

**2018-2021 NEGOTIATED
AGREEMENT BETWEEN PUBLIC
EMPLOYER ALBUQUERQUE
MUNICIPAL SCHOOL DISTRICT
NUMBER 12 AND EXCLUSIVE
REPRESENTATIVE
ALBUQUERQUE
EDUCATIONAL ASSISTANTS
ASSOCIATION AND APS
TRANSPORTATION UNIT AFT
NEW MEXICO/AFL-CIO**



**ALBUQUERQUE
PUBLIC SCHOOLS**



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2018-2021 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 (District) **and the APS Transportation Unit (TMC) of** the Albuquerque Educational Assistants Association (Association) on September 4, 2019.

ARTICLE 1: RECOGNITION

The District hereby recognizes and agrees that the Association has the sole and exclusive right to represent educational assistants, health assistants, community support liaisons, and campus security assistants, **school bus attendants, and school bus drivers** as their bargaining agent pursuant to APS Board of Education Policy

H.1.

ARTICLE 2: GENERAL PROVISIONS

DEFINITIONS

- A. The term "Educational Assistant" or "EA" for the purpose of this Agreement shall mean all classified employees, including Health Assistants or "HA", whose pay is based on the G-1 Schedule.
- B. The term "Campus Assistant" or "CA" shall mean all classified employees whose pay is based on the G-2 Schedule.
- C. The term "Community Support Liaison" or "CSL" shall mean all classified employees whose pay is based on the H Schedule.
- D. The terms "school", "site" or "building" shall mean any work location or functional division within the District where employees are assigned.
- E. The term "Superintendent" as used in this Agreement shall mean the Superintendent of this District, or designee.
- F. The term "administration" shall mean the principal or assistant principal of the school, or the supervisor of a non-school location.
- G. The term "immediate supervisor" shall mean only the principal or assistant principal at a school or the supervisor of a non-school location.
- H. The term "President" shall mean the President of the Association, or designee.
- I. **"School bus assistant or attendant" means an individual employed by APS to help the school bus driver and students. A school bus assistant shall be provided on school buses when required by law or regulation or a student's IEP.**
- J. **"School bus driver" means an individual employed by APS that has completed all federal, state, certification and licensing requirements and APS criteria and is assigned to drive a school bus on an APS approved school bus route or on a planned APS sponsored activity trip in a school bus that meets requirements pursuant to 6.40.2 NMAC.**

ARTICLE 3: 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 provisions shall be void.

- B. This Agreement is entered into pursuant to the terms of the APS Board of Education's Employee Relations Policy H.1, and should there be any conflict between the terms of this Agreement and the terms of Policy H.1, as adopted on September 9, 1971, and last revised on February 20, 1996, the Policy shall control.
- C. If any provision of this Agreement shall be found in conflict with Policy H.1, such provision shall have effect only to the extent permitted by Policy H.1. In the event any provision of this Agreement is found to be in conflict with Policy H.1, said provision shall be void.
- D. In case of any conflict between the provisions of this Agreement and any District/Board or Association policy, practice, procedure, custom or writing, except as provided in B. and C. above, the provisions of the Agreement shall control for the period of this Agreement.
- E. The District shall distribute this Agreement and amendments thereto at the time of adoption to all employees as the District hires them.
- F. The terms and conditions of employment as indicated in this Agreement shall be the same for all employees and shall be applied equally without modifications or exceptions unless provided otherwise herein.

ARTICLE 4: NEGOTIATING PROCEDURE

- A. Not later than May 1 of the calendar year in which this Agreement is subject to re-opener 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 session. Normally 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 reach impasse, they may seek mediation assistance from the Federal Mediation and Conciliation Service.

ARTICLE 5: NO DISCRIMINATION

- A. The District shall not discriminate against any employee in the bargaining unit on the basis of race, color, religion, gender identification, age, national origin, marital status, sexual orientation, and place of residence, disability, membership or non-membership in any **EA or TMC** 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 6: NO RETALIATION

- A. The District shall not retaliate against any employee in the bargaining unit.
- B. Principals and other management/supervisory employees are prohibited from retaliating against a bargaining unit with regard to terms and conditions of employment due to the employee's membership in AEAA.

ARTICLE 7: ASSOCIATION RIGHTS

- A. All rights granted to the Association pursuant to the terms of this Agreement are for the sole and exclusive use of the Association and may not be granted to any other organization.
- B. When requested by an employee, an officer of the Association or Association staff has the right to accompany and/or represent an employee at meetings held at, or above the school or building level during the duty day, at which matters pertaining to the employee's employment, including the employee's evaluation, will be discussed, or at which decisions relating to the employee's employment are being considered.
- C. The Association has the right to use the inter-school mail service, including email service. Principals or **management/supervisors** shall provide one (1) school or job site mailbox **or clipboard** for each employee, and an APS email address for each employee.
- D. The school principal or job site manager shall provide a bulletin board in the employee lounge or common employee work area for continued use by the Association to post notices and other materials relating to Association Activities. The bulletin board shall be identified with the name of the Association and shall be reserved exclusively for Association materials. Any authorized representative of the Association may post materials on the bulletin board. All materials placed on this bulletin board shall bear the name of the Association.
- E. The Board and the Association recognize that it is not permissible for the Association and/or the employees represented by the Association to access the District communication systems (e.g. fax, internet, intranet) to distribute or use materials not considered appropriate by District policy.
- F. The Association has the right to make announcements at faculty/staff meetings and new employee orientation.
- G. The Association has the right to schedule Association meetings provided such meetings do not interfere with the duty day, and students are not in school, or conflict with previously scheduled events as determined by the immediate supervisor at no charge for the facilities or for normal services.

- H. Neither the Association nor any employee may solicit Association membership on District premises during the duty day of the employees involved in the solicitation. This shall not be construed to prohibit casual or personal conversation about the Association and Association activities.
- I. Association Representatives are recognized as Association leaders in their respective locations. This recognition entitles the Representatives to carry out their assigned Association responsibilities.
1. The Representative may distribute Association materials and conduct Association business related to a grievance or representation provided such activities do not occur within the duty day.
 2. The Representative shall have the right to bring to the attention of the immediate supervisor all matters pertaining to the organizational rights of the Association, and all matters pertaining to the Agreement and other concerns of the employees.
 3. The Representative has the right to schedule employee meetings provided that such meetings do not interfere with the duty day.
 - a. These meetings shall be held when students are not in school, before or after the school day, or during lunch. These meetings shall not conflict with previously scheduled events as determined by the immediate supervisor.
 - b. Principals shall respect these scheduled staff meetings.
- J. Principals and other management/supervisory employees are prohibited from dominating or interfering in the existence, administration or operations of AEAA.
- K. Association representatives shall have the right to visit schools **and APS-TMC facilities** 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 Representative and the involved employee(s) shall agree upon the date and time selected for the visit in advance, with the concurrence of the site supervisor. If Association representative(s) arrive at the school or job site prior to the scheduled visit, the representative(s) shall wait in the staff lounge, or lobby, and/or main office.
- L. The Board shall grant the elected Association President leave with pay during the term of office. This leave may be terminated at the end of a semester. Upon return from such leave, the President will be placed on the appropriate employee pay schedule at the level which would have been achieved had there not been an absence. The Association shall pay to the District an amount equal to the level and step on the appropriate employee pay schedule and all employee related expenditures, such as insurances and retirement benefits, for the elected Association President for the duration of the leave.
- M. The Office of Employee Relations shall provide the Association the following information, by alpha and by location for Association usage:
1. Name, address, telephone number, city, state, zip code, date of hire, employee number, number of years employed, work location, job classification, pay and Association and/or COPE membership status as follows:
 - a. By September 1 of each current school year;

- b. Immediately following the October payroll run; and,
 - c. In the spring at the request of the Association.
 2. New hires, terminations and retirements by the fifteenth (15th) of each month.
 3. Group insurance data including enrollment figures, premium costs, program costs and a copy of the insurance policies.
 4. Upon reasonable request, and with the approval of the Office of Employee Relations, changes in items listed above and such other information that will assist the Association in the representation of employees.
 5. Upon reasonable request, access to any quarterly health insurance experience reports made available to the District by the carriers.
- N. The District agrees to deduct from the pay of members of the Association dues as verified by the Association as each employee so authorizes the District to deduct.
1. Every employee who desires such deduction shall file a written authorization through the Association duly signed by the employee.
 2. Dues deductions shall continue from year to year without further authorization and at current monthly dues amounts unless the authorization to deduct is revoked in writing by the employee, and sent to AEAA and APS payroll office on or before June 1, to become effective July 1. Dues authorized will be determined by the Association and will be set at an amount for each payroll deduction.
 3. If an employee is absent for any reason and as a result of that absence has no earnings due for the month, no deduction will be made for that employee for the month.
 4. A member of the Association who has resigned during the school year or for any reason is no longer employed by the District will have the current month's dues deducted from the final paycheck.
 5. A member of the Association who has been reinstated during the school year will continue membership at the current monthly dues.
 6. Dues deduction authorizations shall be delivered to the District Payroll Department. Authorizations received prior to the tenth (10th) day of the month shall be deducted from the pay during the same month.
 7. The District agrees to transmit the amount collected each month to the Treasurer of the Association within fifteen (15) calendar days after date of deduction.
 8. The Treasurer of the Association will certify the amount of the deduction to be made from each employee's pay in writing to the District. When the Association dues are changed, the District agrees

to effect such changes in deductions within thirty (30) days following receipt of such written notice of change from the Treasurer of the Association.

9. 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 Treasurer of the Association has received the funds.
 10. Dues deductions may be discontinued or revoked by the employee by filing such notice with the VP of the Association with a copy to the District Payroll Department duly signed by the employee. Such revocation must be received by the District Payroll Department on, or before, June 1, to become effective July 1.
 11. Representatives of the Association will meet with appropriate District budget personnel as requested in order that they may be kept abreast of current budget facts and figures.
- O. Paraprofessional and School-related Personnel Recognition Day – Unless a holiday or spring break interferes, the Board and Association have designated the first Wednesday of March of each year as PSRP Day. The parties agree that PSRPs are deserving of a recognition day similar to Teacher’s Day and Secretary’s Day.
- P. An AEAA union member shall serve on the school or job site Instructional Council (IC), and shall receive 48 career ladder credit hours equal to three (3) college credits after attending all IC meetings during the school year.

ARTICLE 8: 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 District 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;
 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.
 5. The District shall continue to provide an area in each school designated as a staff lounge.

ARTICLE 9: GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to issues that may arise. All grievances shall be processed as provided herein.
- B. A grievance shall mean an allegation by an employee, a group of employees with the same grievance, or the Association, that there has been a violation of any of the provisions of this Agreement. If any District policy provides for redress, such redress shall be processed according to this grievance procedure.
- 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 a maximum, and every effort shall be made to proceed as quickly as possible.
 1. The aggrieved, or the Association, must file a written grievance within ten (10) school days of the act or discovery of the act that caused 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) working days of receipt of the decision by filing said appeal with the Office of Employee Relations.
 3. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
 4. Monday through Friday will constitute school days in counting minimum and maximum days when a grievance is not resolved before the end of the school year.
 5. Grievance shall be filed at Level 1 if the remedy sought is within the authority of the immediate supervisor. If it is a remedy in which the supervisor has no authority, it shall be filed at Level 2.
 6. Failure to submit the grievance within the time limits specified shall result in waiver of the grievance.
 7. If a grievance affects a group of employees at two (2) or more work locations, the Association shall identify the employees and work locations and submit such information, in writing, to the Office of Employee Relations.
- E. All grievances and appeals of such must be filed on forms provided by the District. A copy of the grievance shall be provided to the principal and/or principal's supervisor **and management/supervisory personnel**.
- F. Level One
 1. The aggrieved party shall submit the grievance in writing to the employee's immediate supervisor. Within five (5) workdays 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 2 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.

G. 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 1 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 3. Failure to appeal the grievance within ten (10) workdays after receipt of the response at Level Two shall result in dismissal of the grievance.

H. 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 agree upon an Arbitrator.
 - b. Alternatively, the parties shall jointly request from the Federal Mediation and Conciliation Service a list of names from which the Arbitrator shall be selected.
 - c. The parties will strive to mutually agree upon the Arbitrator.
 - d. If the parties fail to mutually agree upon the Arbitrator, each party will strike one name followed by the other party striking one name until a single name remains and that person shall become the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
2. The Arbitrator shall schedule the hearing as soon as possible following acceptance of the appointment. The parties agree to make available all pertinent, non-privileged information in their possession or control that 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(s) 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.
 9. Unless the Association represents the aggrieved party, the District may require that the aggrieved party post the party's share of the expenses in advance of the hearing.
- I. Neither the District nor members of the Administration shall take reprisals against the aggrieved or any party or Association representative or any participant in the grievance procedure.
 - J. All written and printed matter dealing with the processing of the grievance will be filed separately from the Central Office personnel files of the participant.
 - K. The District agrees to make available to the aggrieved party and the party's representatives all non-privileged, pertinent information in its possession or control, which is relevant to the issues, raised by the grievance.
 - L. Leave with pay will be granted to a grievant whose absence from duty is required by the parties to the grievance as part of a grievance meeting. The Office of Employee Relations shall notify the immediate supervisor(s) of the employee(s) designated to appear at such meeting.
 - M. Nothing contained herein shall limit the right of any employee to process a grievance as an individual.
 - N. 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.

ARTICLE 10: CONDITIONS OF EMPLOYMENT

EMPLOYMENT

- A. The District shall maintain an updated orientation video that is shown to all newly hired employees. The Association and the District shall collaborate on the content of the video. The Association and District shall preview the updated video prior to its being shown to newly hired employees.
- B. Employees hired in school and non-school locations by the District shall be required to successfully complete the licensure process as outlined by the Public Education Department (PED) by the 40th day of employment, and shall be short-term pending licensure.
 1. Employees who do not successfully complete the licensure process within thirty (30) days of hire shall be terminated. Employees who do not renew their license by the expiration date shall be terminated.

2. Pre-K and Even Start EAs shall be required to complete an Associates of Arts degree in Early_Childhood within the required time.

PURPOSE

EAs, shall be employed for the purpose of assisting the teacher, or other certified personnel, in facilitating the educational program.

- A. Employees shall not be responsible for preparing instructional objectives or initiating original concept instruction.
- B. All duties shall be performed under the direction, but not necessarily in the presence, of a certified employee.
- C. Employees in the bargaining unit will not use personal money to pay for field trips. Employees who are required to go on field trips with students will have their transportation, necessary tickets and entry fees paid for by the school sponsoring the trips. Principals shall assign coverage for employees who are required to go on field trips.
- D. Employees in the bargaining unit shall be sufficiently and adequately trained in a timely manner for assigned duties. Employees who are newly assigned to Special Education classes shall be trained in a timely manner for their duties. They shall be compensated if such training is provided outside regular working hours.
- E. Employees shall not be required to perform personal errands or tasks unrelated to their duties for principals or other members for the staff.
- F. Employees are not required to obtain substitutes for their duty schedule. The principal, or his designee, **and management/supervisory personnel** shall be responsible for assigning a substitute to the absent employee's duty schedule.
- G. The parties agree that whenever an employee in the bargaining unit is absent from work, the site administrator shall be responsible for assigning the absent employee's duty responsibilities to another employee.
 - a. This shall apply to and include such programs as 'Duty Buddy'.
- H. Basic equipment for Education Assistants, Health Assistants, Community Support Liaisons, and Campus Assistants shall include a secure desk and chair, access to school phones, keys to the classroom and elevator when necessary, and District computers. If this equipment is not available, then site administrators shall acquire the equipment.
- I. Employees will not be required to use their personal cell phones for school business. Employees, at their own discretion, may use their personal cell phones for school business. Employees will not be compensated for this discretionary use.

- J. All EAs, CSLs, HAs, CAs, and Redirectors are required to have **nonviolent crisis intervention (NVCi)** training. **Employees requiring nonviolent crisis intervention refresher must complete training within current school year.**
- K. **No new hires will be placed in Special Ed programs with intensive global support students until they have been NVCi certified.**
- L. **EAs on crisis teams must be NVCi certified to participate.**
- M. **All EAs and Redirectors required to do student data entry will be provided access to a computer in the classroom.**

CATEGORIES OF EMPLOYEES / PROBATIONARY STATUS

A. Regular

- 1. Full-time: Employees working a precise, recurring work schedule for a full year;
- 2. Part-time: Employees working a precise, recurring work schedule for a full year, except that employees work less hours per day.

B. Short-term

- 1. An employee hired for a special project funded by the federal or state government, or any other temporary funding, or hired to take the place of an employee on leave, shall be a short-term employee.
- 2. An employee employed by a special project funded by the federal or state government, or any other temporary funding for more than one (1) year, shall be given the opportunity to transfer into an operationally-funded position if they so desire.
- 3. An employee hired after the school year start date shall not be considered a short-term employee.

C. All regular employees shall be placed on a probationary status upon employment or reemployment.

- 1. Probationary status shall be defined as the first six (6) months of active employment.
- 2. An employee re-employed after an absence of less than one (1) year and having previously completed a probationary period, shall not be considered probationary.

RE-EMPLOYMENT

- A. Regular employees shall be employed for the ensuing school year unless otherwise notified in writing no later than fifteen (15) workdays prior to the last day of school except as noted above.
- B. Employees hired for a special project funded by the federal or state government, or any other funding, shall be retained only for the duration of the project, or any portion thereof, and the Board shall have no obligation to reemploy them unless otherwise stipulated in the conditions of funding. Employees affected by this provision will be considered for other vacancies.

- C. **For positions other than bus driver or school bus attendant (the District will provide the Union with all APS-TMC "Position Opening" announcements). The position will be posted the same day that it is posted to the website.**

WORK YEAR/DUTY SCHEDULE

- A. On the first official school day to report for duty, the District/principal/supervisor shall provide a school or jobsite-based orientation for employees in the bargaining unit.
- B. The work year is based upon the school year calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the District shall not affect the total number of workdays required.
- C. The work year for EAs, Health Assistants, and CSLs shall consist of one hundred eighty-three (183) days.
- D. The work year for CAs shall consist of one hundred ninety-two (192) days. Two (2) days shall be used for training purposes. CAs and the site administrator(s) shall mutually agree on how to use the remaining eight (8) workdays.
- E. The duty day shall consist of six and one-half (6-1/2) hours for EAs on a thirty-two and one-half (32-1/2) hour week, and eight (8) hours for CAs and CSLs on a forty (40) hour week, exclusive of lunch period. The standard workweek is Monday through Friday.
- F. Each employee shall have a thirty (30) minute, duty free, uninterrupted lunch period, which may be taken on, or off, the school grounds at the employee's discretion. On workdays when students are not attending school, employees shall have a lunch period equivalent to other staff.
- G. Employees shall be provided a duty-free break time of no more than 15 minutes in the morning and afternoon at times mutually agreed upon by the employee, immediate supervisor and/or classroom teacher.
- H. Employees shall not be required to notify the immediate supervisor of their arrival or departure from the school or building location.
- I. Employees desiring to leave the school or building location during the duty day may do so with prior notification, and approval of the immediate supervisor. Employees shall then sign-out at the school office.
- J. Employees shall not be required to sign-out, or sign-in, when taking their duty-free lunch off school grounds or job site, unless the employee exhibits a pattern of tardiness or lateness.
- K. EAs, HAs, CSLs and CAs are not required to provide personal cell phone numbers to any administration personnel or other school personnel, unless they volunteer.
- L. The District will not regularly expect or require employees to work in excess of the standard duty day, workweek or work year, however, the duty day may be lengthened up to two (2) hours for any individual employee in any twenty (20) day reporting period. This time is to be used exclusively for employee group meetings. Other required extensions of the duty day shall be compensated time.

- M. The immediate supervisor shall have the authority to **rotate EAs as coverage is needed.**
- N. Employees who wish to substitute on their non-scheduled workdays shall have the option to do so providing they inform Substitute Services by August 1 of each school year of their intent.
- O. Deviation from the provisions of Work Year/Duty Schedule may be made by mutual agreement of the Association and the Superintendent.
- P. Lengthening of the duty day by the site supervisor shall normally occur after a minimum of forty-eight (48) hours prior notice.
- Q. **All TMC employees will work and be paid in accordance with the Traditional School Calendar.**
- R. **All TMC employees will be on the APS Traditional Calendar. Employees who have routes based on the Alternative Calendar schools will be notified by their supervisor of any deviation in their work schedule. Employees who are required to be on Standby will be incorporated into a rotation ensuring that regular Standby employees are sent out first followed by temporary Standby employees.**

ASSIGNMENTS

- A. The employee's primary responsibilities shall be the fulfillment of duties assigned by the District to the position allocated. The parties agree, however, that employees may be assigned other duties. Such duties shall be assigned on an equitable basis to employees except when, in the judgment of the immediate supervisor, the basis of assigning duties would not serve the best interest of the educational program at that school. Such duties shall not be the employee's primary responsibility.
- B. It is a violation of the AEAA contract to have a member covered by this contract taking on the duties of an Albuquerque Secretarial/Clerical Association "B" Schedule employee.
- C. Principals who are retiring, being reassigned to a new school, or leaving employment with APS shall not reassign employees without approval from Human Resources.
- D. Library Assistants (LAs) – Rather than teaching, LAs may reinforce instruction at the direction of certified staff and with on-site direct supervision.
 1. LAs shall not be responsible for providing the instruction for the state student library competencies.
 2. LAs should not select or choose materials without guidance by certified staff.
 3. LAs should not do inventory, including de-selection without the guidance of certified staff, but may report on existing and missing materials.
 4. LAs will not be aware of protocol of censorship intricacies and legalities involved, and should not be involved in defenses or re-evaluation of materials.
 5. LAs should not introduce or recommend appropriate titles for leisure reading and information gathering.
 6. LAs shall not be responsible for developing library instructional programs.
 7. LAs may read aloud for titles chosen by certified staff.
- E. Health Assistants (HAs)

1. The employee shall have the New Mexico-mandated Health Assistant licensure/certification if the employee is required by the District to work as a Health Assistant in the Health Office.
2. Employees required by the District to work as a Health Assistant in the Health Office shall be highly qualified within 90 days of employment.
3. HAs shall be evaluated with the Health Assistants Evaluation Form.
4. The HA's immediate supervisor shall be the school principal.
5. Whenever HAs are absent from work, they shall call the district reporting system and record their absence.
6. If an HA is required to manage the nurse's office because the nurse is on leave during the nurse's scheduled duty day, the HA shall be compensated at the rate of 1.5 times the employee's regular hourly rate of pay for each hour, or fraction of an hour.

F. TMC Employees

1. **An employee, who is pulled from their regularly assigned route to cover a vacancy on another route, will be informed of any special situations that they may encounter such as special needs students with behavioral issues. This is in addition to the normal information that is usually given to Standby employees who are sent out on a route.**
2. **Employees assigned to permanent routes will have their hours guaranteed (5 or 6 hours). Employees who were previously guaranteed 6 or 7 hours will be "grandfathered" at those hours; however, if an employee rejects additional work to make up any lost time, they will no longer be considered a "6 or 7 hour" employee. If an employee is involuntarily moved to another lower paying route, or if their route is changed resulting in fewer hours, they will continue to be paid those guaranteed hours. Additional work can be assigned to the employee (additional route(s), extra work, standby duties) to make up the guaranteed time.**

G. Differential

1. If an employee is required to lead the class in instructional activities (**behavior and IEP directive BIP Health & Wellness and video instruction**) in the absence of a teacher, or if the teacher is present and has requested the EA lead the class, then the employee shall be compensated at the rate of 1.5 times the employee's regular hourly rate of pay for each hour, or fraction of an hour.
 - a. Employee compensation for monitoring shall not apply to travel time, or when the employee is observing student activities which are being monitored by a teacher, other certified employees, or other supervisors.
 - b. At no time shall Education Assistants, Health Assistants, Community Support Liaisons, and Campus Security be used to perform classroom monitoring activities on a regular basis.

- c. If a HA is required to manage the nurse's office because the nurse is on leave during the nurse's scheduled duty day, the HA shall be compensated at the rate of 1.5 times the employee's regular hourly rate of pay for each hour, or fraction of an hour.
 - d. **If an EA is required to be the teacher of record at the beginning of the school year because of a vacancy and complete teacher preparation of the classroom, the EA will be compensated the differential**
2. If an employee substitutes for a teacher for the entire 6.5 hour workday, the employee may be assigned to cover another class during the teacher prep time.
- a. If more than one employee monitors classroom activities in the same classroom at the same time in the absence of a teacher, all employees shall be compensated at 1.5 times their hourly rate.
 - b. If the District identifies an assignment that requires independent instructional responsibilities, the employee shall be compensated at the rate of 1.5 times the employee's regular hourly rate for each hour or fractions of an hour for all eligible time.
 - c. If the employee and the supervisor mutually agree, the employee may choose to accept compensatory time off instead of 1.5 of their regular rate. The compensatory time off is earned at the following rate: the number of compensatory hours earned equals the number of hours monitoring classroom activity in the absence of a teacher.
 - d. Principals shall pay the cash differential unless the employee chooses compensatory (paid) time off from work.
 - e. All end of the year off sight activities must meet APS request for Field or Activity Trip Form.
 - f. **All EAs in Special Ed programs with intensive global support students will be paid a differential when a substitute teacher is present on an intermittent basis.**

LANGUAGE TRANSLATION SERVICES

- A. An employee (EAs, CSLs, CAs, Health Assistants, **Family Liaisons, Redirectors, and Community Support helpers**) shall demonstrate working knowledge/communication skills of the language to be translated if that employee is required by the site administrator to provide oral translation **or written** services outside classroom/job assignments.
- B. The site administrator is the only APS employee who may require an employee to provide oral translation services. The employee providing oral **or written** translation services shall be compensated at the rate of one and half (1.5) times the employees' hourly rate per hour or fraction of hour.
- C. The site administrator will not pull an employee from assigned classroom/job responsibilities on a regular basis.

- D. An Employee will not provide written translation for official district documents including, but not limited to IEPs and medical records.
- E. The employee will not be required by the site administrator to provide oral translation services, which will negatively impact the employee's classroom/job responsibilities.
- F. An employee shall provide oral translation services for the entire workday when the employee, site administrator and assigned teacher mutually agree.
- G. If more than one employee provides oral translation services in the same working environment, all employees shall be compensated at one and one-half (1.5) times their hourly rate.
- H. If the District identifies an oral and/or sign language translation assignment that requires independent employee responsibilities, the employee shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate for each hour or fractions of hour for eligible time.
- I. The site administrator, in consultation with the District and AEAA, will identify EAs to provide translation services. The site administrator will seek volunteers. Seniority within the bargaining unit shall be the determining factor.
- J. An employee who is qualified to provide language translation services shall provide informal oral translation services. If the District/ principal/supervisor requests informal written language translation services it shall be considered on a temporary basis only, and the District shall provide compensation at the rate of time and a half (1-1/2) the employee's hourly rate.
- K. All EAs working in a class with a substitute and curriculum that requires dual language, braille or hearing impaired curriculum, will receive the differential if the EA is providing translation services.

OPPORTUNITIES TO PLAN

EAs and Health Assistants shall be provided opportunities to consult and plan with their cooperating teachers and nurses on a regular basis.

- A. Employees without prior knowledge or specific training for new assignment shall be provided training when required within thirty (30) days of placement.
- B. The immediate supervisor shall be responsible for arranging adequate training and support for employees within thirty (30) days of training request.

REASSIGNMENT

The immediate supervisor will consult with the employee 48 hours prior to reassigning the employee to another bargaining position or assignment at the site.

- A. This consultation will take place prior to the commencement of the school year when the assignment will be implemented.

- B. A written notice of assignment, which will include work location and job category, or assignment shall be provided to each regular employee prior to the start of the school year or reassignment during the school year.

TRAVEL TIME

Travel time for employees who work in more than one (1) school location in any one (1) duty day shall be counted as part of the duty day.

- A. When an employee travels from one (1) location to another at the midday, the employee shall receive travel time in addition to the normal lunch period.
- B. An employee may be requested to use their own automobile in the performance of their duties and will be reimbursed at the maximum mileage rate adopted by the District.
- C. The employee and the immediate supervisor, governed by applicable APS policy, shall mutually agree to any such use of the employee's automobile.
- D. The parties agree that the bargaining unit employees who use their personal vehicles to conduct APS business. Shall receive mileage reimbursement compensation at the current established Conus Internal Revenue Service (IRS) mileage rate in accordance with Privately Owned Vehicle (POV) reimbursement rates.

EVALUATION

- A. The purpose of the evaluation process is to evaluate performance, communicate with employees on how they are performing, recognize strengths, identify areas needing improvement and identifying training and development opportunities.
- B. The immediate supervisor is solely responsible for evaluating employees, including Health Assistants, and will do so by direct observation.
- C. Other District administrators who work with the employee may assist in the evaluation process by providing input to the immediate supervisor concerning the employee's performance.
- D. The employee's assigned teacher may also provide input, but the assigned teacher shall not use the employee's evaluation form **or attend the evaluation**
- E. The Health Assistant's assigned nurse may also provide input concerning delegated tasks.
- F. If other District administrators, the employee's assigned teacher, or the Health Assistant's assigned nurse provide input indicating sub-standard job performance, the immediate supervisor shall directly observe the employee, and process such concerns by means of a verbal directive and written directive prior to marking achieved and not achieved on the employee's evaluation form.
- G. All evaluations shall be conducted openly with full knowledge of the employee. The employee shall be advised prior to being evaluated of the procedures and instruments to be used in the evaluation by October 15th of each year.

- H. All employees shall be evaluated once a year. Probationary employees shall be evaluated two (2) times per school year.
- I. Employee evaluations shall be completed by May 1 of each year.
- J. The immediate supervisor shall meet with the employee and review the evaluation report. The employee may discuss the evaluation with the immediate supervisor before it is submitted to the Human Resources Department. The employee may write comments on the evaluation.
- K. After the employee has read the evaluation report, and discussed the evaluation with the immediate supervisor, the employee will sign the evaluation indicating acknowledgement that the evaluation has been read and understood. The employee's signature does not mean that the employee agrees with the evaluation, only that the employee has seen and read the evaluation.
- L. The evaluation document will reflect a summary of prior communication to the employee regarding areas of needed improvement.
- M. When an employee has not achieved one or more of the essential competencies as indicated on the performance evaluation form, the supervisor will have previously identified and addressed these substandard job performance concerns through a written reprimand. The written reprimand shall occur prior to the employee's annual evaluation with sufficient time for the employee to demonstrate improved job performance.

SENIORITY

- A. Seniority shall be based on the employee's continuous length of service as a full-time EA, Health Assistant, CA or CSL, within the bargaining unit in the District.
- B. Employees moving to part-time positions shall not accumulate additional seniority.
- C. Time spent on extended leave shall not count for seniority purposes unless the extended leave is used for education leave.
- D. **A TMC employee on FMLA will not lose their seniority and will return to their assigned route pursuant to FMLA guidelines.**
- E. **TMC employees who resign or who are terminated will lose their seniority and their route.**

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 9, Grievance Procedures, no other files shall be maintained except for duplicates of material kept in the central files and information that the immediate supervisor maintains prior to submission to the Human Resources Department. Materials directly and solely related to pre-employment references and references directly related to internal promotions where written references are required shall not be subject to inspection by the employee.

- B. Except as provided in No. 1 above, materials in school, region office or District files shall be subject to inspection by the employee. 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 an employee's file.
- D. Each employee will have access to that employee's file. The employee has the right to be accompanied by any individual while examining that employee's file. The employee has the right to designate in writing an Association representative who may have access to the employee's file. An Association Officer will authenticate persons designated as bona fide Association representatives. An employee's file shall be available for inspection within a reasonable time after it has been requested.
- E. Employees will be given the opportunity to see any information prior to placement in their personnel 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 the material by affixing a signature on the actual copy/copies to be filed.
- F. **An employee with a reasonable request will be allowed to view the security camera footage from their bus. The employee must request an appointment.**
- G. **GPS monitoring of an employee's location will be done on a regular basis.**
- H. Any information or materials which are derogatory to an employee's conduct, service, work performance, character or personality shall not be placed in the employee's personnel file unless and until the employee has been given the opportunity to examine the information or material.
- I. Any information placed in an employee's personnel file may be removed at the request of the originator of said material if agreed to by the employee affected and approved by Director of Human Resources.
- J. The employee has the right to respond in writing to anything placed in that employee's open file and have such response placed with the material to which the response relates.
- K. Each individual approved by the District, except persons performing routine file maintenance, will upon receiving confidential and/or open files for any purpose, affix that individual's signature to the file jacket indicating date of usage.
- L. **All EAs will be given a summary memo 48 hours prior to meeting with admin. (See attached memo)**

TRANSFERS/VACANCIES

- A. A voluntary transfer is a transfer initiated by the employee to request transfer to another position in the bargaining unit. Employees must have worked the full time equivalent of a semester (91 days) in this bargaining unit to be eligible for transfer. Employees who transfer shall be required to update an application online for a vacant position. Transfers will occur only during winter and summer breaks, except:
 - 1. Under emergency circumstances as requested by the employee and approved by the Director of Human

Resources; or

2. During the first nine (9) weeks of each semester provided both the principal/supervisor at the employee's assigned work site and the principal/supervisor at the requested worksite agree that the transfer may be made during this earlier time period.
- B. Transfers can be held up to ten (10) days after the offer has been made.
- C. Vacancies shall be offered to bargaining unit employees in the school or job site one week prior to being advertised. Principals and supervisors shall post vacancies at the school or job site, one (1) week prior to being advertised. To be considered for vacancies, applicants must submit a letter of interest to the hiring supervisor.
- D. Job vacancies will be filled on the basis of skill, ability and training. The most qualified applicant shall be selected. In the event such qualifications are equal, the applicant with the most seniority shall be selected.
- E. An administrative transfer is a transfer initiated by the District. Whenever an administrative transfer is initiated because of enrollment or program changes and two (2) or more employees within the same category at the effected worksite are eligible for the transfer, the employee with the least seniority (as defined in Article 10, N.) shall be transferred. The District and Association shall meet to determine if the employee meets a program need at the school. If the employee meets a program need at the school, then the employee shall not be administratively transferred. For the purpose of this provision, the categories are EAs who work six and one-half (6-½) hours per day, CAs who work eight (8) hours per day, CSLs who work eight (8) hours per day, employees who work part-time. This provision shall not apply to currently placed Health assistants (HAs), and New Futures Child Care Education Assistants. Administration reserves the right to transfer employees as it becomes necessary; however, the Administration shall consult with the Association prior to the proposed transfer in order to explain grounds for the proposed transfer. Such transfers shall be determined on the basis of the District's needs.
1. If the reason(s) for the administrative transfer becomes nonexistent before July 1, the employee shall have the right to return to the previous school or building location.
 2. Employees who are performing unsatisfactorily shall not be considered for administrative transfer.
 3. The immediate supervisor is required to meet with the employee who must be administratively transferred.
 4. The employee will be given the opportunity to apply for any vacancy and will indicate preference as to assignment and location.
 5. The Human Resources Department will notify employees of their assignments. After June 1, employees must accept the first assignment offered.
 6. Transferring from one position to another generally shall not be dependent on availability of a replacement for the position being vacated.

- F. Desire to be transferred to a work location closer to an employee's home shall be given consideration.
- G. Administrative transfers and voluntary transfers shall be jointly considered. The assignment of administrative transfers shall have priority over all other placements.

SUMMER SCHOOL VACANCIES

- A. Summer school job vacancies shall to the extent possible be filled by employees currently employed within the District. Qualifications for summer school vacancies shall be substantially the same as those required for regular employment.
- B. The Human Resources Department shall make available on the APS website all EAs vacancies, including summer school. The Human Resources Department shall publicly post vacancies occurring after the school year.

SUSPENSION/TERMINATION

- A. Employees have the right to be accompanied by an Association representative to advise and/or represent them during meetings held at or above the school or building level at which decisions relating to disciplinary action, suspension or termination are being considered.
- B. An employee may be discharged or terminated only for good and just cause, in accordance with law, 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 the Grievance Procedures, Article 9.
- C. Employees employed on a probationary status may be discharged or terminated with such action not subject to the grievance procedure.
- D. An employee who has completed one (1) full year of employment with the District may be discharged or terminated only in accordance with law.
- E. Any employee suspended shall be suspended with pay until determination of the action to be taken is made. Upon completion of the investigation, the employee will be informed of the decision in writing. If it is determined following the investigation that loss of pay to the employee is warranted, such reduction shall become effective retroactive to the first day of suspension.
- F. An employee's employment status with the District shall be automatically terminated when the employee fails to report to work for a period of three (3) or more consecutive workdays 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. Such action is not subject to Article 9, Grievance Procedure.
- G. Prior to taking disciplinary action against an employee, the District shall convene a conference with the employee unless otherwise agreed by the District and Association. Forty-eight (48) hours notification shall be given to the employee in order to secure representation. The employee shall appear with her/his Association representative unless she/he expressly disclaims representation by the Association.

- H. Complaints against an employee – any discussion between the District and the employee regarding the allegation shall be conducted in a private, confidential setting. The District shall proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary. The employee may be accompanied by an Association representative. If the accusation is determined to be unfounded, documents relating the complaint shall be expunged from District files.
- I. The District and Association agree that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of parents, employees, pupils or other person except within the context of a grievance or disciplinary hearing, or disciplinary conference, or in the context of counseling the paraprofessional with regard to her/his duties at which time the teacher may be present. It is understood that the provisions of this sub-article will not apply to any “reprimand” delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

ABSENCES/SUBSTITUTES

- A. Whenever an employee is going to be absent, regardless of whether a substitute employee is required, the employee is required to call the Substitute Employee Management System (SEMS).
 - 1. Such call should be made before 6:30 a.m. on the day of the absence.
 - 2. An employee may also be required to notify the principal at their first work location of their absence.
 - 3. Employees who have a family emergency after 6:30 am which requires them to be absent from work shall notify their supervisor by telephone before the workday begins.
- B. Employees who are absent must notify the immediate supervisor no later than one (1) hour before the close of the duty-day if they expect to return the following day.
 - 1. If the employee does not call, the substitute's employment will continue and another day's absence will be charged against the employee.
- C. If the employee is absent on Friday, the substitute employee will automatically be released at the close of the duty day. If the employee cannot return to work on Monday, it is the employee's responsibility to call the answering service again and request another substitute.
- D. The District shall make every effort to provide a substitute employee when necessary during the absence of an employee.

REDUCTION-IN-FORCE (RIF)

- A. If the District deems it necessary to initiate a reduction in the bargaining unit work force, the following conditions shall apply:
 - 1. Layoff - The District shall determine the number and type of positions to be affected by the RIF.
 - 2. The District will attempt to absorb the necessary reductions through attrition and non-renewal of short-term employees.

3. Further reductions shall be governed by seniority as defined in Article 10, N. Seniority. For the purpose of layoff, the categories are EAs who work six and one-half (6-½) hours per day, CAs who work eight (8) hours per day, CSLs who work eight (8) hours per day, and all employees who work part-time.
4. The District shall maintain a list of laid-off employees.

RECALL

- A. The District shall determine the number and types of positions to be affected by the recall.
- B. To be eligible for recall, the laid-off employee must file a written request for reemployment within thirty (30) days after the effective date of termination.
- C. Assuming qualifications as determined by the District are met, the recall shall be based upon seniority as defined herein (i.e., last out, first rehired). Outside applicants will not be hired for any position if a qualified employee is still on the recall list.
- D. Failure to accept a position in writing within ten (10) calendar days of the offer of reemployment shall constitute forfeiture by the recalled person of further rights under this provision.
- E. Any laid-off employee not recalled within one (1) year of the layoff shall be considered terminated.
- F. All accrued benefits, including accumulated leaves, pay schedule credit and seniority, shall be restored to a recalled employee at the same level in existence at the time the employee was laid off.

PROFESSIONAL DEVELOPMENT

- A. During in-service days, the principal/District, in consultation with the Association, will schedule professional development for employees. Professional development shall be applicable to jobs and/or applicable to school-wide efforts.
- B. The District and the Association will work collaboratively to develop and implement job-related programs of in-service professional development for employees. The parties will utilize the following options for inservice professional development:
 1. AEAA workshops for Classified Employees; and,
 2. Other qualified programs as designated by APS and AEAA.
- C. The parties have developed and implemented a professional development program allowing employees to receive increased pay when they successfully complete designated college-level coursework and in-service professional development. EAs can earn six percent (6%) hourly pay increases by accumulating college credits or in-service professional development credits. CAs can earn four percent (4%) hourly pay increases by accumulating college credits or in-service professional development credits. CSLs can earn four percent (4%) hourly pay increases by accumulating college credits or in-service professional development credits. Applications for pay increases under this provision shall be submitted to the District no later than September 15 of each year. **All course work will be from August to August each school year.**

- D. There will be a seven (7) hour time limit maximum for career credit for HAs, EAs, CSLs, and CSs required district annual trainings.

REGULAR SCHOOL YEAR VACANCIES

- A. Principals and supervisors shall notify bargaining unit employees of school or job site vacancies which exist, or may exist by posting vacancies one (1) week, prior to going outside the school or job site in order to fill said vacancies.

COMP TIME OFF

Employees shall be entitled to comp time off if the following conditions are met:

- A. The employee agrees to be assigned work which has been approved by the principal or assistant principal beyond the maximum provided above in F. 5.
- B. Employees who work less than forty (40) hours per week shall also be entitled to comp time off provided the assigned work has been approved by the principal or assistant principal.
- C. A log showing approved extra work time has been submitted to the principal or assistant principal.
- D. Comp time off shall be defined as one (1) hour off for one (1) hour worked.
- E. Employees who work more than forty (40) hours per week shall be paid overtime at a rate of time and a half (1.5) for hours worked beyond forty (40) hours.
- F. Employees who work more than forty (40) hours per week may, instead of overtime pay, choose comp time off. Comp time off for more than forty (40) hours worked per week shall be defined as one and a half hours (1.5) off for one (1) hour worked.
- G. The principal or assistant principal and employee shall mutually agree to a schedule of comp time off.
- H. Comp time off which is not used by the employee within ninety (90) workdays shall be converted to paid time.

ARTICLE 11: BENEFITS AND LEAVES

GENERAL PROVISIONS

- A. The immediate family of an employee is the spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, and others who reside in the same household with the employee or a person for whom the employee is legally responsible.
- B. An employee who believes an improper reduction in pay under Article 11 has occurred shall have ten (10) workdays after receipt of the check in which the reduction appeared to initiate a grievance as provided in Article 9, Grievance Procedures.

- C. Application for Leave: All leaves of ten (10) consecutive work days or less will be requested through and approved by the principal or the immediate supervisor, prior to being taken. 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.
- D. All leaves are based upon the number of hours in the employee's duty day.
- E. Inappropriate use of leave with pay may be cause for disciplinary action including dismissal.

ASSAULT LEAVE

- A. Assault shall mean an act, which causes an injury.
- B. Any employee assaulted shall report the incident to the supervisor immediately. File a report of injury and contact risk management.
- C. An employee shall not be charged for time lost up to twenty (20) assault leave days resulting from physical, mental or emotional injuries caused by a physical assault while carrying on the duties and responsibilities as an employee.
- D. In the event more than three (3) assault leave days are lost as a result of the assault, the employee shall submit to the immediate supervisor a physician's certificate attesting to the assault injury.
- E. Such benefits shall go into effect immediately.
- F. If therapy, as a result of the assault, and as prescribed by a physician, is needed during the duty-day, it shall be deducted from the twenty (20) assault leave days.
- G. If it is determined that the benefits should not have been provided, the employee shall be deducted sick leave or leave without pay if the sick leave has been exhausted.

ASSOCIATION/UNION LEAVE

- A. Association representatives employed by the District shall, upon request and approval by the Office of Employee Relations, be excused during the duty day to confer with Board representatives and perform duties of the Association and such time shall be considered as time worked.
- B. The Office of Employee Relations shall approve all requests for Association leave.
 - 1. Requests for absences of one (1) day or more must be in writing and submitted for approval at least five (5) workdays in advance of taking such leave.
 - 2. Requests for leave in emergency situations requested less than twenty-four (24) hours in advance must have the specific approval of the Office of Employee Relations.
- C. The Association shall provide to the Office of Employee Relations a list of those Association representatives approved by the Association.
- D. During each year of this Agreement, the District will grant the Association up to forty (40) days of release time per year for Association professional leave purposes.

BEREAVEMENT LEAVE

- A. Bereavement shall mean a death within the immediate family. For definition of 'immediate family' see Article 11, No. 1, page 22.
1. Three (3) days leave with pay will be granted when a death occurs in the immediate family.
 2. Two (2) days of additional leave may be granted in recognition of circumstances requiring more time away from work (e.g., travel requirements, responsibilities for making arrangements, other aggravating circumstances).
 3. Resolution of disagreements regarding the granting of additional leave will be addressed through the Office of Labor Relations (which may require documentation to process the bereavement leave).
- B. Bereavement leave is not cumulative nor is it deducted from sick leave.

COURT LEAVE

- A. Leave with pay will be granted to an employee when absence from duty is required by a lawful subpoena to testify (not as plaintiff or defendant) in a court proceeding, or in an administrative hearing.
- B. Leave with pay will not be granted to any employee whose absence from duty results from such employee bringing action against the District.
- C. Leave with pay will be granted to any employee whose absence from duty results from such employee bringing action against the Board on account of physical injuries suffered by the employee while on duty.
- D. Leave with pay will be granted to any employee called for jury duty, provided, however, that money received for jury duty during a duty day, except that paid for mileage and/or subsistence, will be submitted to the Business Office. If jury duty ends more than two (2) hours prior to the completion of the employee's scheduled workday, the employee must return to duty within a reasonable time of his/her release from the court.

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 (See Article 11, No. 1, page 20 for definition of 'immediate family', or birth of a child to the wife of an employee.
1. Serious illness shall mean:
 - a. An illness where death is probable and may occur;
 - b. Surgery is performed requiring hospitalization; or,
 - c. Illness that requires treatment by a physician.
- B. All requests of sick leave for family will be addressed in accordance with the FLMA guide lines.

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. They satisfactorily complete duty of five (5) accumulative years or less;
- C. They begin duty directly from employment with APS; and
- D. 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.
- E. Performing duty, voluntarily or involuntarily, includes:
 - 1. Active duty, active duty for training, and initial active duty for training;
 - 2. Inactive duty training;
 - 3. Full-time National Guard duty;
 - 4. Absence from work for an examination to determine a person's fitness for any of the above types of duty;
 - 5. Funeral honors duty performed by National Guard or reserve members; and
 - 6. Duty performed by intermittent disaster response personnel for the Public Health Service, and approved training to prepare for such service.
- F. 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.
- G. 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.

PERSONAL LEAVE

- A. One (1) day of leave with pay each year is granted to an employee for personal matters that require the employee's absence during school hours. This leave may be accumulated up to five (5) days, including leave earned under Article 12, paragraph V.

- B. Except in emergency situations, the employee shall give at least three (3)-calendar days' notice to the immediate supervisor that leave under this section is being taken. The employee need not state the reason for taking leave under this section.
- C. Probationary employees are not eligible for leave under this provision until they have worked a minimum of six (6) months.
- D. If more than five (5) days of personal leave are accumulated, then the additional days not taken under this section shall be accumulated with sick leave.

PERSONAL EMERGENCY LEAVE

- A. Leave for business and/or personal reasons will be granted up to five (5) days for unusual circumstances. Deductions from the gross pay of an employee for this leave shall be made at the lowest substitute rate of pay for each day taken.
- B. Application for such leave should be submitted to the Human Resources Department at least five (5) school days prior to the commencement of the leave unless an emergency exists.

POLITICAL LEAVE

- A. Political leave shall be granted to any regular employee in accordance with District policy.
- B. Application for this leave shall be made in writing to the Superintendent.

PROFESSIONAL LEAVE

- A. An employee may be granted professional leave without loss of pay subject to the discretion of the Employee Relations Department when serving as a representative of the District at conferences, workshops, meetings, seminars or other activities related to the employee's assignment.
- B. An employee will be required to file with the immediate supervisor a written report of the activities attended.

RELIGIOUS LEAVE

- A. Employees shall be granted up to two (2) days of leave per year for observance of recognized religious events.
- B. Deductions from the gross pay of the employee for the leave shall be made at the rate of twenty dollars (\$20.00) for each day taken.
- C. The employee need not disclose religious beliefs verbally, or in writing.
- D. An employee may convert one (1) day of sick leave to one (1) day of religious leave during the school year.

SICK LEAVE

- A. All employees are granted sick leave at the beginning of the contract year.

1. Employees working eight (8) hour days, accrue 3.81 hours per 80 hours; employees working six and one-half (6.5) hour days, accrue 3.10 hours per 65 hours; and employees working three and one-fourth (3.25) hour days, accrue 1.55 hours per 32.50 hours.
 2. In the event an employee leaves employment with the District and has used an amount of sick leave that exceeds the amount credited at the start of the contract year, the employee will be docked.
- B. Unused paid sick leave hours to which an employee is entitled may be accumulated, not to exceed one thousand three hundred (1,300) hours.
- C. Earned sick leave will be prorated for late hires, mid-year contract changes, leaves of absence, retirees, and terminations.
- D. Sick leave benefits used in excess of the employee's accrued hours will be taken without pay.
- E. Physician's certificate shall be required when an employee is:
1. Absent for four (4) or more consecutive workdays;
 2. Absent both on a Friday and the following Monday (or the next regularly scheduled workday);
 3. Exhibiting a pattern of inappropriate and/or excessive use of leave.
- F. Sick leave with pay may be made available to employees returning to the District from the prior year or from authorized leave and are unable to report to work by reason of illness at the beginning of the school year.
- G. General Provisions
1. In case of illness that exceeds sixty (60) calendar days, the employee shall submit a written notice to the Human Resources Department stating the probable date of return together with a verifying physician's statement. Before returning, the employee shall submit a physician's release and a Return to Work certificate completed by the employee's treating physician.
 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.

EXTENDED LEAVES

Unless otherwise stated herein, extended leaves without pay may be granted to employees for a period of up to one (1) year and may be lengthened for a period not to exceed one (1) additional year. Leaves of absence without pay may be granted for:

- A. Educational leave - an employee who has been actively employed by the District for three (3) or more consecutive years immediately preceding the granting of this leave is eligible for advanced study leave. Employees on education leave shall accumulate time for the purposes of seniority.

1. Prior to returning to employment after the leave, the employee shall submit a transcript or other official proof to the Human Resources Department verifying the earning of no less than eight (8) hours per semester or fifteen (15) hours per year.
 2. Application for educational leave shall be made thirty (30) days prior to the commencement of the leave.
 3. Such leave may be renewed for up to one (1) additional year provided the employee is working toward teacher certification.
- B. 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:
1. An employee who is pregnant shall be entitled 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.
 2. The 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. The employee shall include with such notice 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.
 3. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to perform her assigned duties as per job description.
 4. 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.
 5. An employee shall be entitled upon request to a leave up to one (1) year to begin at any time between the birth of a child to his wife and one (1) year thereafter.
 6. Time off for bonding with a child who has recently joined the household by adoption or foster care placement shall be charged to sick leave for up to 30 days provided there is available sick time to cover the 30 days. A maximum of 30 days of available paid sick leave shall be permitted. Use of compensatory time is not allowed. Available absence balances will be used in this order: sick leave, personal leave and annual leave. Once such benefits are exhausted, the leave shall be without pay.
- C. Personal Necessity Leave – Leave without pay for business and/or personal reasons for one (1) semester or one (1) year may be granted to an employee provided said employee has been actively employed by the District for five (5) continuous years immediately prior to the granting of the leave.
1. Application for such leave shall be made to the Extended Leaves Office of the Human Resources Department at least thirty (30) days in advance of the leave. Such request must state the reason(s) for the leave.

D. Sick Leave – an employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave shall be granted leave for the duration of the illness or disability subject to the provisions herein.

1. Any request for the leave must state the probable date of return and be accompanied by a verifying physician's statement.
2. 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.
3. Before returning, the employee must submit a physician's release.

E. Sick Leave Bank -The District and the Association recognize the need for an available pool of sick leave days upon which eligible employees having experienced catastrophic illness or injuries may draw. To this end, the District and the Association have established a self-funded Sick Leave Bank.

1. Eligibility:

- a. To be eligible for participation in the Sick Leave Bank (SLB), an employee must voluntarily contribute each pay period, through payroll deduction, an amount that is designated by the joint Sick Leave Bank Committee.
- b. All money contributed to the SLB is nonrefundable.
- c. 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.

2. Membership:

- a. Any employee 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.
- b. Part-time employees shall be eligible for benefits on a pro-rata basis.
- c. Once enrolled, membership will be for an entire school year.
- d. 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 during the month of September.

3. Administration:

- a. The SLB Committee shall consist of one (1) member appointed by each of the three (3) participating bargaining units and District personnel for consultation as necessary.
- b. An eligible employee shall immediately apply to the SLB committee prior to taking leave, applications to the Committee shall be in writing and be accompanied by a physician's statement describing the illness or injury and anticipated dated of return to work.
- c. Claims are subject to a ten (10) day deductible (waiting period) for each eligible condition. The deductible may be met through the use of available absence balances (sick, personal). Without such accumulated leave, a payroll docking will occur. Employees must exhaust all

available "leave time" before benefits from SLB will be granted. If a claim extends into a new school year and the deductible has been met in the previous year, no further deductible shall be required to be met for that particular claim.

- d. An eligible employee may apply to the SLB Committee for withdrawal of days consistent with guidelines established by the joint SLB Committee.
- e. The SLB Committee will review all applications for withdrawal of days.
- f. The decision of the Committee shall be final and not subject to the grievance procedure.
- g. The Committee shall submit an operation report to the District and the Association on an annual basis.

4. Other Conditions:

- a. Sick leave days from the bank may be drawn only for those days of the school year as identified in this Agreement.
- b. Employees on leave of absence are not eligible to participate in the bank.
- c. Employees on leave of absence are not eligible to enroll in the Sick Leave Bank, until reinstated to active status.

F. Illness in Immediate Family - Leave without pay shall be granted for the purpose of caring for a sick member of an employee's immediate family for up to one (1) year. See Article 11, No. 1, page 19 for definition of immediate family.

- a. Such request must be accompanied by a verifying physician's statement.

G. Additional General Provisions

- 1. An employee returning from an extended leave of absence shall be assigned to the same position held at the time the leave commenced or, if that position is no longer available, to a substantially equivalent position subject to an existing vacancy.
- 2. All requests for extended leave under this provision shall be submitted in writing to the Extended Leaves Office in the Human Resources Department.
- 3. Benefits do not accrue during an extended leave of absence.
- 4. Time spent on extended unpaid leaves of absence under this provision shall not be counted for seniority purposes, but shall not break continuous service.
- 5. An employee returning from an extended leave must file intent to return to the District no later than March 1.
- 6. An employee commencing 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.
- 7. Failure to notify the District as described above shall result in termination of employment effective at the end of the leave period with the employee forfeiting all rights under Article 9, Grievance Procedure.

INSURANCE

- A. The Board agrees to provide a program(s) of group term life insurance, group health, dental, vision and long-term disability insurance benefits for full-time employees working thirty (30) or more hours per week.
- 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.
- C. Deductions for insurance programs will cease should an employee terminate during the school year, and coverage will cease immediately on health, medical and dental. There will be a thirty (30) day grace period on life insurance.
- D. Insurance Premium During Leaves of Absence:
 - 1. 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.
 - 2. If the leave is extended beyond one (1) year, the employee will be responsible for paying the total premiums for coverage and that of dependents. Failure to do so will result in loss of coverage.
 - 3. Employees shall consult their group insurance booklet to determine insurance coverage during a leave of absence.
- E. Employees on leave of absence for up to one (1) year who do not receive pay may continue any or all insurance programs by payment of their portion of the premium on the first day of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.
- F. Employees on leave of absence for more than one (1) year, except those employees on approved extended sick leave, who do not receive pay may continue any or all insurance programs by payment of one hundred percent (100%) of the monthly 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.
- G. Employees who have not previously enrolled in a District insurance program will be accepted in any or all of the District's insurance programs as long as they enroll no later than sixty (60) days from the effective date of their employment, change in marital status or change in the job status of the employee's spouse provided the employee's spouse was covered by insurance during the previous employment, whichever is applicable.
- H. During enrollment periods, employees shall be provided an explanation of programs and assistance in completing application enrollment forms.
- I. Each employee participant in an insurance program shall receive a brochure outlining all of the basic terms and conditions of the program.
- J. The District will notify the Association regarding any changes to existing insurance programs.

RETIREMENT

All regular employees are eligible for retirement benefits from the New Mexico Educational Retirement Act as described in the Educational Retirement Handbook available from the Insurance and Benefits Department.

SOCIAL SECURITY

The District will match the employee's share for Federal Insurance Contribution Act (Social Security) provided the District participates in such plan.

WORKERS' COMPENSATION

- A. The District provides and maintains workers' compensation insurance under the Workers' Compensation Act at nominal cost to the employee in compliance with state law.
- B. On-the-job accidents and occupational illness are compensated to the extent of required and necessary medical expenses, and to limited weekly benefits, as prescribed by the State Labor Commission, and set forth under the Workers' Compensation Act.
- C. Once an employee has reached Maximum Medical Improvement (MMI) or two (2) years of extended leave, whichever comes first, employment may be terminated.

STUDENT TRANSPORTATION EMPLOYEE PAID LEAVE OF ABSENCE AND ATTENDANCE

- A. Sick Leave. Bus drivers and bus attendants accrue ten (10) sick days bi-weekly during the contract year if the employee is hired the first day of the contract. Any absence that extends for 3 consecutive days must be accompanied by a doctor's note. Employees must not schedule appointments that prevent them from working the duty day on Fridays and Mondays. If the employee does not have enough sick leave, the time will be charged as Leave without Pay. For scheduled doctor appointments, an employee must bring in a doctor's note from that appointment in order to use sick leave.**
- B. Personal Leave. Bus drivers and bus attendants will accrue a total of one (1) personal day each year. A personal day request must be submitted at least five (5) working days in advance of the day off. Management may deny personal leave based on department needs. Requests for personal leave will be approved on a first come first serve basis.**
- C. Late Report. A bus driver or attendant will be considered late for work if s/he checks in later than his/her established time. All employees must report an absence by 5:30 am of that day. If a route starts before 5:30 am, the absence must be reported by 5 am. If a voicemail is left, s/he must verify the voicemail was received at least thirty (30) minutes before the shift.**
- D. No Call/No Show: A bus driver/attendant reports to work so late that his/her route has already been dispatched and the employee has not notified his/her supervisor or designee prior to his/her established route. If an employee reports to work so late that his/her route has already been**

dispatched, it will be up to the discretion of the supervisor or designee as to whether or not that driver will check in and go on duty. If a supervisor or designee has not arrived at work yet, that employee will check in and wait for the supervisor's arrival. If it is determined that the employee shall check in or remain on duty, then the employee shall receive pay only for the actual time on duty regardless of any guarantee.

- E. **Absence: Failure to attend work for one workday**
- F. **No Call/No Show for Assigned work: 1st occurrence, one (1) day suspension without pay, 2nd occurrence, five (5) day suspension without pay, 3rd occurrence, Termination.**
- G. **Late Report: 1st occurrence, verbal warning, 2nd occurrence, written warning, 3rd occurrence, one (1) day suspension without pay, 4th occurrence, three (3) day suspension without pay, 5th occurrence, ten (10) day suspension without pay, 6th occurrence, Termination.**
- H. **Excessive absence: Excessive absence is considered to be four (4) or more unexcused absences in a consecutive ten (10) month period from August through May. Unexcused absences exclude FMLA, Jury Duty, Work-Related Injuries, and other pre-approved leaves. Corrective action for excessive absences shall generally follow a schedule of progressive discipline: 4 unapproved absences (sick days or leave without pay) written memo, 6 unapproved absences (sick days or leave without pay) written directive, 8 unapproved absences (sick day or leave without pay) 3 day suspension without pay, 10 unapproved absences (sick days or leave without pay) Termination.**
- I. **There will be no pre-approved time off during the active school year. This excludes FMLA, Jury Duty, Worker's Compensation, and personal days.**

ARTICLE 12: WAGES AND ALLOWANCES

- A. **Pay Schedules - See Appendices A, B and C.**
- B. **The G-1 Schedule hourly rate shall be determined by the employee's length of service as an Education Assistant (EA), Health Assistant (HA), and the number of approved college credit hours earned.**
 - 1. **Maximum of three (3) years credit will be given to a new hire with out-of-district experience and will receive the entry pay for their appropriate level plus three percent (3%) for each year of out-of-district experiences as an EA, with a maximum of 3 years.**
- C. **The G-2 Schedule hourly rate shall be determined by the employee's length of service as a Campus Assistant (CA) and the number of approved college hours earned.**

1. Maximum of three (3) years credit will be given to a new hire with out-of-district experience and will receive the entry pay for their appropriate level plus three percent (3%) for each year of out-of-district experiences as a CA, with a maximum of 3 years.
 2. CAs currently employed by the Albuquerque Public Schools as of June 1, 2010 shall be held safe harmless.
 3. The budget for CAs shall reside within the APS School Police Department, and remuneration for work performed, differentials, and overtime pay shall continue as provided by the AEAA & APS Negotiated Agreement.
 4. CAs shall report to, and will be evaluated by, the school principal. The school principal will follow guidelines provided by the APS School Police Department.
 5. The role and responsibilities of CAs shall be primarily of a security function.
 6. CAs, who are assigned ISS duties by school principals, shall be held safe-harmless.
 7. Additional proposed changes to CA pay, workday, work year, and/or bargaining unit shall be negotiated by the parties.
- D. The H Schedule hourly rate shall be determined by the employee's length of service as a Campus Support Liaison (CSL) or Education Assistant (EA), and the number of approved college hours earned.
1. A maximum of three (3) years credit will be given to a new hire with out-of-district experience as a CSL.
 2. Maximum of three (3) years credit will be given to an employee with in-district experience as an EA.
 3. New hires with out-of-district experience will receive the entry-level pay for their appropriate level plus three percent (3%) for each year of out-of-district experience, with a maximum of 3 years.
 4. Employees with in-district experience will receive the entry-level pay for their appropriate level, plus three percent (3%) for each year of in-district experience up to a maximum of three (3) years.
- E. Employees who return to the bargaining unit after one (1) year or more of having left the unit shall be placed at their prior hourly pay rate. Employees shall then be granted pay increases which they would have received had they not left the unit. These granted pay increases shall be capped at a maximum of 3 years.
- F. Employees may advance to a higher level in their pay schedule by acquiring the necessary additional college credit hours.
1. To advance, employees may claim eligibility for pay increments by submitting a letter of request to the Human Resources Department and request an official transcript of credit hours completed be sent by the college to the Human Resources Department and Employee Data Center (EDC) Office on or before September 15.

- a. If such required documentation for a new hire is not received by September 15, the employee shall be paid at the entry rate of Level 1 until Human Resources Department and EDC receives the documentation.
 - b. After documentation is received, the employee's pay will be adjusted accordingly.
- G. Employees may advance to a higher level in their pay schedule by acquiring the additional in- service professional development credits.
1. All contact hours must be submitted to Human Resource Department by September 15th of each year.
 2. After documentation is received and approved, the employee's pay will be adjusted accordingly.
 3. If ready to advance, pay will increase by six percent (6%) for all EAs, HAs, increase by four percent (4%) for CAs and CSLs
 4. Documentation of status will be sent to each submission.
 5. When reviewing contact hours for advancement, one (1) District representative and one (1) Union representative will be present.
- H. Employees who satisfactorily complete courses from Central New Mexico (CNM) designated as approved segments of the EA Professional Development Program shall be reimbursed the cost of tuition, books and fees for each course successfully completed.
1. To receive reimbursement, employees must submit receipts for costs and an official school record showing successful completion of the course with a C or better.
 2. CNM Elementary Education, Early Childhood Courses, and courses related to an employee's job are eligible for the reimbursement program.
 3. CNM courses taken for personal enrichment are not eligible for reimbursement.
 4. If there is a question about a course being eligible for reimbursement, the EA Task Force Committee will review the concern, and determine if the course qualifies for reimbursement.
 5. Employees applying for course fees and textbooks reimbursement must complete the Course Reimbursement Form.
 6. The minimum grade an employee must have is a C or better, and an official transcript (copies not accepted) mailed to APS Human Resources.
- I. For every level an EA or HA advances, pay shall increase by six percent (6%).
- J. For every level a CA or CSL advances, pay shall increase by four percent (4%)
- K. EAs employed for less than six and one-half (6.5) hour duty day shall be compensated at a pro-rata basis.
- L. Employees who teach and prepare Strategic Professional Development courses for the District shall be compensated at the rate of \$15.00 per hour.
- M. CAs shall be required to wear uniform apparel, which will be provided by the District.

- N. All employees working an entire school year will be paid in twenty-six (26) equal installments on a biweekly basis.
1. If a pay date falls on a holiday or vacation day, all pay will be automatically deposited on the regularly scheduled pay date.
 2. If the regularly scheduled pay date falls on a Federal Holiday during which financial institutions are closed, all pay will be deposited the day before said closure.
 3. All employees working less than an entire school year shall be paid their prorated annual pay in equal installments over the remaining pay dates that remain during the school year.
 4. 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.
 5. If employment with the District is terminated and payment has exceeded the limit of the employee's reserve, the District retains the right to recover funds for work that was not performed.
- O. EAs and CAs who perform work not directly related to their regular job assignment which occurs outside their normal work day or work year shall be compensated at their hourly rate, except for contract work performed for the Athletic Department or the mid-school initiatives which shall be compensated at rates established.
1. For summer school assignments, the employee's hourly rate, including differential, will be effective for the summer school program.
- P. CSLs assigned to responsibility beyond their work year shall be compensated at the hourly rate, except as provided below.
- Q. All hours worked in a regular work week in excess of forty (40) shall be considered as overtime and shall be compensated at one and one-half (1-1/2) times the employee's pay rate.
- R. Compensatory leave must be taken within ninety (90) days of its accrual; the employee will be paid for any leave accrued but not taken within this period. All compensatory leave must be scheduled with the prior approval of the supervisor.
- S. Longevity shall be added to the employee's annual salary.
1. EAs, including HAs, will receive longevity allowance:
 - a. \$300 upon completion of 10 years of service as an APS EA.
 - b. Additional \$100 upon completion of 15 years of service as an APS EA, total \$400.
 - c. Additional \$100 upon completion of 20 years of service as an APS EA, total \$500.
 2. CAs will receive longevity allowance:
 - a. \$300 upon completion of 10 years of service as an APS CA.
 - b. Additional \$100 upon completion of 15 years of service as an APS CA for a total \$400.
 - c. Additional \$100 upon completion of 20 years of service as an APS CA for a total \$500.
 3. CSLs will receive longevity allowance:

- a. \$300 upon completion of 10 years of service as an APS CSL.
 - b. Additional \$100 upon completion of 15 years of service as an APS CSL for \$400.
 - c. Additional \$100 upon completion of 20 years of service as an APS CSL for \$500.
- T. The District and Association recognize the importance of a meritorious attendance program.
- 1. 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.
 - 2. The additional personal leave may be used and accumulated according to Article 11, H., Personal Leave.
- U. The parties agree that all grants and special projects in the District involving employees in the bargaining unit shall be paid according to the Agreement at their hourly rate or higher.

ARTICLE 13: HEALTH AND SAFETY

- A. The District agrees to continue to provide conditions for work that are healthy and safe.
- 1. To further this, the District agrees to continue to provide working conditions which are in conformance with applicable rules and regulations.
 - 2. The parties agree that employees will observe all health and safety rules.
 - 3. The employee shall report at the time of incident the employee's complaints of unhealthy and/or unsafe working conditions to the Risk Management Office.
 - 4. All complaints shall be addressed by Risk Management in a timely manner.
- B. EAs, HAs, CSLs and CAs, **school bus drivers and school bus attendants** shall not be 'first responders' in the event the District declares an emergency at a job or school site.
- C. The District shall provide appropriate safety gloves and cleansing agents for employees required to perform medical procedures, diapering, or who are in contact with bodily fluids of students. The District shall provide hepatitis B vaccinations for employees who perform medical procedures and diapering, or are in contact with bodily fluids. Employees assigned to a student or students who require specific medical procedures shall be trained according to State guidelines.
- D. If permitted by law, and in cases where employees need the information in the interest of their safety, or that of the health or safety of the student(s) in their care, employees will be provided with the name of any student(s) in their care with a chronic medical problem (including emotional problems), including the nature of the problem and special instructions regarding how to handle medical emergencies involving the student. This information shall be provided to the employee by the teacher with whom she/he works.
- E. **APS will supply a form for TMC Drivers of Regular school bus routes to use to list any kindergarten students that are assigned to that bus/route. The list should contain the student's name, seat**

assignment, bus stop and notes pertaining to that student (i.e., “rides with sibling; met at stop by grandmother”, etc.)

ARTICLE 14: OPEN ROUTE POSTING

The District will attempt to maintain the full staffing of routes throughout the school year.

- A. For purposes of this Article, “open route” is a regularly unassigned route and means an open am/pm route in any of the following job classifications: School Bus Driver, Standby Driver, Relief Driver, and all attendant positions.
 - 1. If an employee accepts a route with a mid-day, the employee must be available to drive that midday route. If the employee is not able to drive the mid-day, then the route will be reposted.
- B. All TMC routes and any extra work shall be based on bidding and will be posted for three (3) working days. Routes will be assigned based on seniority unless the employee’s work history including preventable accidents, work attendance issues, driver observations/ride checks and/or conduct issues justify disqualification. If an employee is not qualified for the route, the next most senior employee will be evaluated. TMC employees may only change routes once a year.
 - 1. Special needs routes will require at least one (1) full school year of school bus driving experience on a regular or charter school route as a standby driver to be considered. Employees are pre-screened for seniority and work history prior to an interview. If the most senior employee is offered the route, no other interviews will be conducted.
 - 2. All route times are estimated and subject to verification and change by management.
 - 3. TMC routes and extra work will be up for bid including: regular routes, special needs routes and charter school routes (including evening, weekend and seasonal breaks). Field trips will be based on separate rotational lists for each APS Zone, and one list for after hour, weekend, and seasonal break trips.
 - 4. In the case of TMC summer school routes, special events, field trips and CEC runs; routes that not have been filled can be assigned based on REVERSE ORDER OF SENIORITY. All newly hired drivers and attendants are expected to work the summer school session and mid-day runs until they have moved up the seniority list or until there are less senior employees to cover the route commitment.
 - 5. A “Manager’s Option” allows management to assign a TMC employee to a route due to special circumstances with notification to the union as a courtesy.
- C. The District will assign the open routes based on employee seniority. If the senior employee has documented performance or conduct issues, their seniority will be bypassed. The qualified employee will be placed on the new route within three (3) working day of the award, unless a different time frame is mutually agreed upon in the Route Standards between the employee and the district during the three working day window. Open routes that no one signs up for will be assigned by the district by utilizing reverse seniority.
- D. An employee may fill an open route one (1) time during the school year.
- E. Changing job classification has no effect on seniority.
- F. If a student with an IEP is placed on a route with a Regular Education Driver, the Driver shall be notified.

- G. All bus drivers and attendants will work at a .675 FTE or .75 FTE depending on established route standards. If a driver or attendant works more than their designated FTE, they will be paid their hourly wage for anything worked over the FTE.
- H. All bus drivers and attendants must clock out once their shift ends. This applies to days when a school is cancelled causing the route to not be as long as normal. The guaranteed FTE will still be paid for that day but positive pay will not be paid if a school is cancelled resulting in an employee not needing to work past their guarantee.
- I. Route efficiency will be used to monitor a driver's time. If a driver refuses a student or stop added to the route with claims that they cannot make it safely, the District has the right to verify through another driver that it can or cannot be done in a safe manner. If the driver still refuses to do the route, even though it has been determined to be safe, it will be posted and the driver will move to standby until another route is posted they can bid for.
- J. Route Standards will be provided for each route yearly. These will be the clock in and out times for that route. They are subject to change from events such as adding/removing stops or schools, construction, or relocating of bus depot. Special needs routes will be provided a standard based on their FTE until a full route can be built. If an employee has to go over their route standard time, it must be pre-approved by an operations supervisor.
- K. The TMC shop work (seat repairs and bus washing) and yard work (emptying trash cans and weed removal) will be assigned based on sign-up sheets and will be rotated throughout the year.
- L. The TMC summer school program routes will be assigned based on the following priority: Personnel hired late in the school year who do not receive "reserve" pay during the summer and then all other employees based on seniority.
- M. There will be no change in the procedures for TMC signups for special events (e.g. balloon fiesta). Any employee who did not get the work schedule they signed up for should contact management as soon as possible for resolution.

ARTICLE 15: ACTIVITY WORK AND MIDDAY ACTIVITY

- A. Activity Work is non-regularly occurring driving work that is performed for any customer of the employer (field trips/midday). It will be assigned to employees on the basis of a rotating system/list with end of run (geography location) as the initial factor.
- B. Employees will be assigned up to 40 hours per week.
- C. APS Transportation reserves the management right to avoid assigning overtime hours if possible.
- D. All overtime must be approved by the supervisor prior to working overtime. Unapproved overtime will follow the progressive discipline procedure.
- E. A sign-up sheet will be posted on the first day of school for determining assignments.
- F. Any qualified driver who has signed up for activity work and rejects an assignment will be charged with a turn in the rotation.
- G. If the employee refuses three (3) activity/midday trips the employee shall be dropped from the list for the remainder of the school year.
- H. Field trips will be assigned on a rotation list within the learning zones.

- I. **Attendance or work performance issues may disqualify an employee from extra work duties.**

ARTICLE 16: 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 a slowdown.

ARTICLE 17: LABOR AND MANAGEMENT COMMITTEE

- A. The Association and the District agree to the creation of a Labor and Management Committee.
 1. The Committee shall consist of a minimum of
 - a. Two (2) representatives appointed by the Association President; and,
 - b. Two (2) representatives appointed by the District.
 2. The Committee shall discuss issues of concern related to the Negotiated Agreement and relations between the parties.
 3. The Committee shall meet monthly starting in September, at times and locations which are mutually acceptable.
 4. The Committee shall meet with principals and supervisors a minimum of four (4) times during the school year to discuss the Negotiated Agreement.
 5. **The APS-TMC Labor Management meetings consisting of the local Union site lead, assistant site lead and APS-TMC manager will be held on a bi-weekly basis.**
 6. **Management will provide an APS-TMC organizational chart listing personnel titles and reporting structure.**

ARTICLE 18: DRUG AND ALCOHOL WORKPLACE TESTING POLICY, MEDICAL EXAMINATION AND SAFEWORKING ENVIRONMENT

- A. **To maintain the highest possible standards of professionalism and to maximize the safety of the students in the District transports and its employees, the Union and the District, in recognition of the nature of the work performed by the employees and the parties' overriding concern for public safety, jointly agree to the District's Administration Policies and Procedures and the New Mexico Department of Transportation Drug and Alcohol testing policies.**
- B. **The District and employees shall take all reasonable steps to maintain a safe, healthful, clean and neat working environment.**

1. **Employees shall not be required to drag more than seventy five (75) pound passenger or personal effects, except as may be needed in emergency situations.**
 2. **Employees may be subject to a Post Offer Employment Testing “POET” in order to prove fitness for duty.**
- C. **As a condition of hire, all applicants shall undergo a medical examination to ensure that they are physically fit for the job for which they have applied. In addition, pre-employment medical examinations will include the applicable drug or alcohol test. Any applicant who tests positive will not be hired or considered for rehire.**
- D. **If an employee is required to submit to a drug test, as per district policy, during the employee’s normal work schedule, the employee shall be compensated at the employee’s regular hourly rate, including travel time, to and from the testing center. Refusal to test will result in automatic termination.**

ARTICLE 19: ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

- A. **The District shall support and assist employees with respect to the control and discipline of students employee(s) encounter while performing job duties. Employees shall immediately report cases of inappropriate behavior or assaults in connection with their employment to their immediate supervisor, who shall promptly report the incident to the appropriate authorities or school personnel.**
- B. **APS-TMC shall provide guidance on “when” and “how” to address students who violate standard of conduct on buses.**

ARTICLE 20: TMC SAFETY

- A. **All bus drivers/attendants shall follow and obey all APS and TMC safety policies and procedures. Policies and procedures are always available in the safety office and will be given to every employee at the start of the school year and when an employee is hired.**
- B. **Bus drivers/attendants shall not enter the shop area without authorization from a supervisor. If authorization is granted, the employee shall wear the appropriate safety gear (safety glasses, gloves, etc.)**
- C. **All employees shall keep their bus cleaned at all times. Buses will be subject to random cleanliness inspections by the safety committee.**
- D. **Bus drivers/attendants are to keep a current seating chart for each of their schools on their bus at all times. Kindergarten students are not to be left unattended at a stop.**

- E. **Bus drivers will only make stops designed by the Company. Any changes need to be submitted to a supervisor or designee for review and approval. Direction (Left & Rights) changes need to be kept updated with dispatch.**
- F. **All employees must wear a safety vest at all times on any of the Student Transportation lots where buses are present unless you are within 15 feet of the office/shop building.**
- G. **Basic equipment for school bus drivers and attendants shall include a reflective safety vest, broom, window cleaner fluid and paper towels. A drag blanket is provided for buses with wheelchairs.**
- H. **All bus drivers/attendants are to perform and complete a child check after every run in the morning and afternoon. Incidents that result from not performing and completing a child check or an incomplete child check may result in disciplinary action up to and including termination.**
- I. **All bus drivers must turn in their keys to dispatch every day at the end of their run. If it is after hours, keys can be dropped in the drop box by the front door.**
- J. **All employees are forbidden to cover, interfere, or tamper with any cameras on a bus or APS property.**
- K. **The parties believe safety and accident prevention are the primary focus for the District and its employees. With this in mind, every accident or injury must be reported immediately to a supervisor/manager by radio, telephone or as otherwise instructed by the supervisor/manager.**
- L. **Failure to immediately report an accident may result in termination. All required reports must be completed and the management team and safety team shall conduct an investigation. Accidents and injuries shall be evaluated on grounds of severity, injuries, damage, negligence and safety record.**
- M. **Each bus driver/attendant will be subject to at least one (1) road observation per year.**
- N. **Preventable Accidents are accidents where the APS school bus driver is deemed at fault for an accident by administration. 1st occurrence, 1 day suspension without pay and 8 hours of classroom retraining. 2nd occurrence 3-day suspension without pay and 16 hours of classroom retraining. 3rd occurrence, up to Termination.**
- O. **2-way radios are designed for official business only. No personal business is to be discussed over the radio.**
- P. **All buses must have a pre and post trip before and after each route. It must be documented through the designated procedure. If electronic pre/post trip is not available, a paper form must be used and completed forms must be turned into dispatch.**
- Q. **All employees covered by this bargaining unit are required to park their personal vehicles at the designated parking areas. No vehicles are to be parked in front of or around the main building unless it is an ADA parking spot or pre-authorized by a supervisor.**

ARTICLE 21: CLOTHING

Employees agree to wear clean and professional clothing appropriate to their position. Inappropriate clothing includes but is not limited to ripped, torn, or soiled clothing, "short" shorts or cutoffs, revealing clothing, sleeveless shirts, and clothing displaying foul or suggestive language that is not appropriate for school setting.

ARTICLE 22: FUELING

All school bus drivers are to follow and obey the APS Student Transportation Fuel Card Policies and Procedures. Bus tank levels should not fall below a half tank unless unexpected circumstances prevent a bus from being refueled.

- A. All APS Transportation and authorized drivers are required to use the GSD/TSD contracted fuel credit card for authorized purchases.
- B. APS Transportation shall assign a single fuel credit card to each vehicle using the state issued license plate number or a unique fixed asset number that is tied back to the vehicle that the card is assigned to.
 - 1. Credit Card shall be kept with the assigned vehicle and not with the driver.
 - 2. Card is stored in the protective sleeve and out of direct sunlight or other heat sources.
 - 3. When purchasing fuel enter exact current mileage (no tenths)
 - 4. If a problem is encountered at the time of purchase, the driver should contact the dispatch office for help.
 - 5. Lost, damaged, or stolen credit cards need to be reported to the APS Transportation fuel card account manager within one (1) working day of discovery. Card will be suspended and a new card ordered at that time.
- C. A personal identification number (PIN) shall be assigned to each authorized driver.
 - 1. Personal identification number must be four (4) digits long and requested from the gasoline account manager in your agency at least twenty-four (24) hours in advance of anticipated use.
 - 2. Authorized drivers shall not share the PIN with anyone else or let someone else use the PIN.
 - 3. APS Transportation account managers are responsible for terminating personal identification numbers for employees who are no longer with the agency.
- D. Whenever possible, authorized drivers shall use self-service fuel pumps when refueling motor pool vehicles. Every attempt shall be made to fill the vehicle at the cheapest location, which is usually a tier II station that sells unbranded fuel.
- E. Under no circumstance shall APS Transportation fuel credit cards be used for personal vehicles, even if using a personal vehicle to conduct state business.
- F. Misuse of state vehicle fuel credit cards will result in disciplinary action, including, but not limited to, criminal charges and termination.

ARTICLE 23: 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 this Agreement will be conducted on any item, whether contained herein or not, except as provided herein or by mutual consent.

ARTICLE 24: DURATION OF AGREEMENT

- A. This Agreement shall become effective upon ratification by the parties and shall remain in full force and effect through July 31, 2021.

- B. If a successor Agreement is not agreed to, and ratified by July 31, 2018, 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.
- C. Economic issues including, but not limited to, the **2019-2020** pay ranges shall be open for the negotiations for the **2019-2020** school year; the parties also agree to mid-year economic reopener for the purpose of negotiating a **2019-2020** pay increase if the New Mexico State Legislature appropriated additional school funding for SY **2019-2020**
- D. This Agreement may be altered by mutual consent of the Board and Association. 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.

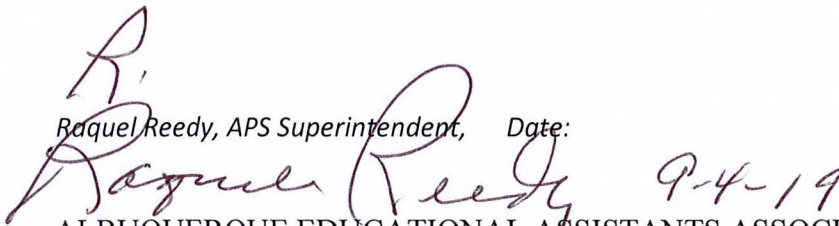
APPROVED:

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



Dr. David E. Percy, APS Board President, Date: 9/4/19

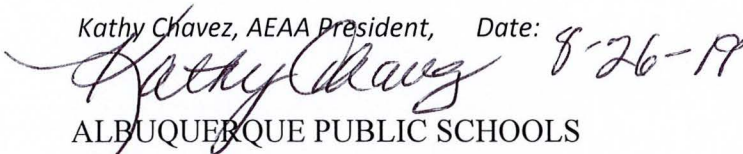
ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NUMBER 12 COUNTY OF BERNALILLO,
STATE OF NEW MEXICO



Raquel Reedy, APS Superintendent, Date:

ALBUQUERQUE EDUCATIONAL ASSISTANTS ASSOCIATION, AFL-
CIO

Kathy Chavez, AEAA President, Date: 8-26-19



ALBUQUERQUE PUBLIC SCHOOLS



Karen Rudys, Executive Director Labor Relations, Date:

AEAA Transportation Unit Negotiating Team:

Florentina Lopez, APS-TMC Union Site Lead

Reuben Apodaca, APS-TMC Ass't Union Site Lead

Anita Joe, Attendant, APS-TMC Union Representative

Richard Valenzuela Driver, APS-TMC Union Representative

Brenda Frayre, AFT NM Representative

APS NEGOTIATING TEAM:

Karen Rudys, Lead Negotiator

Royce Binns, Executive Director of Transportation

Teresa Sanders, Human Resources Consultant

Nick Brook, Director of Transportation

APPENDIX A: SCHEDULE G-1: EDUCATIONAL ASSISTANTS

Training Wage Scale

Level	College Credits	In-service Credits	Minimum Hourly Start Rates
1	HS-7	0-112	<u>\$11.58</u>
2	8-24	128-384	<u>\$11.83</u>
3	25-42	400-672	<u>\$12.08</u>
4	43-60	688-960	<u>\$12.80</u>
5	61-90	976-1440	<u>\$13.58</u>
6	91 or more	1456 or more	<u>\$14.38</u>

INFORMATION

1. Hourly pay rates listed on the G-1 Training Wage Scale above are minimum start rates.
2. Pay rates for employees depend on combination of training and experience raises.
3. G-1 employees are classified, non-exempt hourly-paid employees.
4. G-1 employees normally work a 183 day work year and a 6.5-hour workday.
5. Longevity Allowances listed in Article 12, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

1. Each year, AEAA negotiates experience raises for APS employees on this pay schedule.
2. The value of these experience raises depends on money appropriated by the New Mexico Legislature and the collective bargaining process.

TRAINING RAISES

1. G-1 employees can earn six percent (6%) hourly pay increases by accumulating college credits or inservice professional development credits.
2. Read Article 12, Section J, Page 32 of the Negotiated Agreement to learn how to earn a higher hourly pay rate for successfully completing college credits and in-service professional development credits.
3. Read Article 12, Section K, Page 32 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX B: SCHEDULE G-2 CAMPUS ASSISTANTS

TRAINING WAGE SCALE

Level	College Credits	In-service Credits	Minimum Hourly Start Rates
1	HS-7	0-112	<u>\$10.16</u>
2	8-24	128-384	\$10.70
3	25-42	400-672	\$11.34
4	43-60	688-960	\$12.02
5	61-90	976-1440	\$12.74
6	91 or more	1456 or more	\$13.51

INFORMATION

1. Hourly pay rates listed on the G-2 Training Wage Scale above are minimum start rates.
2. Pay rates for depend on combination of training and experience raises.
3. G-2 employees are classified, non-exempt hourly-paid employees.
4. G-2 employees normally work a 192-day work year and an 8-hour workday.
5. Longevity Allowances listed in Article 12, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

1. Each year, AEAA negotiates experience raises for APS employees on this pay schedule.
2. The value of these experience raises depends on money appropriated by the New Mexico Legislature and the collective bargaining process.

TRAINING RAISES

1. G-2 employees can earn four percent (4%) hourly pay increases by accumulating college credits or inservice professional development credits.
2. Read Article 12, Section J, Page 32 of the Negotiated Agreement to learn how to earn a higher hourly pay rate for successfully completing college credits and in-service professional development credits.
3. Read Article 12, Section K, Page 32 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX C: SCHEDULE H COMMUNITY SUPPORT LIAISONS

TRAINING WAGE SCALE

Level	College Credits	In-service Credits	Minimum Hourly Start Rates
1	HS-7	0-112	<u>\$13.41</u>
2	8-24	128-384	<u>\$13.78</u>
3	25-42	400-672	<u>\$14.11</u>
4	43-60	688-960	<u>\$14.44</u>
5	61-90	976-1440	<u>\$14.77</u>
6	91 or more	1456 or more	<u>\$15.09</u>

INFORMATION

1. Hourly pay rates listed on the H Training Wage Scale above are minimum start rates.
2. Pay rates depend on combination of training and experience raises.
3. H employees are classified, non-exempt hourly-paid employees.
4. H employees normally work a 183-day work year and an 8-hour workday.
5. Longevity Allowances listed in Article 12, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

1. Each year, AEAA negotiates experience raises for APS employees on this pay schedule.
2. The value of these experience raises depends on money appropriated by the New Mexico Legislature and the collective bargaining process.

TRAINING RAISES

1. Schedule H employees can earn four percent (4%) hourly pay increases by accumulating college credits or in-service professional development credits.
2. Read Article 12, Section J, Page 32 of the Negotiated Agreement to learn how to earn a higher hourly pay rate for successfully completing college credits and in-service professional development credits.
3. Read Article 12, Section K, Page 32 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX D: SCHEDULE J-1 BUS DRIVERS

YEARS OF EXPERIENCE, DRIVER

Years	Hourly Pay Rate
1-6	\$17.00
7-8	\$17.24
9-10	\$17.71
11-12	\$18.18
13-14	\$18.65
15-16	\$19.12
17-18	\$19.59
19-20	\$20.06
21-22	\$20.53
23+	\$21.06

INFORMATION

1. Hourly pay rates listed on the J-1 Wage Scale above are minimum start rates
2. Pay rates depend on verified and experienced school bus drivers.
3. J-1 employees are classified, non-exempt hourly-paid employees.
4. J-1 employees normally work a 183-day work year.
5. Longevity Allowances listed in Article 12, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

1. Each year, AEAA negotiates experience raises for APS-TMC employees on this pay schedule.
2. The value of these experience raises depends on money appropriated by the New Mexico legislature and collective bargaining process.

APPENDIX E: SCHEDULE J-2 BUS ATTENDANT CURRENT AND NEW HIRES

YEARS OF EXPERIENCE, DRIVER

Years	Hourly Pay Rate
0	\$11.60
1	\$11.60
2	\$11.60
3	\$11.60

4	\$11.60
5	\$11.60
6	\$11.60
7	\$11.84
8	\$12.08
9	\$12.33
10	\$12.59
11	\$12.85
12	\$13.11
13	\$13.38
14	\$13.66
15	\$13.94
16	\$14.23
17	\$14.52
18	\$14.82
19	\$15.12
20	\$15.43
21	\$15.75
22	\$16.07
23	\$16.40
24	\$16.64

183 DAYS/Hours reflect assigned routes as determined by management.

INFORMATION

1. Hourly pay rates listed on the J-2 Wage Scale above are minimum start rates.
2. Pay rates depend on verified and experienced school bus attendants.
3. J-2 employees are classified, non-exempt hourly-paid employees.
4. J-2 employees normally work at 183-day work year.
5. Longevity Allowances listed in Article 12, Section T of the Negotiated Agreement

EXPERIENCE RAISES

1. Each year, AEAA negotiates experience raises for APS-TMC employees on this pay schedule.
2. The value of these experience raises depends on money appropriated by the New Mexico Legislature and the collective bargaining process.

MEMORANDA OF UNDERSTANDINGS

MEMORANDUM OF UNDERSTANDING: ABQ EDUCATIONAL ASSISTANTS ASSOCIATION AND ABQ PUBLIC SCHOOLS

The parties mutually agree that female EAs may change male students' diapers and male EAs may change female students' diapers.

MEMORANDUM OF UNDERSTANDING: ABQ EDUCATIONAL ASSISTANTS ASSOCIATION AND ABQ PUBLIC SCHOOLS

The parties mutually agree that employees with three (3) years or less of service may participate in a November joint orientation with AEAA and APS, after the duty day, at a date and site determined by AEAA and APS.

MEMORANDUM OF UNDERSTANDING: ABQ EDUCATIONAL ASSISTANTS ASSOCIATION AND ABQ PUBLIC SCHOOLS

AEAA and the District agree to the creation of a Health Assistants Committee. The committee shall consist of a minimum of two (2) representatives appointed by the AEAA President; and, two (2) representatives appointed by the District. The Committee shall discuss issues of concern related to the Negotiated Agreement and relations between the parties. The Committee shall meet at times and locations which are mutually acceptable. The Committee shall also meet with principals and supervisors during the school year to discuss the Health Assistants positions.

MEMORANDUM OF UNDERSTANDING: ABQ EDUCATIONAL ASSISTANTS ASSOCIATION AND ABQ PUBLIC SCHOOLS

The parties mutually agree that current APS Educational Assistants "EAs" who participate in an approved teacher preparation program may complete the student teaching requirement at their current location. Approval is required from the university or college teacher education program and site supervisor. The cooperating teacher must meet all requirements as indicated in memorandum of understandings with the universities or colleges.

Schools will not be funded additional allocations. EAs will complete their student teaching component while staying in their current assignment. EAs will not be eligible for a differential or any other pay besides their current base salary as an EA. EAs who complete their student teacher component will be required to work in APS for one contract year after they have obtained their teacher credential.

MEMORANDUM OF UNDERSTANDING: ABQ EDUCATIONAL ASSISTANTS ASSOCIATION AND ABQ PUBLIC SCHOOLS

The parties mutually agree that all current APS-TMC employee's wages will remain in effect.

The new salary schedule only pertains to newly hired employees effective the day of ratification.

MEMORANDUM OF UNDERSTANDING: Albuquerque Educational Assistants Association and Albuquerque Public Schools

The District and Union agree that the below applies to the conditions when Health Assistant Differentials or compensation is paid.

Health Assistant Differentials

A Health Assistant CANNOT receive the differential pay or compensation time:

When students are not present;

When the nurse has their 30 minute duty free lunch;

When there is a student or adult medical crisis occurring;

When a nurse has to take a bathroom break;

When a nurse is not assigned to your school site for the day (elementary schools only).

If the nurse is on campus, but assisting staff or students out of the nurse's office.

A Health Assistant CAN receive the differential:

When a nurse is on campus, but attending an IEP, Health & Wellness, parent/teacher meeting or required professional development or out of the office.