority. The most senior employee will be recalled first. If an employee on the recall list meets the qualifications for vacancies, the District shall first offer the position to the employee on the recall list. Should the recalled employee decline the offered position, the employee shall lose his/her right to recall. The recall list shall be maintained by the District for a period not to exceed two (2) years.

ARTICLE 20 PRIVATIZATION

It is recognized by the parties that it is the right and the responsibility of the District's School Board to determine what is in the best interest of the students, what services will be delivered, and by what method and/or source those services will be provided. Should the District decide to contract out work currently being performed by bargaining unit employees, the District will provide at least 40 days prior notice to the Federation. The Federation will be provided the opportunity to present written alternatives to the School Board.

ARTICLE 21 COMPENSATION

Pay and Other Forms of Remuneration

1. All employees will be paid according to the contract in twenty-six (26) installments (every other week on Friday or the last day of the workweek) or in the event the payday falls on a holiday, the payday will be the day before the holiday.

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

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

4. No employee will receive both per diem and reimbursement for cost on any out of District travel.
5. The District will pay increments for extra curricular activities.
6. Hourly pay and increments will be negotiated on a yearly basis.
7. New hires, with out-of-district experience, shall receive the entry level hourly pay rate for their appropriate level, plus three percent (3%) for each year of out-of-district experience, up to a maximum of five (5) years. Verified experience will be submitted to the Director of Human Resources on the proper forms.
8. The parties agree to the following settlement for hourly pay increases for classified employees in the bargaining unit. This settlement shall be for the 2007-2008 school year. Five (5) classifications within the BFSE bargaining unit shall receive experience pay increases. The classifications and experience pay increases are:

8.1 Security	\$760.83
8.2 Educational Assistants	\$705.60
8.3 Food Services	\$495.00
8.4 Maintenance and Operations (includes custodial/warehouse)	\$1,021.84
8.5 Secretaries and Clerical	\$867.60

8.6 The amounts above are for full time positions. A part-time position shall receive an appropriate percent of the amount. For example, a 4-hr. employee in an 8-hr. position would receive 50% of the above experience raise.
9. For the 2007-2008 school year, the parties agree to a longevity pay increase to the bargaining unit member's base pay. Employees with 25-plus years experience shall receive \$300 for their individual contract. Employees with 20-24 years of experience shall receive \$100 for their individual contract.
10. All future hourly pay increases, including movement, on hourly pay schedules are subject to negotiations, availability of funds, and ratification by the parties.
11. Effective July 1 2007, a licensed journeyman who is a District employee shall receive \$2,000 additional compensation on the base pay for licenses/certificates as per Title 14,

Chapter, Part 6 of New Mexico Administrative Code (NMAC). Each additional license utilized on the job shall receive a \$1,000 additional compensation on the base pay up to a maximum of three (3) licenses. Licenses/certificates shall be on file in the Human Resources Department no later than September 15 in order for the employee to receive compensation for the fiscal year. Failure to meet this deadline shall result in a one year delay for credit on the pay schedule, and the credit shall not be retroactive to the previous year.

12. The District and the union agree to develop pay schedules for employees who are in the bargaining unit during school year 2007–2008 for incorporation into the Negotiated Agreement for 2008-2009. The first meeting will occur October 1, 2007. The purpose of said pay schedules will be to recognize additional training and education with additional compensation. These pay schedules will be in addition to hourly pay increases negotiated for additional experience.

13. Overtime

13.1 The parties agree to authorized overtime pay to FLSA non exempt employees who must work in excess of their normal duty hours to meet special or unusual District operation needs beneficial to the District as determined by the District.

13.2 The normal workweek is a forty (40) hour workweek, and may begin on any day of the week and any hour of the day. Departments in the district will designate the normal workweek or allowable work periods under the Fair Labor Standards Act for each employee.

13.3 Overtime will be compensated for hours worked in excess of the normal forty (40) hour workweek as stated in Fair Labor Standards Act. The District will distribute overtime evenly whenever there is more than one qualified employee.

13.4 All overtime is subject to the prior approval of the appropriate supervisor.

13.5 Supervisors will schedule or assign overtime work as fairly and consistently as possible, given the nature of the work to be performed and employee classification and assignment.

13.6 Overtime worked which has not been assigned and/or approved by the supervisor, will be subject to disciplinary action up to and including discharge.

14. Holidays

14.3. Holidays include the following: Independence Day, Labor Day, Fall Break, Thanksgiving Break, Winter Break, Presidents' Day, March Break, Spring Break, Memorial Day, Martin Luther King Day, and Veteran's Day.

14.4. If an employee is called, and the employee agrees to work on any of the holidays listed above, the District shall compensate the employee at time and one-half (1-1/2) of the employee's regular hourly pay rate.

15. Head Custodian

15.1. The parties agree the principal at a school may request a current custodian at the school to be designated by management as a "head custodian." Custodians at the school may apply for this position, and management will select the most qualified employee. The principal shall be responsible for directing the additional duties of the head custodian.

15.2. The Head Custodian shall perform normal, regular duties of a custodian, and will have no supervisory authority or responsibilities over other custodians.

15.3. In addition to performing normal, regular duties as a custodian, the head custodian shall, at the direction of the principal, be responsible for procurement of janitorial supplies, inventory control, and other duties as per job description.

15.4. The Head Custodian shall receive additional compensation to the employee's regular hourly pay according to the following criteria:

15.4.1. Three (3) or less custodians at the school: \$ 0.50;

15.4.2. Five (5) to four (4) custodians at the school: \$ 0.75; and

15.4.3. More than five (5) custodians at the school: \$ 1.00.

ARTICLE 22: WORK SCHEDULES/WORK YEAR

1. A workweek (excluding special work schedules) shall be Saturday through Friday within which employees shall be scheduled five (5) consecutive workdays with the workweek

beginning on Monday.

2. Full time: An employee who works a maximum of eight and one-half (8½) consecutive hours, which shall include a thirty (30) minute duty-free lunch period per day, 5 days per week for a total of 40 hours per week.
3. Part time: A part time employee is defined according to the following classifications:
 - 3.1. Security - Less than 8 hours per day.
 - 3.2. Educational Assistants- Less than 7 hours per day.
 - 3.3. Food Services- Less than 6 hours per day.
 - 3.4. Maintenance, Operations, Custodians and Warehouse - Less than 8 hours per day.
 - 3.5. Secretaries, Clerical - Less than 8 hours per day.
4. The district may continue to schedule during the summer months a four (4) day, ten and one-half (10½) hours daily work schedule to be four (4) consecutive workdays beginning on Monday or Tuesday. Summer workday shall be ten (10) continuous hours exclusive of a lunch break. Each employee shall have a thirty (30) minute, duty-free, uninterrupted lunch period. The employee and supervisor shall schedule one (1) break before lunch and one (1) break after lunch. The total amount of break time shall not be less than the total amount scheduled during the regular five (5) day, eight (8) hours per day schedule.
5. The work year for Educational Assistants shall consist of 180 days; for Maintenance/Warehouse employees 241 days; for Custodial employees 180 - 241 days; for Secretaries and Clerical employees 108 – 241 days; for Security employees 180 days, and for Food Service employees 180 – 241 days.
6. The work year is based upon the school calendar with the understanding that the calendar is subject to emergency changes. Length of contract time shall not be shortened due to emergency changes. If the district requires employees to work beyond the length of an employee's contracted days, the district shall compensate the employee at their normal rate of pay.
7. Classified employees who work more than four continuous hours in a day are entitled to a 30-minute duty free lunch period, which may be taken on or off the work site at the

employee's discretion.

8. Classified employees who work a minimum of a six-hour workday are entitled to two fifteen-minute (15 min.) breaks. One break would be within the first three hours of the work shift the other would be during the second three hours of work. Classified employees who work less than six consecutive hours shall be entitled to one 15-minute break. The employee and supervisor shall mutually agree upon the break times. Breaks will not be tied to lunch, start time and/or end time of the workday. If an employee does not take their break, the time is lost and cannot be carried over.
9. Classified employees shall record the start of their workday and the end of their workday by the use of the time clock provided at their school and worksites.
10. Employees desiring to leave the school, building or job location during the duty day may do so with prior notification and approval of the immediate supervisor, and shall sign-out and/or sign-in so that there is an official record of leaving the school or job site during the duty-day. This shall not include the duty free lunch.

ARTICLE 23 SCHOOL SITE COUNCIL

1. A site council shall be established at each school site in BCSD.
2. Each council shall be an advisory council.
3. The council shall have ongoing advisory responsibility to the principal to develop a school improvement plan and monitor with the principal, teachers and other school personnel the implementation of the improvement plan.
4. The classified representatives on the site council shall be selected as follows:
 - 4.1 One (1) will be selected by the BFSE executive council;
 - 4.2 One (1) will be elected by the bargaining unit at the site.
5. The classified positions on the site council will be at least a 1:5 ratio.

ARTICLE 24 EMPLOYEE DRESS CODE

1. Bargaining unit members shall serve as positive role models for students and set good examples.
2. All bargaining unit members are expected to be neat, clean, and appropriately dressed while at work.

ARTICLE 25 RETIREMENT

1. No specific age limit is set for retirement.
2. Further information on retirement may be obtained through the Human Resources Department.
3. Bargaining unit members considering retirement may contact the Human Resources Department at the their earliest convenience to secure the proper forms and information.
4. The bargaining unit member must return the completed and signed Educational Retirement Form to the Human Resources Department.
5. It takes at least two (2) months for the Educational Retirement Board to process the appropriate documents.
6. Bargaining unit members who retire do not resign from their positions, they retire.

Article 26 LEAVES

General Provisions

1. The immediate family of an employee is the spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, mother-in-law, and father-in-law and others who reside in the same household with the employee or a person for home the employee is legally responsible.
2. Absence will be approved only in accordance with policy.

3. Inappropriate use of any leave shall be cause for disciplinary action, including dismissal.
4. Time spent by an employee on paid leave shall be counted for seniority purposes. An extended leave or any unpaid status shall not be counted for seniority purposes. An extended leave or any unpaid leave shall not represent a break in service.
 - 4.1. Leave may be taken in full or half-day increments for employees.
5. Upon return from authorized leave, an employee shall be assigned to the same position and work site that the employee occupied and to which the employee was assigned immediately prior to the commencement of leave provided the position is still in existence or to an equivalent position.
6. An employee on extended unpaid authorized leave shall submit a written statement to the District indicating the employee's expected date of return no later than thirty (30) days prior to the intended date of return. The employee's request shall be granted provided the request is made in a timely manner.
7. During an employee's absence, the district shall make all necessary arrangements for the assignment of a substitute.
8. While on paid leave, the employee shall continue to be eligible for all employee benefits.
9. An employee on leave of absence shall be subject to discharge or termination as a result of a reduction in force in the same manner as any employee on active status.
10. An employee who is rehired within six (6) months after a break in employment shall be credited with any sick leave previously accumulated, if records are available to substantiate the claim.
11. Unless otherwise set forth in this agreement, all applications for extended leaves of absence shall be submitted to the Director of Human Resources no later than twenty (20) days prior to the requested commencement of the leave. Emergencies will be handled on an individual basis.
12. Leave benefits apply to the regular school year contract, not summer school.

Battery Leave

An employee shall not be charged for time lost resulting from physical injuries caused by battery while carrying on the duties and responsibilities as an employee. Battery shall mean an intentional act that causes an injury. Any employee assaulted shall report the incident to the supervisor immediately. In the event that three (3) or more days are lost as the result of battery, the employee shall submit to the supervisor a physician's certificate attesting to the injury. The Board reserves the right to have the employee examined by a physician of their choosing. An employee found fraudulent in his claim will reimburse the District.

Bereavement Leave

Employees will be provided leave with pay for three (3) work days following the death of someone in the immediate family. Two (2) additional days will be provided for the death of an employee's spouse or child. In extenuating circumstances, additional days may be granted by the immediate supervisor to be charged against the certified employee's accrued sick leave.

Education Leave

1. Employees wishing to grow professionally may apply for professional or educational leave. Only employees with three (3) years experience with the District will be considered for such leave. If approved, leave without pay will be granted for a period of up to one (1) year. Employees, who wish to extend this leave, must reapply. The written request must state the purpose of the professional leave and the course of study the employee plans to pursue.
2. Upon approval by the Board, employees may be granted extended professional/educational leave of absence.
3. All requests for such leave shall be presented to the Superintendent on or before May 1, of the school year preceding the leave. The deadline may be waived at the discretion of the Superintendent.

Funeral Leave

Employees may be excused to attend funeral services of friends and relatives. The leave will be charged to the employee's personal leave. If no personal leave is available, sick leave may be used. In the event of the death of a Belen Public School employee or student, the principal or supervisor may grant leave to attend the funeral.

Sick Leave

1. The intent of this leave provision is to alleviate the burdens of illness, emergencies, and other personal necessities employees may encounter during their tenure with the District. It is not intended to shorten one's contract year, or to use on a regular basis.
2. Employees will notify the supervisor of the anticipated leave. The supervisor or his designee will arrange for obtaining a substitute.
3. Each employee shall be credited with ten (10) days of leave per year, three (3) personal and seven (7) sick days. Eleven-month employees will receive one (1) additional sick leave day. Twelve-month employees will receive two (2) additional sick leave days. If the employee begins work after the first day of the school year, leave shall be credited on a monthly pro-rata basis. Personal leave may be approved for legal, business, household, family, or other personal reasons. Except in the case of an emergency, an employee shall request personal leave from the employee's immediate supervisor at least forty-eight (48) hours prior to the employee's intended date of leave.
4. Unused personal leave shall carry over as sick leave. There shall be no limit placed on the accumulation.
5. In the event that an employee left prior to the completion of a contract, leave shall be computed as having been earned on a pro-rata basis. If the terminating employee has used more leave than has been earned, the adjustment shall be deducted from the final paycheck.
6. To accommodate employees who need additional sick leave, the employee must satisfy the conditions of approval of the Sick Leave Bank.
7. Employees will be compensated after five (5) years in the District at thirty (30) percent a day for unused leave upon retirement up to 150 days.
8. A physician's certificate shall be required when an employee is:
 - 8.1. Absent for three (3) or more consecutive workdays;
 - 8.2. Absent on Friday and the Following Monday (or next regularly scheduled workday);
 - 8.3. Exhibiting a pattern of inappropriate and/or excessive use of leave

Legal Leave

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

Military Leave

As provided by law, employees who are members of an organized unit of the National Guard, or reserve unit of any of the U.S. military branches, shall be given military leave with pay.

Parental Leave

1. Employees shall be granted parental leave without pay for a period of up to one (1) year. Additional leave may be granted at the discretion of the Board. Such leave shall commence following at least thirty (30) days advance written notice submitted to the employee's supervisor with a written statement from the employee's physician, which indicates the estimated date of birth. When an emergency occurs related to the pregnancy of the employee such thirty (30) day notice requirement shall be waived and notice shall be provided by the employee as soon as possible.
2. Any employee granted parental leave shall be returned to work provided:
 - 2.1. The employee provides the District with at least thirty (30) days notice prior to his/her date of return.

- 2.2. The employee provides the District with a statement from her physician indicating that she is physically capable of returning to employment.
- 2.3. If the employee has not returned to work by the end of the leave period, the parent shall then be considered to have chosen to terminate employment.
3. This leave provision also applies to the adoption of a child(ren).
4. Upon request and verification of date of adoption or birth of his child, a male employee shall be entitled to a leave to begin at any time between the birth or adoption and one (1) year thereafter.

Political Leave

1. Upon request an employee may be granted unpaid leave to campaign for his/her own election or to serve as an elected official other than the New Mexico State Legislature.
2. Employees appointed or elected to the New Mexico State Legislature will be granted leave with pay up to the amount of difference between the employee's regular earnings and the amount paid as per diem to members of the Legislature. The leave shall be granted for time served during any regular or special session.

ARTICLE 27 COMPLETE AND ENTIRE AGREEMENT

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

ARTICLE 28 AGREEMENT DURATION

1. This Agreement shall become effective upon the ratification and signature of the parties and shall remain in full force and effect until June 30, 2009.
2. This Agreement may be altered by mutual written 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.

3. The contract will be reopened annually for negotiations on Compensation, Article 21, and two (2) other items identified by each party. The party requesting to reopen negotiations shall serve written request upon the other party no earlier than February 1, 2008, and no later than May 1, 2008.

AGREEMENT SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused to be executed on their behalf.

BELEN CONSOLIDATED SCHOOLS BOARD OF EDUCATION

By _____

Date: _____

Julian Luna, Board President

THE BELEN BOARD OF EDUCATION

Julian Luna, President Jamie Goldberg, Vice President Lola Quintana, Secretary

Sam Chavez, Member Adrian Pino, Member

BELEN FEDERATION OF SCHOOL EMPLOYEES

By _____

Date: _____

Lorraine Espinosa, President

BELEN FEDERATION OF SCHOOL EMPLOYEES

COLLECTIVE BARGAINING TEAM

Lorraine Espinosa, Chief Negotiator – Day Care Education Assistant

Sylvia Flores – Education Assistant

Alfredo Armijo - Maintenance

Santiago Montoya - Maintenance

Debra Jiron - Secretary

John Ingram – AFT New Mexico Field Representative

BELEN CONSOLIDATED SCHOOLS BOARD OF EDUCATION

COLLECTIVE BARGAINING TEAM

Ron Marquez, Chief Negotiator – Human Resources Director

Joann Carter, Belen High School Assistant Principal

Janet Sanchez, Warehouse Supervisor

Aubrey Tucker, Belen Middle School Principal

APPENDIX A

PAY SCHEDULE 2007-2008 Educational Assistant Employees

Entry-Level Start Rates

Level	Minimum pay per hour
E1	\$9.53
E2	\$9.95

- Listed pay rates are *minimum* start rates.
- Maximum pay rates depend on a combination of professional development pay increases and experience pay raises.
- E1: Entry level – EAs - No experience, Level 3 Licensure from the New Mexico State Department of Education. E2: Entry level – Library Techs – No experience, Level 3 Licensure from the New Mexico State Department of Education.
- Employee pay on this schedule is based on 180 workdays @ a minimum of 7 hours per day.
- Employees on this pay schedule who have an Associates Degree in a field directly related to their job shall receive an additional \$0.65 per hour.
- Employees on this pay schedule who have a High School diploma and 30 hours of college credit, directly related to their job, and currently enrolled in college classes shall receive an additional \$0.30 per hour.
- Employees on this pay schedule with 20 years or more of continuous service as of July 1, 2004, shall receive an additional \$1.00 per hour.

Experience Pay Increases

- BFSE will negotiate annual experience raises for employees on this pay schedule. The amount of experience raises shall dependent on money made available by the New Mexico Legislature.
- Effective July 1, 2007, employees on this pay schedule shall receive a \$705.60 experience pay increase for 2007-2008.
- Effective July 1, 2007, employees on this pay schedule with 20 or more years of continuous years of experience with the Belen Consolidated School District shall receive a longevity allowance. See Article 21, No. 9 for details.

Professional Development Pay Scale

- Effective October, 2007, the Belen Federation of School Employees and the Belen Consolidated School District will develop a Professional Development Pay Scale for 2008-2009 contract negotiations. The purpose of the Professional Development Pay Scale will be to provide higher pay rates for employees on this pay schedule who select to improve those professional skills which will benefit the Belen Consolidated School District.

APPENDIX B

PAY SCHEDULE 2007-2008 Maintenance, Operations, Custodial and Warehouse Employees

Entry-level Start Rates

Level	Minimum pay per hour
M1	\$7.25
M2	\$7.61
M3	\$8.16
M4	\$8.70
M5	\$9.78
M6	\$10.33
M7	\$11.41

- Listed pay rates are *minimum* start rates.
- Maximum pay rates depend on a combination of professional development pay increases and experience pay raises.
- Licensed journeymen shall receive a \$2,000 annual increment for license as per Title 14, Chapter 6, Part 6 of NMAC.
- Each additional license utilized on-the-job shall receive a \$1,000 annual increment as per Title 14, Chapter 6, Part 6 of NMAC, up to a maximum of three (3) licenses.
- Employee pay on this schedule is based on 241 workdays @ 8 hours per day.
- Head custodians shall be paid additional compensation. See page 27 for details.

Experience Pay Increases

- BFSE will negotiate annual experience raises for employees on this pay schedule. The amount of experience raises shall dependent on money made available by the New Mexico Legislature.
- Effective July 1, 2007, employees on this pay schedule shall receive a \$1,021.84 experience pay increase for 2007-2008.
- Effective July 1, 2007, employees on this pay schedule with 20 or more years of continuous years of experience with the Belen Consolidated School District shall receive a longevity allowance. See Article 21, No. 9 for details.

Professional Development Pay Increases

- Effective October, 2007, Belen Federation of School Employee and the Belen Consolidated School District will develop a Professional Development Pay Scale for 2008-2009 contract negotiations. The purpose of the Professional Development Pay Scale will be to provide higher pay rates for employees on this pay schedule who select to improve professional skills which benefit the Belen Consolidate School District.

APPENDIX C

PAY SCHEDULE 2007-2008 Secretarial, Clerical, Specialist Employees

Entry-Level Start Rates

Level	Minimum pay per hour
A1	\$7.25
A2	\$7.94
A3	\$8.81
A4	\$9.68
A5	\$10.55
A6	\$11.41
A7	\$12.29
A8	\$13.48

- Listed pay rates are *minimum* start rates.
- Maximum pay rates depend on a combination of professional development pay increases and experience pay raises.
- Employee pay on this schedule is based on 108 - 241 workdays @ 8 hours per day.

Experience Pay Increases

- BFSE will negotiate annual experience raises for employees on this pay schedule. The amount of experience raises shall dependent on money made available by the New Mexico Legislature.
- Effective July 1, 2007, employees on this pay schedule shall receive an \$867.60 experience pay increase for 2007-2008.
- Effective July 1, 2007, employees on this pay schedule with 20 or more years of continuous years of experience with the Belen Consolidated School District shall receive a longevity allowance. See Article 21, No. 9 for details.

Professional Development Pay Increases

- Effective October, 2007, Belen Federation of School Employee and the Belen Consolidated School District will develop a Professional Development Pay Scale for 2008-2009 contract negotiations. The purpose of the Professional Development Pay Scale will be to provide higher pay rates for employees on this pay schedule who select to improve professional skills which benefit the Belen Consolidated School District.

APPENDIX D

PAY SCHEDULE 2007-2008 Cafeteria Services Employees

Entry-Level Start Rates

Level	Minimum pay per hour
C1	\$7.25
C2	\$7.39
C3	\$9.24
C4	\$9.78
C5	\$10.33

- Listed pay rates are *minimum* start rates.
- Maximum pay rates depend on a combination of professional development pay increases and experience pay raises.
- Employee pay on this schedule is based on 108 - 241 workdays @ 6 hours per day.

Experience Pay Increases

- BFSE will negotiate annual experience raises for employees on this pay schedule. The amount of experience raises shall dependent on money made available by the New Mexico Legislature.
- Effective July 1, 2007, employees on this pay schedule shall receive a \$495.00 experience pay increase for 2007-2008.
- Effective July 1, 2007, employees on this pay schedule with 20 or more years of continuous years of experience with the Belen Consolidated School District shall receive a longevity allowance. See Article 21, No. 9 for details.

Professional Development Pay Scale

- Effective October, 2007, the Belen Federation of School Employees and the Belen Consolidated School District will develop a Professional Development Pay Scale for 2008-2009 contract negotiations. The purpose of the Professional Development Pay Scale will be to provide higher pay rates for employees on this pay schedule who select to improve those professional skills which will benefit the Belen Consolidated School District.

APPENDIX E

PAY SCHEDULE 2007-2008 Security Employees

Entry-level Start Rates

Level	Minimum pay per hour
M1	\$7.25
M2	\$7.61
M3*	\$8.16
M4	\$8.70
M5	\$9.78
M6	\$10.33
M7	\$11.41

- Listed pay rates are *minimum* start rates. Maximum pay rates depend on a combination of professional development pay increases and experience pay raises.
- M3: Entry level.
- Employee pay on this schedule is based on 180 workdays @ 8 hours per day.

Experience Pay Increases

- BFSE will negotiate annual experience raises for employees on this pay schedule. The amount of experience raises shall dependent on money made available by the New Mexico Legislature.
- Effective July 1, 2007, employees on this pay schedule shall receive a \$760.83 experience pay increase for 2007-2008.
- Effective July 1, 2007, employees on this pay schedule with 20 or more years of continuous years of experience with the Belen Consolidated School District shall receive a longevity allowance. See Article 21, No. 9 for details.

Professional Development Pay Increases

- Effective October, 2007, Belen Federation of School Employee and the Belen Consolidated School District will develop a Professional Development Pay Scale for 2008-2009 contract negotiations. The purpose of the Professional Development Pay Scale will be to provide higher pay rates for employees on this pay schedule who select to improve professional skills which benefit the Belen Consolidate School District.