

**THE
NEGOTIATED AGREEMENT**

BETWEEN

**THE
ALBUQUERQUE MUNICIPAL
SCHOOL DISTRICT NUMBER 12**

AND THE

**ALBUQUERQUE SECRETARIAL/CLERICAL
ASSOCIATION**

2015-2017

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AGREEMENT

This Agreement was made and entered into at Albuquerque, New Mexico, between the Albuquerque Municipal School District Number 12, County of Bernalillo, State of New Mexico (the “District”) and the Albuquerque Secretarial/Clerical Association (the “Association”) as of *June, 2015*.

Article 1 RECOGNITION

- A. The District hereby recognizes and agrees that the Association has the sole and exclusive right to represent all secretaries and clerks as their bargaining agent pursuant to APS Board of Education Employee Relations Policy H.1.
- B. The employees covered by this Agreement include those paid on the secretarial/clerical salary schedule excluding supervisors and secretarial/clerical employees determined to be confidential. Those confidential employees include: All employees in the Office of Employee Relations, one (1) employee in the Office of Risk Management, one (1) employee in the Budget and Accounting Department, and up to twelve (12) employees in the Human Resources Department.

Article 2 AGREEMENT CONTROL

- A. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void.
- B. This Agreement is entered into pursuant to the terms of Board’s Employee Relations Policy H.1, and should there be any conflict between the terms of this Agreement and the terms of the Board’s Policy, as *revised*, the Policy shall control.

Article 3 NEGOTIATING PROCEDURE

- A. Not later than May 1 of the calendar year in which this Agreement is subject to reopener or expires, or on such date agreed to by both parties, the parties agree to begin negotiations in accordance with the procedures set forth herein.
- B. Negotiations shall be conducted in closed sessions. Each party shall have a negotiating team of not more than six (6) members.
- C. It is recognized that all agreements reached as a result of such

negotiations shall be tentative until ratification by both parties is effected pursuant to the ratification procedures set forth in Board Policy H.1.

- D. The parties agree to meet at reasonable times, to bargain in good faith, and to execute a written contract incorporating any agreement reached.
- E. In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service.

Article 4 NONDISCRIMINATION

- A. The District shall not discriminate against any secretary/clerk in the bargaining unit on the basis of race, color, religion, gender, age, national origin, marital status, sexual orientation, place of residence, disability, membership or non-membership in any secretarial/clerical organization except when the District determines there is a bona fide occupational qualification.
- B. the Association recognizes its responsibility as the bargaining agent and shall represent equally all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Article 5 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise. All grievances shall be processed as provided herein. To the extent provided by law, the parties agree that this procedure shall be the exclusive remedy for all allegations of violations of this contract.
- B. A grievance shall mean an allegation by an employee(s) or the Association that there has been a violation of any provision(s) of this Agreement.
 - 1. The term "workday" when used in this Article shall mean working school days. During the summer months, "workday" shall be defined as Monday through Friday, or during nonschool periods Monday through Friday exclusive of any holidays recognized under this Agreement.
 - 2. The "aggrieved party" shall mean an employee in the bargaining unit or the Association.
- C. The District and the Association agree that these proceedings and all information relating to a grievance will be kept informal and confidential.
- D. Since it is important that grievances be processed as rapidly as

possible, the number of days indicated at each level shall be maximum, and every effort shall be made to proceed as quickly as possible.

1. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
 2. The aggrieved must file a written grievance within ten (10) workdays of the act or discovery of the act that caused the grievance.
 3. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues.
 4. Failure to submit the decision in writing within ten (10) workdays will cause the grievance to automatically proceed to the next level.
 5. If the immediate supervisor has the authority to resolve a grievance, the grievance shall be filed at Level One. If the immediate supervisor does not have this authority, the grievance shall be filed at Level Two.
- E. If a grievance affects a group of employees at two (2) or more work locations, the Association may submit such grievance on behalf of the employees affected directly to the Office of Employee Relations. The Association shall identify the employees and work locations and submit the names of employees where feasible.
- F. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participant(s). No reprisal shall be taken by the District or any member of the administration against any employee participating in the processing of a grievance.
- G. All grievances and appeals of such must be filed on appropriate forms as provided by the Office of Employee Relations.
- H. Level One
1. The aggrieved party or the Association shall submit the grievance in writing to the aggrieved party's immediate supervisor. The grievance must be signed by the aggrieved party. Within five (5) working days following receipt of the grievance, a meeting shall take place between the employee's immediate supervisor and the employee to discuss the grievance. An Association representative may attend provided prior arrangement has been made through the Office of Employee Relations. Within ten (10) workdays following such meeting, the immediate supervisor shall give the aggrieved party a written response to the grievance.
 2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two

within ten (10) workdays of receipt of the decision by filing said appeal with the Office of Employee Relations.

3. Failure to appeal the grievance within ten (10) workdays after receipt of the response shall result in dismissal of the grievance.
4. The parties agree to make available all pertinent, nonprivileged information in their possession or control which is relevant to the issues raised by the grievance.

I. Level Two

1. The Superintendent or designee shall meet with the aggrieved and/or a representative of the Association within fifteen (15) workdays after receipt of the appeal of the Level One decision in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony and call witnesses. The Superintendent shall determine the procedures for conducting the meeting. Both parties shall submit a list of witnesses to the person conducting the meeting at least forty-eight (48) hours in advance of the meeting.
2. The Superintendent or designee shall, within ten (10) workdays after such meeting provided above, render the decision in writing to all parties concerned.
3. If the Association and the aggrieved party are not satisfied with the disposition of the grievance, the party may appeal the grievance to Level Three. Failure to appeal the grievance within ten (10) workdays after receipt of the response to Level Two shall result in dismissal of the grievance.
4. Parties under this procedure shall be limited to the aggrieved party, hearing officer, representatives, the immediate supervisor, and witnesses.

J. Level Three

1. A grievance appealed to this level shall be heard by an Arbitrator who shall be selected as follows:
 - a. The parties may mutually agree upon an Arbitrator.
 - b. Alternatively, the parties may jointly request a list of Arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties will strive to mutually agree upon an Arbitrator from that list. If the parties cannot agree, they will follow the FMCS arbitrator selection procedures.
2. The Arbitrator shall schedule the hearing as soon as possible following acceptance of the appointment. The parties agree to make available all pertinent, nonprivileged information in their possession or control which is relevant to the issues raised by the grievance.
3. The Arbitrator may establish the rules of procedure and, at the

Arbitrator's discretion, may require the parties or witnesses to testify under oath or, upon demand of either party, shall require the parties or witnesses to testify under oath.

4. The Arbitrator's report shall be prepared and submitted in writing only to the District and aggrieved, within thirty (30) calendar days after the first meeting, and shall set forth the findings of the fact, rationale, conclusions, and the determination on the issues submitted. The determination shall be consistent with law and with the terms of this Agreement.
5. The Arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.
6. The determination of the Arbitrator on matters set forth in this Agreement shall be final and binding.
7. The determination of the Arbitrator shall be acted upon within thirty (30) calendar days.
8. The cost of services for the Arbitrator shall be shared equally by the District and the aggrieved. Unless the aggrieved party is represented by the Association, the District may require that the aggrieved party post the party's share of the expenses in advance of the hearing.

Article 6 MANAGEMENT RIGHTS

- A. the Association hereby acknowledges that the District shall retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Mexico.
- B. Subject to the law, the Board or its supervisory personnel shall also have the following rights:
 1. to direct the work of its employees; to hire, promote, lay off, and assign employees; to evaluate, demote, transfer, suspend, discharge, terminate and discipline employees for just cause;
 2. To take necessary actions in times of emergency when such situation is declared to exist;
 3. To manage and to exercise judgment on all matters not prohibited by this Agreement;
 4. To direct the operations and functions of the District in the most efficient and economical manner including, but not limited to, the right to enter into contracts with agencies or companies for services or materials.

Article 7 CONDITIONS OF EMPLOYMENT

7.01 Work Year/Duty Schedule

- A. An employee's workweek shall be forty (40) hours per week: eight hours per day, exclusive of lunch period, five (5) consecutive days per week. The work year for the employee shall consist of full-year, *two hundred sixty (260)*, *two hundred forty-eight (248)* days, or *two hundred six (206)* days. The *two hundred forty-eight (248)* day year will vary slightly from year to year based upon the number of workdays in the school year.
- B. Each employee shall have a thirty (30) minute, duty-free, uninterrupted lunch period which may be taken on or off the premises at the discretion of the employee. The employee and supervisor shall schedule one (1) *FIFTEEN MINUTE* break before lunch and one (1) *FIFTEEN MINUTE* in the afternoon. Upon the mutual agreement of an employee and the employee's immediate supervisor, an employee may take one or both of an employee's breaks immediately preceding or following the lunch period.
- C. Employees shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours per week. The employee may, in lieu of the overtime pay, make arrangements with the principal or supervisor for compensatory time off.
1. Compensatory time shall be credited on the basis of actual overtime worked. The "time and one-half" provisions of the Fair Labor Standards Act shall be applicable to these provisions.
 2. Compensatory leave must be taken within ninety (90) days of its accrual, or the employee will be paid for any leave accrued but not taken within this time. All compensatory leave must be scheduled with the prior approval of the supervisor.
- D. Employees shall be given notice forty-eight (48) hours prior to an overtime assignment unless unplanned and/or unforeseen circumstances require that less notice be given.
- E. Notwithstanding the provisions in 7.01 (A and B) should the District determine that the 248 day and the full-year employees' summer workweek/workday shall be four (4) days/ten (10) hours per day and/or that a winter shutdown during the approved winter recess shall be scheduled, the following shall apply:
1. Summer workday shall be ten (10) continuous hours exclusive of a lunch break. At the request of an employee, the District's established beginning and ending time may be adjusted by an employee's immediate supervisor in order to accommodate an employee or the District. The employee and immediate supervisor shall discuss the employee's request, but the immediate

supervisor's decision shall be final.

2. Each employee shall have a thirty-minute (30), duty-free, uninterrupted lunch period which may be taken on or off the premises. The employee and supervisor shall schedule one (1) break before lunch and one (1) break in the afternoon. The total amount of break time shall not be less than the total amount scheduled during the regular five-day (5), eight hours (8) per day schedule.
 3. Prior to the implementation of the summer schedule, an employee and the employee's supervisor may schedule overtime in order to accrue compensatory time which may be taken during the summer months.
 4. Prior to the implementation of a winter shutdown, an employee and the employee's supervisor may schedule overtime in order to accrue compensatory time which may be applied to the day(s) lost during the shutdown.
 5. The District shall provide the Association and the affected employees written notice of any anticipated four (4) day/ten (10) hours per day summer schedule or winter shutdown as soon as possible, but no later than thirty days (30) prior to the effective date of the schedule/shutdown.
- F. WHEN SCHOOLS ARE CLOSED ALL DAY BECAUSE OF INCLEMENT WEATHER:

1. All school-based employees shall NOT report to work. Employees contracted to work 206 days will make up the snow days as scheduled by the district. Employees contracted to work 248 or more days a year must use eight hours of annual or personal leave, make up the time lost, use flex time or comp time or elect to take leave without pay because there are not days built into the calendar to make up snow days. .

2. All Non-school-based employees shall, if possible, report to work as regularly scheduled. A reasonable allowance (within a two-hour timeframe) shall be made for late arrival of an employee required to work when schools have been closed. The allowance shall be granted without loss of pay. Non-school based employees not reporting to work for the entire eight hour day shall take an approved leave, make up the time lost, use flex time or comp time or elect to take leave without pay.

WHEN THE DISTRICT HAS DECLARED A TWO-HOUR DELAY:

3. All employees (both school-based and non-school based) will be given a reasonable allowance of time to arrive at work. However, if an employee cannot arrive within at least two-hour timeframe and is out for the entire day, the employee shall take an approved leave for the day of eight (8) hours, make up the time lost, use comp time or flex time or elect to take leave without pay.

G. When a work site is closed down due to a gas leak, no water, or any unsafe working condition, there will be no loss of pay. Approved leave can be taken; lost time may be made up; the employee can use comp time or flex time; or the employee can elect to take leave without pay.

H. In the interest of "B" Schedule employees performing their jobs efficiently, the District shall make every effort to have up-to-date equipment (computers, printers, etc), software and the proper ergonomic office setup.

I. CHANGE IN DAYS PER YEAR

When there is a request from a Department Supervisor to change days per year, APS and ASCA agree to convene an audit committee to look at the positions being considered for either an increase or decrease of days per year to determine if change is warranted. ASCA will be kept informed of the purpose of the change request and all employees impacted will be informed in writing. A contract change form will be implemented.

7.02 Assignments

- A. Each job title shall be assigned to one (1) of two (2) job classifications. The classification to which a job title is assigned shall be determined by the District primarily on the basis of skills and performance responsibilities.
- B. The immediate supervisor shall be responsible for the assignment and supervision of all duties; however, employees may receive assignments from others so designated by the immediate supervisor
- C. The District shall continue to maintain a classification program which shall include job audits and job descriptions for all bargaining unit personnel for the duration of the Agreement. Employees and supervisors shall participate in the conduct and development of the audit and descriptions. Following the completion of an employee's job audit, the employee's job description shall be compared and evaluated with other job descriptions containing comparable responsibility

levels. In the event specific job classifications are in need of being reclassified, the parties shall meet to implement the schedule of such reclassifications.

- D. At no time should “B” Schedule employees be required to supervise students **DURING THE DUTY DAY OR DURING LUNCH**, with the exception of student aides who are assigned to work with “B” Schedule Employees. Employees asked to do this periodically will be on a voluntary basis only. If a true emergency situation exists, the employee may be asked to do this as a temporary assignment. ASCA has the right, after an emergency assignment, to request a review of the emergency situation to establish validity.
- E. It is a violation of the ASCA/APS Contract to have a member of another employee work unit taking on the duties of a “B” Schedule employee (ex: Educational Assistants taking on the duties of a “B” Schedule position). If there is a need for a “B” Schedule employee to be hired at an APS work site, the position should be advertised and a “B” Schedule employee will be hired to fill the position.
- F. When a “B” Schedule employee has had a change in work year or work level due to a reorganization of a department, that employee shall sign a formal contract indicating the change in work year level and also indicating any grandfathering or Save/Harmless provisions.
- G. School based and non-school based sites will be sufficiently staffed per the District approved staffing formula. All elementary schools will have a clerk in place according to ruling from the Dept. of Labor.
- H. It is mutually agreed by APS and ASCA that we will work collaboratively to ensure that those employees who are performing the work of multiple positions due to the APS Budget Re-allocation will be reviewed in the future when there are funds available. APS and ASCA agree to review work overload, where it is excessive and there are unrealistic expectations at the work site, and address this jointly with the supervisor, employee, union representatives and APS representatives. APS and ASCA will also look at the effect and impact (over time) on workers who have taken on additional duties from eliminated positions.

I. Transferred Employees in the “B” Schedule: The parties agree that there will be mutual agreement between APS and ASCA regarding all movement of “B” Schedule personnel during cut backs or re-organizations at various work sites. ASCA will be kept informed of all movements and be involved in any meetings or budget re-allocations regarding personnel movements for the “B” Salary Schedule

J. Issuing Medications to Students

When a supervisor is considering asking a “B” Schedule employee to give medications to students at a work site, the supervisor will first ask the employee if they have any reservations about being given this duty and if they are comfortable issuing medications. When an employee is willing to perform this duty, training will be provided through the APS Nurse assigned to the school in question, before the employee proceeds with the new assignment. Employees NOT comfortable in this role or who are unwilling to issue medications to students cannot be coerced to do so. The “B” Schedule employee performing this duty, shall not issue medications as a regular or permanent assignment, but will do this on an emergency basis only.

K. “B” Schedule employees shall not be left *‘in charge’* at a work site, or make decisions that should not be made at this level. When a Principal or Lead Supervisor is away from their work site, an Administrator in Charge shall be identified. “B” Schedule employees will not be used or identified as supervisory personnel in any fashion on-the-job or in job title.

7.03 Seniority

An employee’s seniority with the bargaining unit shall be composed of the following:

1. Employee’s present continuous period of employment within the “B” schedule.
2. Any previous period of employment provided the interruption of employment did not exceed one (1) year.
3. Lay off periods which did not exceed six (6) months.
4. All Leaves of Absence which have been approved by the APS Extended Leaves Office.

7.04 Personnel Files

- A. There shall be one (1) file for each employee which shall be maintained in the Human Resources Department. Except for files provided in Article 5, paragraph F, no other files shall be maintained except for duplicates of material kept in the central files and information that the immediate supervisors maintain prior to submission to the Human Resources Department.
 - 1. Materials directly and solely related to reemployment references and references directly related to internal promotions where written references are required shall not be subject to inspection by the employee.
 - 2. Except as provided in 1. above, materials in school, Region or District files shall be subject to inspection by the employee.
- B. Administrators with legitimate District business related to the employee's employment will have access to an employee's confidential and open files.
- C. No anonymous, unsigned or second-party information may be placed in any employee's file.
- D. Each employee will have access to that employee's file.
 - 1. The employee has the right to be accompanied by an individual while examining that employee's file.
 - 2. The employee has the right to designate in writing an Association representative who may have access to that employee's file. Persons designated will be authenticated as bona fide Association representatives by an Association officer.
 - 3. An employee's file shall be available for inspection within a reasonable time after it has been requested.
- E. The employee will be given the opportunity to see any information prior to placement in the employee's open file except information related to routine file maintenance. The employee will be provided a copy of such material upon request. The employee shall acknowledge having read these materials by affixing a signature on the actual copy(ies) to be filed.
- F. The employee has the right to respond in writing to anything placed in the employee's open file and have such response placed with the material to which the response relates
- G. Any information placed in the employee's file may be removed after one (1) year at the request of the originator of the material if agreed to by the employee affected and approved by the Executive Director of Human Resources. In the event the originator of said

material is no longer available, the Employee Relations Director will function as the originator of the document.

7.05 Transfers

- A. The administration reserves the right to transfer employees as it becomes necessary. Such transfer shall be determined primarily on the basis of the District's needs. Notice of administrative transfer shall be made on a form provided by the District. Such notice will indicate the reason(s) for the transfer. When such an administrative transfer occurs, the employee shall be notified by the Human Resources Department of such transfer and shall be given the opportunity to apply for any vacancy. Administrative transferees shall be assigned to positions with salary classifications and workdays comparable to the positions held at the time of the transfer.
- B. An employee who has been administratively transferred because their position has been eliminated will have first option to move back into the position that was eliminated should that same position become available within one calendar year of the transfer.
- C. During APS Budget re-allocations or budget cutbacks, when "B" Schedule employees need to be shifted out of positions to a different position and location, APS and ASCA will use the Must HIRE Policy that has been mutually agreed to. If, during the course of shifting positions under these circumstances, there is a "B" Schedule employee who must take a lower level position, that employee will be held Save/Harmless for one year at the higher level salary. Lower level "B" schedule employees who must take a higher level position will be paid at the higher level upon taking the higher level position and no Save/Harmless provision will be in effect.

D. REMEDIAL ACTION TRANSFER FOR EMPLOYEES

This action is taken when an employee and a supervisor have developed a non-productive working relationship and the employee cannot invoke Article 7.06 (F) and is not within the first sixty (60) day probationary period (Article 7.10).

An employee who is not probationary or on an improvement plan and is not in a productive relationship with his/her supervisor and has exhausted mediation through APS Employee Assistance Program shall be able to transfer to an open position provided the receiving principal has requested the employee. This transfer will not be subject to the 30 day hold provision in Article 7.06 (G). APS and ASCA will make every effort to find a position that best suits the abilities of the employee being transferred. However, if the employee being transferred declines an offer made by APS for a transfer, the employee will then find a position on their

own. Timeframes shall be determined jointly by the parties.

This action will be taken for employees who have a good working record and evaluations. This action is not based on performance/conduct but may be a mutual agreement between the current supervisor and the employee. ASCA and APS agree to review documentation for each request on a case by case basis. Documentation will remain in-house.

Remedial action is taken to prevent the employee from working in an atmosphere where it is impossible to work productively and positively. If it is found that the employee is having similar difficulties at the new work location (after the move), ASCA and APS will meet to discuss the new placement and what action, *if any*, will be taken.

7.06 Job Vacancies

- A. All vacancies, shall be posted on the APS Employment Opportunities website. Vacancies shall be posted for a minimum of five (5) working days and shall be posted no later than ten (10) working days following the authorization of the Assistant Superintendent for Human Resources to post. An employee applying for such vacancy shall submit a letter of interest to the Human Resources Department within the advertised time. All APS vacancies advertised shall contain the major qualifications listed on the current job description, where applicable. The District reserves the right to list important specific job skills it needs in addition to those contained in the job description. Advertisements shall always reflect the District's anticipated employment needs.
- B. A short-term vacancy is defined as a temporary vacancy of not more than one year. Short-term vacancies may be advertised in accordance with Article 7.06A, or may be filled by a member of the bargaining unit at the same worksite. Should an employee from the same worksite be selected for a short-term assignment, he/she will return to the former position at the end of the term, subject to the assignment provisions of the Agreement. This provision shall not apply to employees who come into a short-term assignment from another worksite. If the short-term vacancy becomes a permanent vacancy, the District may either advertise the vacancy or permanently assign the employee who is on the short-term assignment to that position.
- C. An employee who occupies a permanent position within the bargaining unit may apply for a short-term position at another worksite. If the employee is assigned to the short-term position, the employee shall be informed by the District that the position is short-term. The District shall also notify the employee of the expected termination date of the short-term vacancy. This

notification shall be provided as soon as possible after the District receives this information. The employee may apply for other bargaining unit positions while occupying the short-term position. If the employee does not receive appointment to another position, the employee shall be administratively transferred to another position with a grade classification and work year which are no less than the grade classification and work year assigned to the permanent position occupied by the employee prior to the employee's assignment to the short-term position.

- D. The parties agree that all "B" Schedule employees will have a current Skills Test on file when applying for positions within the "B" Schedule. Applicants to the "B" Schedule will have a current Skills Test on file before being interviewed. Skills Tests are out of date when the test is over five years old.

The skills Test is to be determined and mutually agreed to by the parties. Schools and Departments have the option of creating their own job-specific test to be given at an interview. Applicants within the "B" Schedule whose Skills Test is out of date will be notified by HR. Notice of Skills Test requirements and any job-specific testing to be given by Schools or Departments will be visible on all "B" Schedule position advertisements.

**The Applicant Skills Test is made up of the following:
Keyboarding; Alpha/Numerical; Spelling; Basic Math; Basic Excel (for skills measurement only with no time constraint); Basic Word: 10- Key (bookkeeping positions only); and Bank Reconciliation (bookkeeping positions only).**

All applicants for Level Three positions must also have a Bookkeeping Test on file and in the applicant packet to be screened by the prospective supervisor.

The parties shall meet on a periodic basis to check on the success of the testing or any changes that need to be made. The parties shall address disputes of Article 7.06 (D) on a case-by-case basis.

- E. A keyboarding test shall only be required from employees as part of a battery of entry level skills tests for new employees if the supervisor determines that a keyboarding test is necessary and the vacancy's responsibilities include keyboarding. An employee's best keyboarding test score earned on District equipment shall be used by the District when an employee submits a letter of interest to compete for a vacancy.

- F. An employee who receives a promotion or lateral transfer and does not perform the job satisfactorily at the conclusion of the first thirty (30) calendar day period, at the supervisor's request, may be returned to the employee's former position, if available, or to one substantially equal. The employee, at the conclusion of the same thirty (30) calendar day period, may request to return to the position previously held, if available and has not been filled, or the employee may elect to remain in the new position for three months (according to Article 7.09E) and request a transfer or promotion at that time.
- G. An employee receiving a promotion or a lateral transfer shall be placed in the position no later than thirty (30) calendar days after the employee has been offered the position by the Human Resources Department with the understanding that the employee may be required to return to their former position to provide training for up to three (3) days **OR CLEAR UP ANY WORK NOT COMPLETED** during the 30 day period. If work is not completed within thirty (30) days, Progressive Discipline will be implemented.
- H. Secretarial vacancies that are filled by an hourly employee will be advertised on the APS website no later than three (3) months after the position has been vacated.
- I. The Human Resources Department shall issue a monthly memorandum to employees listing the names and positions promoted during the previous month.
- J. **Outside Hiring Practice:** When a "B" Schedule position has been vacated, a temporary/hourly may be used while the position is being advertised. After the temporary/hourly has been in the position for three (3) months, the position will be advertised internally again. If there are no internal employees who apply for the vacant position, a request may be made to advertise the position externally.

7.07 Termination and Suspension

- A. An employee may be suspended only for good and just cause and in the event shall be notified in writing of the action and the reasons therefore and shall have the right to file a grievance as provided for in Article 5. Employees on a probationary status may be suspended with such action not subject to the grievance procedure.
- B. An employee who is terminated but who has not completed three (3) consecutive full years of employment with the District, may be terminated only in accordance with the law and not subject to the grievance procedure.

- C. An employee who has completed three (3) consecutive full years of employment with the District may be terminated only for good and just cause in accordance with the law and not subject to the grievance procedure.
- D. Any employee suspended shall be suspended with pay until determination of the action to be taken is made. If it is determined, following the investigation, that loss of pay to the employee is warranted; reduction in pay shall become retroactive beginning with the first day of suspension. If a termination occurs as a result of the investigation, the date of termination shall be the same as the date of suspension.
- E. An employee's work status with the District shall be automatically terminated when the employee fails to report for work for a period of three (3) or more consecutive working days and notification was not given to the immediate supervisor during such absence, except when it is determined by the administration that the circumstances of such absence were justified and precluded giving notification.
- F. Employees have the right to be accompanied by an Association representative to represent them during meetings held beyond the worksite level at which decisions related to their employment are being considered.
- G. Elements of progressive discipline used to correct employee behavioral or performance problems include:
 - 1. verbal counseling- Documentation , including dates and times, shall be provided of the verbal counseling (employee to initial document)
 - 2. written notice
 - 3. letter of reprimand
 - 4. suspension
 - 5. terminationDepending upon the severity of the infraction and/or the employee's prior work and disciplinary history, supervisors may choose to omit one, some, or all of the above steps.
- H. Prior to or at the same time, whenever an employee receives notice of suspension or termination, the District will send the same notification to the President of ASCA and the Field Representative via fax or e-mail.

7.08 Reduction in Force

If and when the District deems it necessary to initiate a reduction in the employee work force, excluding employees working on special projects, by laying off regular full-time employees, the District agrees to meet with the Association and to negotiate the procedures for such a reduction.

7.09 Evaluation Procedures

- A. The purpose of the evaluation process shall be to: increase productivity, evaluate performance, communicate with the employee on how he/she is performing, recognize strengths, identify areas needing job performance improvement and identify training and development opportunities.
- B. The evaluation of an employee is the responsibility of the immediate supervisor.
- C. All evaluations shall be conducted openly and with the full knowledge of the employee concerned.
- D. All probationary employees shall be evaluated at least twice during their probationary period.
- E. Employees beginning a new assignment shall be evaluated once at the end of the first three (3) months of the new assignment. The employee is not eligible to request a transfer or promotion during this period, unless such movement would permit the employee to be evaluated by the same supervisor.
- F. Employees shall be evaluated annually or more frequently when it is felt necessary by the immediate supervisor. The employee will be given a copy of the evaluation report and will be offered the opportunity to discuss the evaluation before it is submitted to the Human Resources Department.
- G. The evaluation will be in writing on a report form provided by the District.
- H. The employee will be offered the opportunity to place comments on the evaluation report or submit a written response. The employee shall sign the evaluation indicating acknowledgment that the evaluation has been read and understood.
- I. An employee who receives any performance needs improvement or unsatisfactory ratings shall be informed in writing by the immediate supervisor of the reasons for the rating(s). The immediate supervisor will also provide recommendations for improvement, assistance, a timetable for expected improvement and the consequences if improvement is not shown at the end of the time period.
- J. At the end of the specified remediation time period, the supervisor will provide and share with the employee a written summary of the current status of the points needing improvement or rated as unsatisfactory. This summary will be placed into the employee's personnel file.
- K. Evaluation Procedures: A Growth Plan will not last longer than three (3) months. At the end of three months, APS will work with ASCA to determine by mutual agreement if the Growth Plan needs to be

adjusted or revised.

- L. While progressing through a Growth Plan, an employee will not be eligible to request a transfer until the plan has been completed successfully. The parties shall address disputes of Article 7.09 (L) on a case-by-case basis

7.10 Probationary Employees

A. An employee shall be considered probationary for the first six-(6) months of employment or reemployment. An employee reemployed after an absence of less than one (1) year and having previously completed a probationary status period shall not be considered probationary.

1. All New Hires in Short Term positions shall not apply for a permanent position within the “B” Schedule for three (3) months.

2. An employee is not eligible to request a transfer or promotion while on probation unless such movement would permit that employee to be evaluated by the same supervisor.

- B. No annual leave time will be granted during the first six-(6) months of employment although the employee will earn annual leave time during that period. No employee will be paid for annual leave time upon termination unless six (6) months of employment have been completed.

C. Employees will not be eligible for personal leave until six (6) months of service has been completed.

D. Employees will not be eligible to request long term leave until the probationary period has been completed.

E. All other provisions of this Agreement shall apply during the probationary period except as provided herein.

F. **Employees** beginning a new assignment shall be evaluated once at the end of the first three (3) months of the new assignment. The employee is not eligible to request a transfer or promotion during this period, unless such movement would permit the employee to be evaluated by the same supervisor.

7.11 TRAINING POSITION

It is mutually agreed by APS and ASCA that we will plan and work toward creating a Training/Floater position within the “B” Salary Schedule. This position would orient and train new employees to the “B” Salary Schedule and also employees new to a position. The job description will be created jointly by APS and ASCA.

Article 8 BENEFITS AND LEAVES-

A. **8.01 General Provisions- Family Member Definition:** A person who is a spouse, domestic partner, father, father-in-law, grandparent, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, ward, brother, brother-in-law, sister, sister-in-law, grandchild, aunts and uncles of the Albuquerque Public Scholl employee. Family members shall include any individual residing in the employee's household, or a person for whom the employee is legally responsible.

This definition applies to the Bereavement Leave Policy and Nepotism Procedural Directive.

Immediate Family Member Definition: A spouse, domestic partner, child, step-child, brother, step-brother, sister, step-sister, mother or father of the Albuquerque Public School employee.

This definition applies to the Sick Leave Policy.

- B. Application for Leaves: All leaves of *ten* (10) consecutive work days or less will be requested through and approved by the principal or immediate supervisor. Extended leaves of more than *ten* (10) days, with or without pay, will be requested through the Extended Leave Clerk's Office in the Department of Human Resources. Employees shall notify supervisors with a two (2) week notice of their intent to take an extended leave of absence.
- C. Time spent on extended leaves of absence will not be considered a break in continuous service.
- D. Unless otherwise stated herein, extended leaves of absence may be granted for a period up to one (1) year.
- E. An employee returning from an extended leave of absence shall be assigned to the position held at the time the leave commenced provided the position exists and has been approved for staffing. If the original position is not available, a position at the same grade level will be offered. In addition, an employee returning early from an extended leave of absence will be placed in the position held at the time the leave commenced provided the position has not been filled by a short-term employee. If the position has been filled by a short-term employee, the employee returning from the extended leave shall either opt to return to work at the end of the extended leave or apply for another position.
- F. All leave days are based upon the number of hours worked in the year and the number of hours in a duty day.
- G. Inappropriate or excessive use of leave with pay may be cause for disciplinary action including dismissal.

- H. Insurance Premium Payment During Leaves of Absence: APS will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of one (1) year while an employee is on an unpaid leave of absence. If the leave is extended beyond one (1) year, the employee will be responsible for paying the total premiums for his/her coverage and that of his/her dependents. Failure to do so will result in loss of coverage. Employees should consult their group insurance booklet to determine their insurance coverage during such a leave of absence.
- I. Return from Leave:
- a. School Based Positions: An employee in a position with a work year of 216 days or less returning from any extended leave must file intent to return to the District no later than March 1. An employee who commences a leave period on or after March 1 must notify the Human Resources Department of intent to return to the District prior to the last day of the school year. Failure to notify the District as described above will be considered a resignation on the part of the employee effective at the conclusion of the leave period or the school year, whichever comes first.
 - b. Full Year and 248 Day Positions: An employee in a full year position or in a position with a work year of 248 days returning from an extended leave must file an intent to return to the District no later than sixty (60) days prior to the expiration of the leave if the leave is for six (6) months or longer with the Human Resources Department. Failure to notify the District as described above will be considered a resignation on the part of the employee effective at the conclusion of the leave period.
- J. Time spent on an extended unpaid leave of absence shall not be counted for seniority purposes, but shall not break continuous service.
- K. Vacation and other benefits do not accrue during an extended of leave of absence.

8.02 Association Leave

- A. The President of the Association shall be granted leave without pay during the term of office not to exceed one (1) year. Upon returning from leave at the end of such term, the President shall be assigned to the same position or one substantially equal to that held at the commencement of the leave. Upon request, the President may return prior to the completion of the term subject to the availability of a substantially equal position. Request for such leave must be submitted to the Superintendent at least thirty (30) days prior to the commencement of the leave.

B. The District will grant the Association up to twenty (20) days of release time per year for Association professional leave purposes. Requests for such leave shall be made by the Association President in writing to the Office of Employee Relations. Each request shall include the dates requested, the affected employees and the reasons for the leave. Release time granted by the District to Association representatives to plan and implement inservice programs shall not be deducted from this leave. No individual employee shall be granted such leave for more than two (2) consecutive days. Granting of the leave shall be up to the discretion of the immediate supervisor. The Association will bring any complaints regarding the matter to the attention of the Office of Employee Relations.

8.03 Assault Leave

An employee shall not be charged for time lost, up to twenty (20) duty days, resulting from physical injuries caused by an assault while carrying on the duties and responsibilities related to that employee's employment. Any employee assaulted shall submit a "first report of injury" to the Principal, Risk Management and School Police. The employees shall provide Form "A", a police report and medical documentation attesting to the injury to the leaves office. In the event more than three (3) days are lost as a result of the assault, the employee shall submit to the immediate supervisor a physician's certificate attesting to the injury. The Board reserves the right to have the employee examined by a physician to assist the Board in determining the employee's right to receive benefits under this section. The expense of the physician shall be assumed by the Board if it is determined that the employee is entitled to receive these benefits. If it is determined that the employee is not eligible to receive such benefits, then the cost of the physician shall be assumed by the employee.

8.04 Bereavement Leave

Family Member Definition: A person who is a spouse, domestic partner, father, father-in-law, grandparent, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, ward, brother, brother-in-law, sister, sister-in-law, grandchild, aunts and uncles of the Albuquerque Public School employee. Family members shall include any individual residing in the employee's household, or a person for whom the employee is legally responsible.

Bereavement shall mean a death within the family. Three (3) days per incident will be granted with pay when a death occurs within the family. If the funeral is out of state or requires a round trip of six hundred (600)

miles or more, two (2) additional days of leave may be granted at the discretion of the immediate supervisor. Bereavement leave is not cumulative nor is it deducted from sick leave. If more than six (6) days of bereavement leave are used in any one school year, confirmation of the relationship to the deceased will be required by the Extended Leaves Clerk.

8.05 Jury Duty and Legal Summons

An employee shall be granted leave with pay when subpoenaed to testify as a witness (not as a plaintiff or defendant) or to serve on jury duty. An employee called will present to the principal or immediate supervisor the court order showing that the employee's services are required. For those scheduled workdays during which an employee is ordered to serve on jury duty, monies received for such duty or as a witness under subpoena, except that paid for mileage and/or subsistence will be submitted to the business office. When the employee is released from court more than two (2) hours prior to the end of their normal workday, the employee must return to work within a reasonable time of their release.

8.06 Illness in Immediate Family

- A. Up to three (3) days of sick leave may be used by an employee for each serious illness of a member of the employee's immediate family or birth of a child to the wife of an employee. Serious illness shall mean an illness where death is probable and may occur, surgery is performed requiring hospitalization, or illness requiring treatment by a physician.
- B. Up to one (1) year leave without pay will be granted for the purpose of caring for a sick member of an employee's immediate family. Such request must be accompanied by a verifying physician's statement.

8.07 Personal Emergency Leave

An employee shall be granted up to five (5) days of leave without pay per year to cover situations, other than personal illness, beyond the control of the employee which would significantly impair the employee's job performance. Personal emergency leave may not be used for illness/injury, or illness/injury in the immediate family.

8.08 Extended Leaves of Absence without Pay

- A. All requests for extended leaves of absence shall be submitted to the Extended Leaves Office in the Human Resources Department.
- B. Extended leave without pay for business and/or personal reasons may be granted for a period of time not to exceed one (1) year provided the employee has been actively employed by the District for five (5)

- continuous years immediately prior to the granting of the leave.
- C. Employees who have been employed under the terms of the Agreement by the District for five (5) consecutive years or more immediately preceding the granting of this leave are eligible for an advanced study leave without pay for up to one year. Prior to returning to employment, the employee must provide verification of advanced study by submitting to the Department of Human Resources either an official transcript indicating the earning of no less than fifteen (15) semester hours, or verification of technical vocational or other course of study that would require classroom attendance up to one (1) year.
 - D. An employee who is ill and unable to perform assigned duties and who has exhausted all available sick leaves shall be granted leave for a period not to exceed one (1) year. If the leave was granted as a result of a work related injury the employee may request and shall be granted a one (1) year extension of this leave. Before returning, such employee must submit a physician's release. The returning employee will be placed in the same or equivalent position occupied upon commencement of the leave.

8.09 Military Leave

Employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, as well as the reserve components of each of these services, Army National Guard, Air Force National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time or war or emergency, will be eligible for re-employment after completing duty, provided:

- a. They provide written or verbal notice of their orders to their supervisor/Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable);
- b. Peace Corps leave without pay up to five (5) cumulative years shall be granted to an employee who volunteers for service to the United States Peace Corps.
- c. They apply for and are available for re-employment as follows:
 - 1. Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.

2. 31 to 180 days: No later than 14 days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
3. 181 days or more: No later than 90 days after completion of duty.
4. Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or recovering.

Performing duty, voluntarily or involuntarily, includes: Active duty, active duty for training, and initial active duty for training; Inactive duty training; Full-time National Guard duty; Absence from work for an examination to determine a person's fitness for any of the above types of duty; Funeral honors duty performed by National Guard or reserve members; and Duty performed by intermittent disaster response personnel for the Public Health Service, and approved training to prepare for such service.

Employees who serve in U.S. military organizations will be paid for up to 15 days per fiscal year, for active duty, active duty training, and inactive duty training. Employees may apply accrued personal days and unused earned vacation time to the leave if they wish; however, they are not obliged to do so.

8.10 Parental Leave

A parental leave of absence for up to one (1) year shall be granted upon request to an employee for the purpose of childbearing and/or child rearing as follows:

- A. An employee who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Human Resources Department in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. Such notice will include either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her duties. If not on parental leave of absence, any portion of an employee's absence from work because of a medical disability connected with or resulting from her pregnancy may be charged to her available sick leave.

- B. A male employee shall be entitled upon request and verification of date of birth to a leave to begin at any time between the birth of a child to his wife and one (1) year thereafter.
- C. An employee adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary in order to fulfill the requirement of adoption.

8.11 Religious Leave

Employees shall be granted up to two (2) days per year for observance of recognized religious events. Deductions from the gross pay of the employee for the leave shall be made at the rate of fifteen dollars (15.00) for each day taken. An employee may convert one day of sick leave to one day of religious leave during the school year. **The employee need not disclose religious beliefs verbally or in writing.** Application for this leave shall be made in writing to the principal or immediate supervisor at least three (3) days prior to the day the leave will be taken.

8.12 Personal Leave

- A. One (1) day of leave with pay each year is granted to an employee for personal matters which require an employee's absence during working hours. This leave may accumulate up to five (5) days, including leave earned per Article 9, Paragraph O.
- B. Except in emergency situations, the employee shall give at least three (3) calendar days notice to the immediate supervisor that the employee is taking leave under this section. The employee need not state the reason for taking leave under this section.

8.13 Sick Leave

- A. All employees are granted sick leave at the beginning of the contract year.
 - 1. Employees are granted sick leave with pay using the following formula: All "B" schedule employees working an eight (8) hour day and/or working a two hundred and six (206) day calendar or ABOVE shall accrue sick leave with pay as follows: $\frac{104 \text{ hours}}{26 \text{ checks}} = 4.00 \text{ hours per pay check}$. For those "B" schedule employees working four (4) hours a day and/or working a two hundred six (206) day calendar or ABOVE shall accrue sick leave with pay as follows: $\frac{52 \text{ hours}}{26 \text{ checks}} = 2.00 \text{ hours per check}$.

2. Unused paid sick absence days to which an employee is entitled may be accumulated; however, such accumulation shall not exceed the total hours within the employee's normal work year for which paid personal illness and injury absence may be taken. **Earned sick leave will be prorated for late hires, mid-year contract changes, leaves of absence, retirees and terminations.**

3. A physician's certificate shall be required when an employee is:
- a. absent for four (4) or more consecutive workdays;
 - b. absent both on a Friday and the following Monday (or next regularly-scheduled workday);
 - c. Exhibiting a pattern of inappropriate or excessive use of leave.

B. Sick leave with pay may be made available to employees who are returning to the District from the prior year or from authorized leave and who are unable to report to work by reason of illness at the beginning of the school year.

C. SICK LEAVE BANK

Annually, an open enrollment period will occur during the month of September. Previously enrolled employees need not re-enroll. A request to withdraw from participation in the bank must be submitted to the SLB Committee within ten (10) workdays of the first day of school of the following contract year, or during the open enrollment period of the month of September, effective October 1st.

Sick leaves days utilized in relation to a claim prior to approval may be applied toward meeting the 10 day deductible, if verified by the physician. The District and ASCA recognize the need for an available pool of sick leave days upon which eligible secretaries/clerks having experienced catastrophic illnesses or injuries may draw. To this end, the District and ASCA have established a self-funded Sick Leave Bank.

1. Eligibility

To be eligible for participation in the Sick Leave Bank (SLB), a secretary/clerk must voluntarily contribute each pay period, through payroll deduction, a sum which is designated by the joint Sick Leave Bank Committee. All money contributed to the SLB is nonrefundable. If at any time the District and the Association agree that the Sick Leave Bank is not solvent, the joint committee will decide how any money remaining in the bank will be distributed. Guidelines pertaining to leaves taken under Sick Leave Bank provisions in the ASCA contract shall adhere to FMLA guidelines which require employees to have completed one year of service with APS.

2. Membership

Any secretary/clerk shall be afforded the opportunity to participate within sixty (60) days after beginning employment or within sixty (60) days of the beginning of any succeeding school year. Part-time secretaries/clerks shall be eligible for benefits on a pro-rata basis. Once enrolled, membership will be for an entire school year.

A request to withdraw from participation in the bank must be submitted to the SLB Committee within ten (10) workdays of the first day of school of the following contract year.

3. Administration

The SLB Committee shall consist of one (1) member appointed by each of the three participating bargaining units and District personnel for consultation as necessary. Upon exhaustion of all accrued leave, an eligible secretary/clerk may apply to the SLB Committee for withdrawal of days consistent with guidelines established by the joint SLB Committee. Guidelines may include a minimum number of days which must be accrued before SLB coverage begins. Applications to the Committee shall be in writing and be accompanied by a physician's statement describing the illness or injury and anticipated date of return to work. The SLB Committee will review all applications for withdrawal of days. The decision of the Committee shall be final and not subject to the grievance procedure. The Committee shall submit an operation report to the Board and the Association on an annual basis.

4. Other Conditions: Sick leave days from the bank may be drawn only for those days of the school year as identified in this Agreement. Secretary/clerks on leave of absence are not eligible to participate in the bank. Employees on a leave of absence are not eligible to enroll in the Sick Leave Bank until reinstated to active status.

D. The parties agree that it is the obligation of employees to use sick leave responsibly and appropriately. The parties agree to periodically review the usage of all sick leaves for employees within the bargaining unit.

E. General Provisions

1. In case of illness which exceeds ten (10) calendar days, the employee must submit a written notice to the Human Resources Department stating the probable date of return together with a verifying physician's statement. Before returning such employee must submit a physician's release.

2. When an employee is absent due to injury incurred during the course of employment or related thereto, the unpaid difference between benefits paid under the Workers' Compensation Act of New Mexico and the employee's regular pay shall be paid by the Board from the employee's accrued sick leave benefits. The first seven (7) days of absences due to injury shall not be subject to this provision.

8.14 Political Leave

Political leave shall be granted to any regular employee in accordance with Board policy. Application for this leave shall be made in writing to the Superintendent or designee.

8.15 Holiday

Holiday chart now located on the APS website

<http://www.aps.edu/human-resources/labor-relations/documents/holidays-non-paid-days-for-b-schedule>

- A. Holidays falling on Saturday and/or Sunday will be observed as designated by the Superintendent.
- B. If an authorized holiday for which the employee is entitled occurs during an employee's annual leave period, an additional day off with pay shall be granted at a time scheduled by management and the employee subsequent to but not necessarily in conjunction with annual leave. Such day off shall not be considered as time worked for overtime purposes. No day on which school classes are in session will be considered as holiday and straight time will be paid.
- C. When a holiday occurs at the beginning or end of a particular week and the resulting time off becomes a three (3) or four (4) day holiday period, the employee will be required to report for duty on the day before and the day after the three (3) or four (4) day holiday interim in order to establish eligibility for holiday pay unless excused in accordance with this Agreement. In the event of illness the day before or after the three (3) or four (4) day holiday period, the employee may be required to furnish a physician's certificate attesting to the illness in order to establish eligibility for holiday pay.

8.16 Annual Leave

- A. Full-time employees, working two hundred forty-eight (248) days or more, are entitled to periods of paid annual leave ranging from ten (10) to twenty-two (22) workdays depending upon length of service with the Albuquerque Public Schools system. EMPLOYEES MOVING FROM A 206-DAY POSITION INTO A 248 OR 260 DAY POSITION WILL NOT LOSE THEIR YEARS OF SERVICE AND WILL BE PLACED IN THE ANNUAL LEAVE STEP-DAY SLOT ALIGNED WITH THEIR YEARS OF SERVICES IN THE "B" SCHEDULE. Annual leave shall accumulate per pay period at the following rate: See table on next page.

TABLE OF ANNUAL LEAVE EARNING INCREMENTS IN HOURS FOR EMPLOYEES WHO EARN ANNUAL LEAVE

Service in B Schedule. Annual Leave Days	Step Days	(Pay Period)	Total Annual	Total Annual
			Annual Leave Increments	Leave Increments
Employed			In Hours	Per Year
0	10	3.08 hrs.	80.08 hrs.	10.0100 days
1	12	3.70 hrs.	96.20 hrs.	12.0250 days
2	14	4.31 hrs.	112.06 hrs.	14.0075 days
3	15	4.62 hrs.	120.12 hrs.	15.0150 days
4	16	4.98 hrs.	128.18 hrs.	16.0225 days
5	17	5.24 hrs.	136.24 hrs.	17.0300 days
6	18	5.54 hrs.	144.04 hrs.	18.0050 days
7	19	5.85 hrs.	152.10 hrs.	19.0125 days
8	20	6.16 hrs.	160.16 hrs.	20.0200 days
9	21	6.47 hrs.	168.22 hrs.	21.0275 days
10 or more	22	6.77 hrs.	176.02 hrs.	22.0025 days

- B. No annual leave time will be granted during the first six-(6) months of employment although the employee will earn annual leave time during that period. No employee will be paid for annual leave time upon termination unless six (6) months of employment have been completed. Requests for annual leave must be submitted by the employee to the immediate supervisor in advance of the date requested. The annual leave period will be set by agreement between the immediate supervisor and the employee. Annual leave may not be taken on nonpaid days.
- C. Annual leave may be accrued to the maximum accumulation of sixty-six (66) days by agreement between the employee and the employee's supervisor. Upon termination of employment, an employee shall be paid for earned annual leave not to exceed twenty-two (22) days.
- D. Seniority shall govern annual leave preferences.
- E. Supervisors may require advance scheduling of annual leave for absences of five (5) or more days to ensure adequate staffing.

8.17 Insurance

- A. the District agrees to provide a program(s) of group term life insurance, group health, dental, vision and LTD (long-term disability) insurance for full-time employees working over (30) thirty hours per week. The District shall offer each employee a choice between two programs of group health care.
- B. For employees who elect to participate in an insurance program as provided under the terms of this Article, the District agrees to contribute that percentage of the premium required by State law, but no less than 60 percent.
- C. In the event the District offers more than one insurance plan, the District shall contribute the same percentage of premium required by law for each plan.
- D. Employees who choose to participate in the insurance program above will have their contribution deducted through payroll deductions.
- E. Upon written request by the Association, the Insurance and Benefits Department agrees to meet with Association representatives to discuss suggestions regarding insurance benefits programs.
- F. The District shall notify the Association at least thirty (30) days prior to changes in the employee insurance program.
- G. Workers' Compensation is provided to all employees at nominal cost to the employee. On-the-job accidents and occupational sickness are compensable to the extent of required and necessary medical expenses and to limited weekly benefits as prescribed by the Workers' Compensation Administration and set forth in the Workers' Compensation Act and will be excluded from reimbursement under the Health Care Plan in accordance with the terms of the Health Care Policy. **Once an employee has reached Maximum Medical Improvement (MMI) or two (2) years of extended leave, whichever comes first, employment may be terminated.**
- H. Employees on leave of absence up to one (1) year who do not receive a salary may continue any or all insurance programs by payment of their portion of the premium on the first weekday of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.
- I. Employees on leave of absence for more than one (1) year, except for those on approved sick leave, who do not receive salary, may continue any or all insurance programs by payment of 100% of the premium on the first weekday of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of

coverage.

8.18 Retirement

The regular employee is eligible for retirement benefits from the New Mexico Educational Retirement Act as described in the Education Retirement Handbook available from the Insurance and Benefits Department.

Article 9 WAGES AND ALLOWANCES

- A. It is mutually agreed by APS and ASCA that if any recurring money is found between the current negotiations and the start of **negotiations 2016**, the parties will return to the tables to re-open bargaining.
- B. **\$.10 cents has been added to each longevity area.** Employees shall receive longevity allowances as follows:
1. Employees in the “B” Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed four (4) years of service will receive an **additional \$.25 cents** more an hour added to the employee’s hourly rate base pay.
 2. Employees in the “B” Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed nine (9) years of service will receive an **additional \$.50 cents** more an hour added to their hourly rate base pay.
 3. Employees in the “B” Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed fourteen (14) years of service will receive an **additional \$.30 cents** more an hour added to their hourly rate base pay.
 4. Employees in the “B” Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed nineteen (19) years of service will receive an **additional \$.35 cents** more an hour added to their hourly rate base pay.
 5. Employees in the “B” Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed twenty-four (24) years of service will receive an **additional \$.35 cents** more an hour added to their hourly rate base pay.
 6. Longevity pay shall be added to the employee’s base hourly rate.
- C. It is agreed by the parties that the wage rates set forth herein shall become effective July 1, 2015.
- D. Subject to negotiated salary increases, employees returning from an extended leave to the same or comparable position shall be eligible for salary increases on July 1 provided they have worked a minimum

of five (5) months and one (1) day within the year.

E. Experience Credit:

1. **(0-1):** Former employees and those returning to the bargaining unit who are returning at the same grade level within one year of leaving the bargaining unit shall be placed at their prior wage rate and receive any increase they would have received had they not left the bargaining unit. For those employees and those returning to the BARGAINING UNIT at a lower or higher grade-level, please refer to E2.

2. **(1-10 years):** Former employees and those returning to the BARGAINING UNIT with up to ten (10) years of prior bargaining unit experience shall be given two and one-half (2.5) percent increases to the current start rate of the appropriate level designation for each eligible year of prior bargaining unit employment experience.

3. **(11 + years):** Former employees and those returning to the bargaining unit with eleven (11) years or more of prior bargaining unit employment experience shall be given three and one-half (3.5) percent increases to the current start rate of the appropriate level designation for each eligible year of prior bargaining unit employment experience for each year beyond ten (10) years.

F. APS experience in another bargaining unit will not be granted to an employee in the ASCA bargaining unit.

G. Employees may be required to use their own automobiles in the performance of their duties and will be reimbursed at the allowance under the current D.F.A. regulations.

H. **Promotions:** Employees will receive a minimum of 5% for each level movement or the new level start rate, whichever is higher. When the employee is brought to the new level minimum or 5% per level movement and has Career Ladder and/or Longevity that will be added to the new base hourly rate.

I. **Demotions:** When a position is downgraded, the employee's hourly rate shall decrease by five percent (5%) for each level lowered, but not lower than the Level Start Rate. Any Career Ladder and/or Longevity will be added to the new lowered base pay. If the position demotion is a result of an APS reorganization/request, then the demoted employee's salary shall be Save/Harmless for up to one year in accordance with District Policy.

J. All "**B Schedule Employees**" employees working an entire school year will be paid in equal installments on specified calendar dates. If a pay date falls on a holiday or vacation day, all pay will automatically be deposited on the regularly scheduled pay date. All employees working less than an entire school year shall be paid their prorated annual salary

in equal installments over the remaining pay dates that remain during the school year. If the remaining days in the school year lowers the employee's pay to below the minimum hourly rate, the employee will be paid at the end of the contract and not be paid summer reserve pay. If employment with the district is terminated and payment has exceeded the limit of the employees' reserve, the District retains the right to recover funds for work that was not performed.

K. Career Ladder:

The parties agree to increase the Career Ladder differential from \$1,230 to **\$1,245** for completion of 23 credit hours. For completion of half of the 23 credit hours, the differential will be \$622.50. The new increase will be in force beginning with the new Fiscal Year, July 2, 2016.

1. Employees receiving compensation for prior CLP training requirements shall continue to receive an annual differential of three hundred dollars (\$300) for completion of the former CLP Level I and one thousand, two hundred and forty-five dollars (\$1,245) for completion of the former CLP Level II.
2. The District shall appoint who in APS is responsible for working with ASCA on the planning and implementation of the Career Ladder Provision.
3. A CLP program shall be implemented, identifying post high school coursework and other coursework approved as providing training for bargaining unit members to enhance the skills, knowledge and work-related abilities of secretarial/clerical employees in the "B" Schedule
A record of classes taken (transcripts or coursework certificates) will be turned in by the CLP participant to the Review Committee or designate. **Find all forms related to the CLP under the Human Resources page on the APS website and also on the APS Intranet site.**
4. Classes taken will be jointly agreed upon by ASCA and APS and shall be listed in the CLP guidebook. The parties agree to annually review the course offerings and consider additional courses that are mutually acceptable for inclusion in the CLP program.
 - a. Employees who satisfactorily complete courses that are approved by the Review Committee will be reimbursed for tuition, book and fees, not to exceed a total of \$200.00 for each course successfully completed. To receive reimbursement, employees must submit original receipts for all costs and submit an official school record showing completion of course.

- b. Employees who satisfactorily complete and/or are granted credit for at least fifty percent (50%) of the required credit hours for completion of the CLP Program will receive an annual differential of six hundred and twenty-two dollars and fifty cents (\$622.50), inclusive of other compensation received for completion of prior CLP training. Such annual differential shall be added to the employee's hourly rate (base pay).
 - c. Employees who satisfactorily complete and/or are granted credit for all of the required courses for completion of the CLP Program (23 credit hours) will receive an annual differential of one thousand two hundred and forty-five dollars (\$1,245), inclusive of other compensation received for completion of prior CLP training. Such annual differential shall be added to the employee's hourly rate (base pay).
5. Active "B" schedule employees eligible for payment (as described in numbers 1, 4b and 4c above) shall receive compensation on **specified calendar dates** beginning on the first pay period of the successive fiscal year and each year thereafter. Deadline for turning in coursework hours for approval is Sept. 15th of each year.
6. Employees who are on leave without pay, receiving Workers' Compensation benefits or Sick Leave Bank benefits are not eligible to receive this payment differential during the pay period containing leave without pay, Workers' Compensation and/or Sick Leave Bank accounting.
- L. **Bilingual Stipend**
- 1. "B" Salary Schedule Employees are only expected, where they are capable, to provide translation/interpretation services in informal conversation and (non-technical), routine written communication for non-English speaking students, parents and community members, as the need arises.
 - 2. "B" Salary Schedule Employees will NOT be assigned to provide these services in formalized and/or specialized communications (ex: IEP's, student hearings, serious disciplinary proceedings, academic and health records, school newsletters, book translations, --etc.) APS Translation Services Dept. should be contacted for these types of services.
 - 3. **COMPENSATION:** After a "B" Salary Schedule Employee has been identified by the District as being capable of performing the services outlined in Number One above at their work site, the identified employee shall have a stipend added to their hourly rate base pay of \$0.40 cents more an hour.

4. The District's Title I and Bilingual schools are eligible for the stipend. Maximum stipends allowed per school: Elementary: 2; Mid School: 3; High School: 4. All other requests for this stipend shall be looked at on a case-by-case basis, pending availability of funds.
 5. When a "B" Salary Schedule Employee vacates a position that has been identified as Bilingual, the stipend will no longer be paid to that employee, but will stay with the identified position.
- M. Employees who teach Strategic Professional Development courses for the District shall be compensated at the rate of \$15.00 per hour.
- N. As long as there are qualified "B" schedule applicants, secretarial/ clerical positions in summer school will be filled by "B" schedule employees currently employed by the District. An employee hired for summer school shall be compensated at the hourly rate of \$8.98 for the secretary or clerk working for Summer School.
- O. An employee TEMPORARILY assigned the position duties of another "B" Schedule employee (higher, lower or same level) who is absent from work (i.e.: long-term leave, sick leave, annual leave or coverage for an active vacant position) shall receive an additional-duty differential of ten percent (10%) of their own start-rate or ten percent (10%) of the start rate of the level worked (whichever is greater) added to their hourly-rate base pay. The differential is paid for one hour or more during the duty day (excluding lunch time).
1. Covering for any position outside the "B" Schedule will not exceed five (5) working days and will be reimbursed at 10% of the start rate of the position being covered. The 10% differential for covering a position outside the "B" schedule will begin immediately upon commencement of the coverage and will not exceed five (5) days. If a longer period of coverage is needed (past five days), the supervisor of the employee performing the coverage will consult with the office of Employee Relations and the ASCA Union to determine the circumstances of the coverage past (five) days and also scrutinize the rate of the reimbursement payment. **The differential is paid for one hour or more during the duty day (excluding lunch time). The parties shall address disputes of Article 9(O) on a case by case basis.** The additional time, in hourly increments, shall be entered on a timesheet at the end of each pay period

P. The District and the Association recognize the importance of a meritorious attendance program. To that end all full-time employees hired on or before July 1 and who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded one (1) additional personal leave day. Personal leave may be used and accumulated as noted in Article 8.12.

Q. Employees who perform secretarial/clerical tasks that are not directly related to their regular job assignment and which occur outside their normal work hours, or that occur outside their normal work year, or work that is performed under extraordinary circumstances, shall be compensated at their current hourly rate **or comp time**. Approval of supervisor is needed.

This provision shall not apply to those hours worked by an employee in excess of forty (40) in any regular work week. Those hours shall be considered as overtime worked and compensated at one and one-half (1 ½) times the employee's regular rate. This provision shall not apply to those hours worked on an occasional and sporadic basis performing non-secretarial/clerical work outside their:

1. ordinary place of work;
2. regular work hours, and;
3. regular duty assignment.

R. FUNDING POSITIONS USING GRANTS OR OTHER FUNDING

It is mutually agreed by both parties that when there are new Grants (effective new fiscal year) or city funded programs used to pay for

a position that is within the "B" Schedule or is essentially "B"

Schedule work, ASCA will be notified before funding begins.

ASCA recognizes that some positions funded through an outside Grant (such as the city) would not be positions that are considered "B" Schedule and would not be covered by the ASCA contract or APS benefits. It is understood that, pertaining to work performed within "B" schedule job descriptions, the position being funded through the Grant is considered a "B" Schedule position. All Grants used to fund "B" Schedule positions will be reviewed before the position is implemented.

Article 10 ASSOCIATION RIGHTS

A. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the sole and exclusive use of this Association and may not be granted to any other secretarial/clerical organization.

- B. the Association has the right to use the interschool mail service and work site bulletin boards for Association notices. The mail service shall not be used to endorse or criticize candidates or incumbents.
- C. The Association has the right to use District buildings for meetings provided that such meetings do not interfere with the normal operation of the worksite or conflict with previously scheduled events as determined by the building supervisor. There shall be no charge for the use of the buildings except for nominal costs for custodial maintenance.
- D. the Association representatives are recognized as Association leaders in their respective worksites. This recognition carries with it the right of the representatives to carry out their Association responsibility.
 - 1. Association representatives may distribute Association materials and conduct Association business related to a grievance or representation provided such activities do not interfere with instructional schedule or duties of the employee.
 - 2. Neither the Association nor any employee may solicit Association membership on the Board's premises during the duty day of the employees involved in the solicitation. This shall not be construed to prohibit casual or personal conversations about the Association and its activities.
 - 3. The Association representative shall have the right to bring to the attention of the building supervisor all matters pertaining to the organizational rights of the Association or its members, other concerns of the employees, and to discuss the administration of this Agreement. Association representatives shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not interfere with the employee(s) paid work time. If the visit is during the employee(s) paid work time, the date and time selected for the visit shall be agreed upon in advance by the Representative and the involved employee(s), with the concurrence of the site supervisor.
- E. the Association shall be furnished by the Office of Employee Relations a three-ply printout or, if possible, a tape, which shall include the following information:
 - 1. Name, address, zip code, telephone number, date of hire, employee number, work location, grade level, job title, step, number of days worked per year and years in the Albuquerque Public Schools of each secretarial/clerical employee as follows:
 - a. by October 1 of each current year;
 - b. immediately following the last February biweekly payroll;

- c. One (1) other time during the year if requested by the Association.
 2. New Hires and terminations by the tenth (10th) of each month.
 3. upon reasonable request, changes in items listed above and such other information which will assist the Association in the representation of the employees.
- F. the District agrees to deduct from the wages of members of the Association periodic Association dues on the basis of a properly executed authorization to make such deductions, on a form of which a copy is attached to this Agreement (Appendix B).
1. The amount of deduction to be made from each employee's wages will be certified in writing to the District by the Treasurer of the Association. In the even the Association dues are changed, the Board agrees to effect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Association.
 2. If an employee who is absent due to sickness, leave of absence or for any other reason has no earnings due for the biweekly period, no deductions will be made for that period.
 3. The District agrees to make deductions biweekly starting with the first biweekly pay period in September through the last biweekly pay period of each school year. Remittance due to the Treasurer of the Association shall be made within two (2) weeks following the second deduction of the month. With the remittance, a list containing the name, location number, employee number, and the amount deducted during the biweekly pay period shall be provided.
 4. Dues deduction authorizations shall be delivered to the District Payroll Department. Authorizations received nine (9) days prior to the pay date shall be deducted from the salary for that pay period.
 5. The Association agrees to render the District harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the funds have been received by the Treasurer of the Association.
 6. Dues deduction will be for full and part-time "B" Schedule employees. Part-time dues deduction will be half or a percentage of the time the part-time employee works. The District shall stop individual deductions when:
 - a. The employee gives notice to the District by signing a letter in the Office of Employee Relations **on or before**

May 1, which will request that the employee's dues deduction authorization is revoked **to become effective**

July 1. The original letter will be sent to the Payroll Department for processing. A copy of the letter will be given to the employee and a copy of the letter will be sent to the Union.

- b. The employee is no longer in the employ of the District and is not on an extended Leave.
 - c. When the employee is permanently transferred out of the Bargaining Unit.
7. An employee returning from an extended leave of absence shall automatically be placed on dues deduction status provided the employee was an Association member when the leave *commenced* and the employee has not revoked membership pursuant to 10F6 above.
- G. Upon written request by the Association to the Office of Employee Relations, Association representatives will be permitted to review quarterly group insurance data received by the District.
- H. ASCA and APS shall collaborate on the development of a series of in-service training classes for secretarial/clerical employees based upon evaluation competencies for positions in this bargaining unit. Until competency based training is developed, the District will provide training during the employee duty day as resources permit. Generally, employees will be scheduled to attend relevant training classes as allowed by the requirements of their duties.
- I. Representatives of ASCA will meet with appropriate District Budget Personnel as requested in order that they may be kept abreast of current budget facts and figures.
- J. The President of the Association and the Superintendent, or their respective designees, shall participate in quarterly discussions regarding employee training and development and such other mutually agreed upon topics.

Article 11 HEALTH AND SAFETY

- A. The District agrees to continue to provide conditions for work that are healthy and safe. In furtherance of this, the Board agrees to continue to provide working conditions which are in conformance with applicable rules and regulations.
- B. The parties agree that all employees shall observe all health and safety rules.
- C. Employees' complaints of unsafe or unhealthy conditions shall be reported by the supervisor to the Insurance/Loss Control Manager.

Before a grievance may be filed, the Insurance/Loss Manager shall have ten (10) duty days from the day the supervisor was informed to act on the complaint. The time line for the filing of a grievance shall commence at the conclusion of the Insurance/Loss Control Manager's ten (10) day period for action.

- D. When a "B" Salary Schedule employee is asked to use Employee Assistance Program (EAP) services by their supervisor, they shall not be asked to take annual, sick or personal leave to attend sessions, but shall attend the sessions using Paid Confidential Release Time.

Article 12 INSTRUCTIONAL COUNCILS

- A. The District and the Association agree to support the work of each school's Instructional Council (IC). ICs are established as part of a collaborative effort to improve and support the teaching and learning process in the Albuquerque Public Schools. Individuals on each council use their collective expertise and experience concerning their site and community to address school issues that fall *within the scope of instructional improvement*.
- B. Pursuant to the Negotiated Agreement between the District and the Albuquerque Teachers Federation, the IC includes the Principal, a Federation Representative, teachers elected by teachers, and parents representative of the school parent body, and may include representatives of other bargaining units, such as ASCA, AEAA, CWA, and any other personnel and/or students deemed appropriate by the IC and elected by their constituent group.
- C. IC membership entails certain obligations, rights and responsibilities of membership. These include attending and actively participating on the IC; reaching out to the diversity of the represented group to hear their opinions and ideas; communicating those opinions to the IC; supporting goals and strategies to implement the school's improvement plan; and collectively supporting the school improvement process.
- D. Further, all meetings of the IC are open to any member of the school staff or school community. Accordingly, employees represented by the Association have the option to attend IC meetings at their site. A schedule of IC meetings is generally established and published by the IC at each site.

Article 13 NO STRIKE PROVISION

The Association agrees that neither the Association nor any member of the bargaining unit shall urge or participate in the forming of or the involvement in a strike, work stoppage or slowdown.

Article 14 MATTERS NOT COVERED

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on the Agreement will be conducted on any item, whether contained herein or not except as provided herein or by mutual consent.

Article 15 DURATION OF AGREEMENT

- A. This agreement shall become effective upon ratification by the parties and shall remain in full force and effect through *June 30, 2017*. If a successor Agreement is not agreed to and ratified by June 30, 2017, this Agreement shall remain in effect until agreement and ratification occur or either party gives notice in writing of its desire to terminate such Agreement.
- B. This Agreement may be altered by mutual consent of the District and 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.

AGREEMENT SIGNATURES

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

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NUMBER 12, COUNTY OF BERNALILLO, STATE OF NEW MEXICO

Raquel Reedy, Superintendent

Date

ALBUQUERQUE SECRETARIAL/CLERICAL ASSOCIATION

Carla Montano, President

Date

APPROVED:
BOARD OF EDUCATION OF THE ALBUQUERQUE
MUNICIPAL SCHOOL DISTRICT NUMBER 12, COUNTY OF
BERNALILLO, STATE OF NEW MEXICO

Don Duran, President

Date

Association Negotiating Team

District Negotiating Team

Yvonne Rodriguez,
Chief Negotiator

Karen Rudys, Chief Negotiator

Date

Date

Nancy Duran
Jennifer Mackey

APPENDIX C

MEMORANDUMS OF UNDERSTANDING

The parties agree that a Task Force will be put in place to review high population school work sites and high work load situations for a possible staff formula change. The Task Force will begin the review with Middle Schools and Elementary Schools.