

**ARTICLE 42  
HEALTH AND SAFETY**

1. The District will provide healthful and safe working conditions for all employees.
2. The District, the Federation, and employees will comply with all applicable health and safety codes, regulations, and laws.
3. Employees will immediately verbally report to their immediate supervisor any and all unsafe working conditions and in writing by the end of the day.

**ARTICLE 43  
TEACHING/WORKING ENVIRONMENT**

1. Teaching is recognized as the teacher’s primary responsibility. However, non-instructional duties are also a part of a licensed professional employee’s responsibility. Non-instructional duties shall be assigned to employees on an equitable basis.
2. Classroom interruptions shall be kept to a minimum.
  - 2.1 Licensed professional employees shall receive a minimum of 24 hours notice of assemblies, presentations, group or individual testing, except in the case of emergencies.
  - 2.2 Licensed professional employees perception of excessive classroom interruptions shall be addressed in Meet and Confer sessions.

**ARTICLE 44  
WAGE AND SALARY PROCEDURES**

**1. General**

- 1.1 Upon initial employment, bargaining unit employees will be placed at the first step of the salary schedule until documentation of credentials can be verified.
- 1.2 A bargaining unit employee shall receive credit on the salary schedule for experience, training, and/or education, whichever is appropriate to the

position, provided the employee submits official transcripts corroborating the training and education, or the completion of the coursework to the District Central Office no later than October 10<sup>th</sup> of the year in which recognition of the credit begins and provided the employee has notified the District in advance.-Salary will be retroactive to beginning of contract date.

1.3 Bargaining unit employees shall be placed on the approved appropriate salary schedule for the job title based on the training, education, and/or experience approved by the district.

1.4 Bargaining unit employees shall begin receiving salary schedule compensation for additional training and education no later than three weeks after October 10<sup>th</sup> of the year in which approval of the credit is obtained.

1.5 There shall be no movement on the salary schedule, except for promotions, unless first negotiated by the parties and approved by the District School Board. All salary schedules are negotiated annually.

1.6 Refer to salary schedule and calendar for pay periods. If a pay day falls on a weekend, holiday, or a day during an extended break, the employees shall be paid on the last work day immediately preceding the weekend, holiday, or break.

## **2. LICENSED PROFESSIONAL**

2.1 At the time of initial employment each licensed professional shall receive one year of experience on the salary schedule for each full year of approved District or out-of-district experience directly related to the position currently held up to a total of 22 years. For the purpose of this section, a year of experience shall be defined as at least one half of the established work year as determined by the district or the reporting institution that is accredited by an accrediting agency approved by the District. This shall not be applied retroactively.

2.2 Each licensed professional shall be compensated for approved additional training directly related to the position currently held in accordance with the approved salary schedule.

2.4 Employees who are currently credited, as of the 1994-1995 school year, with additional hours on the salary schedule will be grand fathered.

2.5 Part-time licensed professional employees shall be hired in blocks of one (1) through seven (7). Lunch breaks shall not be included in the computation. The licensed professional shall be compensated at the rate of one-seventh (1/7) of the annual salary to which the licensed professional employees would have been entitled as a full-time licensed professional employees for each block or fraction of a block for which the licensed professional employee is hired.

2.6 Licensed professional employees agreeing to teach during their preparation period shall be paid in accordance with these same procedures.

### **3. LICENSED PARA-PROFESSIONAL**

3.1 Employees shall be placed on a salary schedule that is designated for their job title.

3.2 Each Licensed Para-Professional shall receive one year of experience on the salary schedule for each full year of approved District or out-of-district experience directly related to the position currently held. A combined total of 15 years of in-district and out-of-district experience, if earned, is allowed at the time of initial employment. Approved experience must be experience as an educational assistant.

### **4. NON-LICENSED**

4.1 A combined total of ten years of experience, with a maximum of five years of outside experience, if earned, shall be allowed at the time of initial employment. An employee who moves from one job title to another will be permitted to apply the employee's credited years of service to the new job title when the District determines there is a direct correlation of skills. When the District determines there is no direct correlation, or where movement is from a non-licensed to a licensed position, the employee will be placed on the beginning salary of the appropriate salary schedule.

5. APPENDIX “F” SHALL CONSIST OF THE APPLICABLE SALARY/WAGE SCHEDULES.

**ARTICLE 45  
USE OF A PERSONAL VEHICLE**

An employee required by the District to use his/her personal vehicle during the employee’s workday for District business shall be compensated as per the New Mexico mileage and Per-Diem Act.

**ARTICLE 46  
INSURANCE BENEFITS**

1. Each employee working 15 hours per week or more shall be eligible for insurance benefits available in the District unless otherwise indicated. Upon employment with the District, each employee shall be provided a complete explanation of the benefits for which the employee is eligible. Each employee shall be provided with a brochure outlining plan benefits for each plan chosen by the employee.
2. Any employee’s share of premiums for insurances shall be deducted from the employee’s paycheck each pay period in equal installments.
3. The District shall, at a minimum, provide group insurance benefits to eligible employees as required by law.
4. The District shall assume the premium cost required by law for each available insurance plan. In the event of changes in the statutory premium requirement, the District will maintain the current percentage schedule until the parties negotiate changes in a successor agreement or re-opener.
5. The District shall provide professional liability and Workers’ Compensation coverage for employees in accordance with New Mexico law.
6. Employees shall be entitled to invest in tax-sheltered annuities and deferred compensation programs currently available through the Business Office by payroll deduction. Deductions shall be made and forwarded to the investment company.

7. Employees shall be notified in writing of their opportunity to continue their insurance benefits through COBRA in the event of a separation, termination, or leave without pay during the District orientation meeting and at the time the above stated actions occur.
8. The Federation and the District shall meet periodically at the request of either party to discuss the implementation and experience of the group insurance plans. The District shall provide the Federation with all data and documents related to the plans and the plan experience not considered confidential.
9. Any reduction in insurance benefits will require the District and Federation to meet and confer regarding the proposed change.

**ARTICLE 47  
COMPLETE AGREEMENT**

The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this agreement. No additional negotiations shall be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This agreement replaces any and all previous agreements by the parties.

The District and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 48  
AGREEMENT DURATION**

1. This Agreement shall become effective (upon ratification and signature by both parties) and shall remain in full force and effect through. **June 30, 2010**

Negotiations for wages and compensation shall be re-opened during each year of this agreement. Re-opener negotiations shall commence when funding availability is known and as agreed by the parties.

Each party may submit up to three (3) non-economic items for negotiations during the contract re-openers.

2. Amendments to this Agreement may occur provided both parties agree to the amendment. Such approval and amendments shall be executed in writing and shall have full force and effect upon signing by both parties.

# Signature Page

IN WITNESS WHEREOF, the parties hereto affix the signatures of their respective officers and representatives.

## CUBA UNIFIED EDUCATORS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Negotiator

## CUBA INDEPENDENT SCHOOL DISTRICT #53

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President of School Board

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

## **APPENDIX A**

1. The “Licensed Professional” occupational group is a part of this bargaining unit and shall include the following job titles: Licensed professional employees (Teachers), Counselor, Nurse, Librarian, and Ancillary Staff (Therapists).
2. The “Licensed Para-Professional” occupational group is part of this bargaining unit and includes the job title of Instructional Assistants.
3. The “Non-Licensed” occupational group is a part of this bargaining unit and shall include the following job titles: Secretary, Cook, Custodian, Maintenance Worker, Data Manager, and Bus Driver.



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

- A. direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
- B. determine qualification for employment and the nature and content of personnel examinations;
- C. take actions as may be necessary to carry out the mission of the public employer in emergencies; and
- D. retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act [10-7E-1 to 10-7E-26 NMSA 1978].

## Cuba Independent School Grievance Form

Name of Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Alleged Violation: \_\_\_\_\_

\_\_\_\_\_

Party Against Whom the Grievance is Filed: \_\_\_\_\_

Witnesses to the Alleged Violation: \_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_

Please Attach Any Supporting Documents for the Alleged Violation. Identify These Documents by Title and Date.