

PROFESSIONAL STAFF BEREAVEMENT LEAVE

Each employee shall be granted ~~three (3)~~ **five (5)** consecutive days paid bereavement leave days in the event of each death in the employee's immediate family as defined in GCCA. ~~An additional two (2) days of the employee's accumulated leave can also be taken for each death. If the employee has not accumulated leave, the additional two (2) days will be deducted from the employee's pay. A maximum of five (5) leave days can be taken for each death.~~ **The employee may also utilize any other unused leave.**

Adopted: date of manual adoption

CROSS REF.: GDC – Support Staff leaves and absences

**PROFESSIONAL / SUPPORT STAFF
GENERAL LEAVE**

Each employee shall be credited at the commencement of each year with two (2) days leave and will continue to accrue additional leave at the rate of one (1) work day for each twenty (20) work days with unlimited accumulation. Previously accumulate sick and personal leave shall be converted to general leave and applied to each employee's accrued leave effective with the beginning of the new contract year.

Family, for purposes of this leave, shall include:

- | | |
|----------|----------------------------------------|
| Spouse | Grandparents |
| Children | Grandchildren |
| Parents | Like relations created by marriage |
| Siblings | (e.g., stepchild, father-in-law, etc.) |
| Aunt | Uncle |

Accrual of leave will begin on the date the employee first reports to work.

Time spent by an employee on paid leave shall be counted for seniority purposes and accrual of leave. Time spend on unpaid status shall not be counted for seniority purposes.

Paid leave for certificated staff will be taken either one-half (1/2) day or full day, and support staff paid leave shall be taken either one-half (1/2) day or full day, or by the hour.

When a staff member exhausts all days of accumulated leave, an unpaid leave of absence must be requested, pursuant to District policy.

Bargaining unit employees are required to inform their supervisors before 2:30 pm, if possible, each day that they miss work that they will or will not be returning to work on the following day. Failure to give proper notice as required by the School District may result in the denial of such leave, the loss of pay and/or disciplinary action.

All applications for leaves with duration in excess of five (5) consecutive days shall be submitted to the Assistant Superintendent for Human Resources no later than ten (10) days prior to the requested commencement date of the leave or in the event of an emergency, as early as possible.

No more than ten percent (10%) of a work unit, school or other identified groupings of employees may take leave at any one time.

Requests shall be acted upon in order of receipt, and the availability of substitutes or temporary replacements, if necessary, may limit the number of requests granted at any one (1) time.

Leave will not be granted during the following periods without a stated reason satisfactory to the unit supervisor:

- On the day immediately preceding or following a holiday or vacation.
- During the first (1) week of school or the last week of school.

Upon request, the staff member shall inform the Superintendent of the following:

- Expected date of return from leave.
- Where the staff member may be contacted during the leave.

If an employee who has used all of their accrued leave and had their pay docked and the employee has completed their contract the employee may request reimbursement of the lost pay if they have leave days accrued at the end of the year.

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

Adopted: date of manual adoption

CROSS REF.: GDC - Support Staff leaves and absences

Leave will not be granted during the following periods without a stated reason satisfactory to the unit supervisor:

- On the day immediately preceding or following a holiday or vacation.
- During the first (1) week of school or the last week of school.

Upon request, the staff member shall inform the Superintendent of the following:

- Expected date of return from leave.
- Where the staff member may be contacted during the leave.

If an employee who has used all of their accrued leave and had their pay docked and the employee has completed their contract the employee may request reimbursement of the lost pay if they have leave days accrued at the end of the year.

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

Adopted: date of manual adoption

CROSS REF.: GDC - Support Staff leaves and absences

**SUPPORT STAFF
LEAVES AND ABSENCES**

These policies and administrative regulations apply to all employees unless a statement within the policy is made to the contrary, the policy is superseded by a Board approved negotiated agreement with members of the AFT Local #4212 bargaining unit, or there is a contractual agreement entered between the district and an individual employee on the same topic.

Refer to GCC through GCCD and GCCH; the terms and conditions of these policies apply to support staff personnel unless a written policy stating a contrary intent is included.

**AGREEMENT BETWEEN
GADSDEN INDEPENDENT SCHOOL DISTRICT AND
AFT LOCAL #4212**

**ARTICLE 1
INTRODUCTION**

This Agreement was entered into by the Gadsden Independent School District and AFT Local # 4212 on March 12, 2013, at Gadsden Middle School at Anthony, New Mexico.

**ARTICLE 2
RECOGNITION**

The Gadsden Independent School District School Board, hereinafter referred to as "Board", hereby recognizes AFT Local #4212, hereinafter referred to as "Federation", as the exclusive representative to negotiate wages, hours, and other terms and conditions of employment to include the impact of instructional and professional decisions made by the employer for all regular non-supervisory teachers and non-supervisory support staff personnel position as stated below pursuant to PELRB Case #309-05.

Accounts Payable Specialist
Administrative Support
Attendance Clerk
Bookkeeper
Building Mechanic
Child Find/Family Education
Clerk
Clerk/Cook
Community Liaison I.A. (CLIA)
Coach
Community Support System Tech
Computer Assistant
Computer Technician
Cook
COTA (SPED position)
Counselor
Crossing Guard
Custodial Equipment Repairman
Custodial Services Warehouse Person
Custodial Services Specialist
Custodian
Head Custodian
Custodian/Building Mechanic
Data Processing Clerk
Day Care Assistant

Diagnostician
District Instructional Specialist
District Data Entry Clerk
Driver (SPED)
Educational Resource Specialist
Electrician
Facilitator
Federal Programs Specialist
Fixed Assets Bookkeeper
Grounds Shop Foreman
Grounds Shop Technician
Groundskeeper
Health Assistant
HVAC and R Technician
Instructional Assistant
Instructional Assistant Kinder
Instructional Assistant SPED
Instructional Coach
Instructional Specialist
Interpreter
Job Coach
Liaison
Librarian
Library Assistant
Library Technician
Locksmith

13. Bargaining unit employees will meet their responsibility to notify their principal or immediate supervisor of anticipated absences in accordance with paragraph 4, of Article 33. Failure to give proper notice as required by the contract and School District may result in the denial of such leave, the loss of pay and/or disciplinary action.

14. The parties agree to converting sick and personal leave to general leave.

**ARTICLE 38
ANNUAL LEAVE**

1. Two hundred sixty (260) bargaining unit employees shall accrue annual leave as follows:

1.1 Employees with ten (10) years or less experience with the District will earn ten (10) days per year with a maximum accrual of twenty (20) days.

1.2 Employees with more than ten (10) years experience with the District will accrue fifteen (15) days per year with a maximum accrual of thirty (30) days.

**ARTICLE 39
BEREAVEMENT LEAVE**

Each employee shall be granted five (5) days paid bereavement leave in the event of each death in the employee's immediate family as defined in Article 37. The employee may also utilize any other unused leave.

**ARTICLE 40
LEAVE**

1. Each employee shall be credited at the commencement of each year with two days leave and will continue to accrue additional leave at the rate of one (1) work day for each twenty (20) work days with unlimited accumulation.


2. If an employee who has used all of their accrued leave and had their pay docked and the employee has completed their contract the employee may request reimbursement of the lost pay if they have leave days accrued at the end of the year.

**ARTICLE 41
PARENTAL LEAVE**

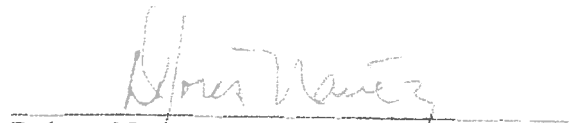
1. An extended leave of absence not to exceed 60 work days or 12 work weeks or the remainder of the semester, whichever is longer, shall be granted an employee for the purpose(s) of child bearing/rearing any time between commencement of pregnancy and the child's first birthday. Upon request of the employee, the District may extend the leave to a maximum total absence of one (1) year, or the end of a semester, whichever is longer. This additional leave shall be without pay.

**AGREEMENT BETWEEN
GADSDEN INDEPENDENT SCHOOL DISTRICT AND
LOCAL #4212
SIGNATURE PAGE**

Approved this 25th day of April, 2013, by the Gadsden Independent School District Board of Education during its Regular School Board Meeting held at Gadsden Administrative Complex in Sunland Park, New Mexico.



Efrén Yturralde, Gadsden I.S.D. Superintendent



Dolores Narez, AFT Local #4212 President