

2022-2023
NEGOTIATED AGREEMENT
BETWEEN PUBLIC EMPLOYER
ALBUQUERQUE MUNICIPAL
SCHOOL DISTRICT NUMBER 12

AND EXCLUSIVE REPRESENTATIVE
ALBUQUERQUE FEDERATION OF
CLASSIFIED PROFESSIONALS
(AFCP)



ALBUQUERQUE
PUBLIC SCHOOLS



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2022-2023 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 Albuquerque Federation of Classified Professionals (Federation) on December 7, 2022.

ARTICLE 1: RECOGNITION

The District hereby recognizes and agrees that the Federation has the sole and exclusive right to represent educational assistants (EAs), health assistants (HAs), community support liaisons (CSLs), Secretarial/Clerical (B schedule), campus security assistants (CSAs), school bus attendants, and school bus drivers as their bargaining agent pursuant to Albuquerque Public Schools Labor Relations Policy HE.

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 Assistant" or "HA," whose pay is based on the G-1 Schedule.
- B. The term "Campus Security Assistant" or "CSA" 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 term "Secretarial/Clerical" including bookkeepers and registrars shall mean all classified employees whose pay is based on the B schedule.
- E. The terms "school," "site," or "building" shall mean any work location or functional division within the District where employees are assigned.
- F. The term "Superintendent" as used in this Agreement shall mean the Superintendent or designee of this District.
- G. The term "administration" shall mean the principal or assistant principal of the school, or the supervisor of a non-school location.
- H. The term "immediate supervisor" shall mean only the principal or assistant principal at a school or the supervisor of a non-school location.
- I. The term "President" shall mean the President or designee of the Federation.
- J. "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 individualized education program (IEP).

- K. "School bus driver" means an individual employed by APS who has completed all federal and 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 New Mexico Administrative Code.

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 provision shall be void.
- B. This Agreement is entered into pursuant to the terms of the Albuquerque Public Schools Labor Relations Policy HE, and should there be any conflict between the terms of this Agreement and the terms of Policy HE, 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 HE, such provision shall have effect only to the extent permitted by Policy HE. In the event any provision of this Agreement is found to be in conflict with Policy HE, said provision shall be void.
- D. In case of any conflict between the provisions of this Agreement and any District/Board or Federation 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 reopener or expires, or on such date agreed to by both parties, the parties agree to begin negotiations in accordance with the procedures set forth herein.
- B. Negotiations shall be conducted in closed sessions. Each party shall have a negotiating team.
- C. It is recognized that all agreements reached as a result of such negotiations shall be tentative until ratification by both parties is effected under the ratification procedures set forth in Labor Board Policy HE.
- 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 an 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 based on race, color, religion, gender identification, age, national origin, marital status, sexual orientation, place of residence, disability, or membership or non-membership in any EA or TMC organization except when the District determines there is a bona fide occupational qualification.
- B. The Federation recognizes its responsibility as the bargaining agent and shall represent the negotiated agreement in regards to employee rights. The Federation recognizes its responsibility to represent the negotiated agreement for all employees in the bargaining unit equally and 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 an employee's membership in AFCP.

ARTICLE 7: FEDERATION RIGHTS

- A. The District agrees to deduct from the wages of members of the Federation, periodic Federation dues on the basis of a properly executed authorization form of which a copy is attached to this Agreement.
- B. The amount of the deduction to be made from each employee's wages will be certified in writing to the District by the Treasurer, President or Executive Vice President of the Federation. In the event the Federation dues are changed, the District agrees to effect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Federation.
- C. Dues deduction shall continue from year to year without further authorization and at current monthly dues amounts unless the authorization to deduct is revoked by the employee as provided herein. Dues authorized will be determined by the Federation and will be set at an amount for each payroll deduction.
- D. Dues deduction shall resume for employees returning from an extended leave of absence unless authorization to deduct is revoked by the employee.
- E. Dues deduction authorizations shall be delivered to the District Payroll Department. Authorizations received nine (9) days prior to the pay date shall be deducted from the salary for that pay period.
- F. If an employee is absent for any reason and as a result of that absence has no earnings due for the pay period, no deduction will be made for that employee for the pay period.

- G. The District agrees to transmit the amount collected to the Treasurer of the Federation within seven (7) calendar days after the close of the month.
- H. The Federation agrees to render the District harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the funds have been received by the Treasurer of the Federation.
- I. Dues deductions may be discontinued or revoked by a member by filing such notice with the Federation.
 - 1. Such revocation may be requested during the ten (10) days following the anniversary date of each employee's employment.
 - 2. Within ten (10) days of the receipt of notice of revocation of authorization for the payroll deduction of dues, the Federation shall provide notice to the District.
 - 3. The revocation for the payroll deduction of dues shall be effective on the thirtieth (13th) day after the notice provided to the District by the Federation.
- J. A public employer shall provide an exclusive representative of an appropriate bargaining unit reasonable access to employees within the bargaining unit, including the following:
 - 1. For purposes of newly hired employees in the bargaining unit, reasonable access includes:
 - a. the right to meet with new employees, without loss of employee compensation or leave benefits; and;
 - b. the right to meet with new employees within thirty (30) days from the date of hire for a period of at least thirty (30) minutes but not more than one hundred twenty (120) minutes, during new employee orientation or, if the public employer does not conduct new employee orientations, at individual or group meetings: and
 - 2. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes:
 - a. the right to meet with employees during the employees regular work hours at the employees' regular work location to investigate and discuss grievances, workplace- related complaints and other matters relating to employment relations; and
 - b. The right to conduct meetings at the employees; regular work location before or after the employees regular work hours, during meal periods and during any other break periods.
 - 3. A public employer shall permit an exclusive representative to use the public employers' facilities or property, whether owned or leased by the employer, for purposes of conducting meetings with the represented employees in the bargaining unit. An exclusive representative may hold the meetings described in this section at a time and place set by the exclusive representative. The exclusive representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.
 - 4. The meetings described in this section shall not interfere with the public employers operations.
 - 5. If a public employer has the information in the employer's records, the public employer shall provide to the exclusive representative, in an editable digital file format agreed to by the exclusive representative, the following information for each employee in an appropriate bargaining unit:

- a. the employee's name and date of hire;
 - b. contact information, including: cellular, home and work telephone numbers, a means of electronic communication, including work and personal electronic mail
 - c. addresses and home address or personal mailing address and employment information, including the employee's job title, salary and work site location.
- K. The public employer shall provide the information described in Subsection F of this section to the exclusive representative within ten (10) days from the date of hire for newly hired employees in an appropriate bargaining unit, and every one-hundred twenty (120) days for employees in the bargaining unit who are not newly hired employees. The information shall be kept confidential by the labor organization and its employees or officers. Apart from the disclosure required by this subsection, and notwithstanding any provision contained in the Inspection of Public Records Act [Chapter 14, Article 3 NMSA 1978], the public employer shall not disclose the information described in Subsection F of this section, or public employees' dates of birth or social security numbers to a third party.
- L. An exclusive representative shall have the right to use the electronic mail systems or other similar communication systems of a public employer to communicate with the employees in the bargaining unit regarding:
 - a. collective bargaining, including the administration of collective bargaining agreements;
 - b. the investigation of grievances or other disputes relating to employment relations; and
 - c. Matters involving the governance or business of the labor organization.
- M. Nothing in this section prevents a public employer from providing an exclusive representative access to employees within the bargaining unit beyond the reasonable access required under this section or limits any existing right of a labor organization to communicate with public employees.

ARTICLE 8: MANAGEMENT RIGHTS

- A. The Federation 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 a 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. To 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 Federation, 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 Federation 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 party, or the Federation, 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 party is not satisfied with the disposition of the grievance, the aggrieved party 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 Labor 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. A 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 a waiver of the grievance.
 - 7. If a grievance affects a group of employees at two (2) or more work locations, the Federation shall identify the employees and work locations and submit such information, in writing, to the Office of Labor 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 the 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. A Federation Representative may attend provided a prior arrangement has been made through the Office of Labor 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 party is not satisfied with the disposition of the grievance, the aggrieved party may appeal the decision to Level 2 within ten (10) workdays of receipt of the decision by filing a said appeal with the Office of Labor Relations.
3. Failure to appeal the grievance within ten (10) workdays after receipt of the response shall result in the dismissal of the grievance.

G. Level Two

1. The Superintendent, or designee, shall meet with the aggrieved party, and/or a Representative of the Federation, within fifteen (15) workdays after receipt of the appeal of the Level 1 decision in an effort to resolve the 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 Federation and the aggrieved party are not satisfied with the disposition of the grievance, the aggrieved 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 the 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 the aggrieved party, 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(s) 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 party.
 9. Unless the Federation 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 party or any party or Federation Representative or any participant in the grievance procedure.
 - J. All written and printed matters 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 Labor 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 Federation and the District shall collaborate on the content of the video. The Federation 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 fortieth (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 licenses by expiration dates shall be terminated.
 2. Pre-K and Even Start EAs shall be required to complete an Associate of Arts degree in Early Childhood within the required time.

PURPOSE

Classroom 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. Lesson plans must be provided to EAs covering as substitutes.
- 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.
- E. Employees in the bargaining unit shall have mandated training provided at no cost to the employees. They shall be compensated at their hourly rate if such training is provided outside the employees' regular working hours.
- F. Employees shall not be required to perform personal errands or tasks unrelated to their duties for principals or other members of the staff.
- G. Employees are not required to obtain substitutes for their duty schedule. The principal, or designee, and management/supervisory personnel shall be responsible for assigning a substitute to the absent employee's duty schedule.
- H. 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.'
- I. All employees in the bargaining unit shall have the basic equipment needed to perform their job duties. Basic equipment for Education Assistants, Health Assistants, Community Support Liaisons, Family Liaisons, Redirectors, and Campus Assistants shall include a secure desk that locks and chair, access to school phones, keys to the classroom or area where they work, an elevator key when necessary, and district computers.
- J. Employees will not be required to use their personal cell phones for school business. Employees, at their discretion, may use their personal cell phones for school business. Employees will not be compensated for this discretionary use.
- K. All EAs, CSLs, HAs, CAs, Family Liaisons, and Redirectors are required to have nonviolent crisis intervention (NVC) training. Employees requiring a nonviolent crisis intervention refresher must complete training within the current school year.

- L. No new hires will be placed as substitutes or left alone in programs with high-needs students until they have been NVCI-certified. High-needs students are defined as needing hands-on help with basic daily living skills such as transporting, feeding, toileting, positioning, and/or other health care and safety needs. High-needs students also include individuals who exhibit behaviors that may harm themselves or others including staff members.
- M. EAs on crisis teams must be NVCI certified to participate. EAs will participate in crisis teams only voluntarily.
- N. All EAs and Redirectors required to do student data entry will be provided a laptop or tablet in order to enter data in real-time.

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 employees who work fewer 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. Probationary Status

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 reemployed after an absence of less than one (1) year and having previously completed a probationary period, shall not be considered probationary.

REEMPLOYMENT

- 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 a bus driver or school bus attendant (the District will provide the Federation with all APS-TMC “Position Opening” announcements). The position will be posted on 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, HAs, Family Liaisons, Redirectors and CSLs shall consist of one hundred eighty-three (183) days with the exception of ELTP/TOPS schools.
- 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 a half (6.5) hours for EAs on a thirty-two and a half (32.5) hour week, and eight (8) hours for CAs and CSLs on a forty (40) hour week, exclusive of the lunch period. With the exemption of employees working seven and a half (7.5) hours. Employees working at a school enrolled in a program that adds hours to the duty day are expected to work the extra hours. Employees will be paid their normal hourly rate for the additional hours. 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 fifteen (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 their 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, but they can volunteer this information.
- 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 staff meetings. Other required extensions of the duty day shall be compensated time.

- M. The immediate supervisor shall have the authority to rotate classroom EAs as coverage is needed. All classroom EAs will be put on a rotation basis for substitute coverage. If an EA, refuses the Principal shall go on to the next available EA. Admin, EA and classroom teacher must all agree for the EA to cover a classroom. Classroom EAs have the right to refuse covering.
- 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 the Work Year/Duty Schedule may be made by mutual agreement of the Federation 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 schedules. 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 AFCP contract to have a member covered by this contract taking on the duties of Secretarial/Clerical 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. Secretarial/Clerical –
 - 1. Each job title shall be assigned to one (1) of two (2) job classifications. The classification to which a job title is assigned shall be determined by the District primarily on the basis of skills and performance responsibilities.
 - 2. An employee's workweek shall be forty (40) hours per week: eight (8) hours per day, exclusive of lunch period, five (5) consecutive days per week. The work year for the employee shall consist of full-year, two hundred fifty-six (256), two hundred forty-eight (248) days, or two hundred nineteen (219) days. The two hundred forty-eight (248) day year will vary slightly from year to year based upon the number of workdays in the school year.
 - 3. Notwithstanding the provisions in 7.01 (A and B) should the District determine that the 248 day and the full-year employee's summer workweek/workday shall be four (4) days/ten (10) hours per day and/or that

a winter shutdown during the approved winter recess shall be scheduled, the following shall apply:

a. Summer workday shall be ten (10) continuous hours exclusive of a lunch break. At the request of an employee, the District's established beginning and ending time may be adjusted by an employee's immediate supervisor in order to accommodate an employee or the District. The employee and immediate supervisor shall discuss the employee's request, but the immediate supervisor's decision shall be final.

b. Each employee shall have a thirty-minute (30), duty-free, uninterrupted lunch period which may be taken on or off the premises. The employee and supervisor shall schedule one (1) break before lunch and one (1) break in the afternoon. The total amount of break time shall not be less than the total amount scheduled during the regular five-day (5), eight hours (8) per day schedule.

c. Prior to the implementation of the summer schedule, an employee and the employee's supervisor may schedule overtime in order to accrue compensatory time which may be taken during the summer months.

d. Prior to the implementation of a winter shutdown, an employee and the employee's supervisor may schedule overtime in order to accrue compensatory time which may be applied to the day(s) lost during the shutdown.

e. The District shall provide the Federation and the affected employees written notice of any anticipated four (4) day/ten (10) hours per day summer schedule or winter shutdown as soon as possible, but no later than thirty days (30) prior to the effective date of the schedule/shutdown.

4. The immediate supervisor shall be responsible for the assignment and supervision of all duties.

5. The District shall continue to maintain a classification program which shall include job audits and job descriptions for all bargaining unit personnel for the duration of the Agreement. Employees and supervisors shall participate in the conduct and development of the audit and descriptions. Following the completion of an employee's job audit, the employee's job description shall be compared and evaluated with other job descriptions containing comparable responsibility levels. In the event specific job classifications are in need of being reclassified, the parties shall meet to implement the schedule of such reclassifications.

6. At no time should B Schedule employees be required to supervise students during the duty day or during lunch, with the exception of student aides who are assigned to work with B Schedule Employees. If a true emergency situation exists, the employee may be asked to do this. The Federation has the right, after an emergency assignment, to request a review of the emergency situation to establish validity.

7. When a B Schedule employee has had a change in work year or work level due to a reorganization of a department, that employee shall sign a formal contract indicating the change in work year level and also indicating any grandfathering or Save/Harmless provisions.

8. School based and non-school based sites will be sufficiently staffed per the District approved staffing formula. All elementary schools will have a clerk in place according to ruling from the Dept. of Labor.

9. It is mutually agreed by APS and the Federation that we will work collaboratively to ensure that those employees who are performing the work of multiple positions due to the APS Budget Re-allocation will be reviewed in the future when there are funds available. APS and the Federation agree to review work overload, where it is excessive and there are unrealistic expectations at the work site, and address this jointly with the

supervisor, employee, Federation representatives and APS representatives. APS and the Federation will also look at the effect and impact (over time) on workers who have taken on additional duties from eliminated positions. (a) Staff allocations for Administrative Assistants, Secretaries and Clerks at schools sites shall align with District staffing formulas.

10. No B schedule employee will be asked to administer medications to students.

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

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

13. Current B schedule employees asked to train new employees will be paid a differential of the rate of one and half (1.5) times the employees hourly rate per hour or fraction of hour.

14. When schools are closed all day because of inclement weather, all school-based employees shall not report to work. Employees contracted to work two-hundred nineteen (219) or two-hundred forty eight (248) days a year have these options to make up the day(s) lost: use an approved leave, comp time, unpaid leave, or make up the time. All Non-school-based employees shall, if possible, report to work as regularly scheduled. A reasonable allowance (within a two-hour timeframe) shall be made for late arrival of an employee required to work when schools have been closed. The allowance shall be granted without loss of pay. Non-school based employees not reporting to work for the entire eight hour day shall take an approved leave, make up the time lost, use flextime or comp time or elect to take leave without pay.

15. When the district has declared a two (2) hour delay all employees (both school-based and non-school based) will be given a reasonable allowance of time to arrive at work. However, if an employee cannot arrive within at least two-hour timeframe and is out for the entire day, the employee shall take an approved leave for the day of eight (8) hours, make up the time lost, use comp time or flex time or elect to take leave without pay.

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

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

E. 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 from certified staff.
3. LAs should not do inventory, including deselection without the guidance of certified staff, but may report on existing and missing materials.
4. LAs will not be aware of the protocol of censorship intricacies and legalities involved and should not be involved in defenses or reevaluation 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.

F. Health Assistants (HAs)

1. The employee shall have the New Mexico-mandated Health Assistant licensure, in addition to the New Mexico-mandated Educational Assistant licensure, 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 ninety (90) days of employment.
3. HAs shall be evaluated with the Health Assistants' Evaluation Form.
4. An HA's immediate supervisor shall be the school principal or assistant principal.
5. Whenever HAs are absent from work, they shall call the district reporting system and record their absences.
6. If the HA is required to manage the Health Office in the absence of the nurse, the HA shall be compensated at the rate of one and a half (1.5) times the employee's regular hourly rate of pay for each hour or fraction of an hour. The District and the Federation agree that the provisions listed below apply to the conditions when Health Assistants, cannot collect differential pay:
 - a. When there are NO STUDENTS on campus.
 - b. When the nurse is on a thirty (30) minute lunch break.
 - c. When a student or adult medical crisis is occurring.
 - d. When a nurse is not assigned to your school for that day or a fraction of the day (applies to schools with a part-time nursing allocation).
7. HAs who work at a school with a part time nursing allocation shall receive a three hundred \$300.00 per school year increment for managing the Health Office during the time the nurse is working their scheduled hours at her other school. The increment shall be paid in two installments of \$150.00 each. The first installment will be paid on the last paycheck of December and the second installment will be paid on the last paycheck in May.
8. The school principal will provide the HA with the time and schedule of when the school nurse will be present.
9. Nursing services shall provide AFCP and the HA an explanation if the school loses its full-time nursing allocation.

10. At no time shall a health assistant be pulled from the Health Office to cover/sub for teachers, classroom EAs, or front office staff/secretaries. Nor shall they be assigned monitoring duties during the duty day (recess, bathroom, etc.)
11. Health Assistants may not choose compensatory time in lieu of differential unless the principal agrees to compensatory time to be used for a specific reason. Specific reasons could include, but are not limited to, a special event in the employee's life or a time when students are not on campus.
12. Required training, including CPR/First Aid, will be provided at no cost to Health Assistants. Health Assistants will be paid their normal rate for attending required training outside of their normal duty day.
13. Basic equipment for Health Assistants shall include a desk with locking drawers, a desk chair, a school phone, keys to the Health Office, keys to locking cabinets in the Health Office, an elevator key when necessary, a district computer, and access to a scanner located in the Health Office.

G. 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 five (5) or six (6) hours). Employees who were previously guaranteed six (6) or seven (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 "six (6) or seven (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 (additional route(s), extra work, or standby duties) can be assigned to the employee to make up the guaranteed time.
3. Student discipline on school buses. Appropriate behavior is expected whenever a student is on a school bus. Administration shall follow the guidelines set forth in the current year's *APS Handbook for Student Success* and shall use the discipline matrix to determine appropriate consequences for inappropriate bus behavior/bus disruption. Bus drivers shall be provided a copy of the *APS Handbook for Student Success* annually during the yearly startup meeting.

H. Differential

1. If an employee is required to lead the class in instructional activities (behavior and IEP directive, behavior intervention plan (BIP), health and 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 one and a half (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 that are being monitored by a teacher, other certified employees, or other supervisors.

- b. At no time shall Classroom Education Assistants (EA), Health Assistants (HA), and Community Support Liaisons (CSL) be used to perform classroom monitoring activities on a regular basis.
 - c. No HAs, Secretarial/Clerical, Family Liaisons, Redirectors and Campus Security will be asked to monitor classrooms.
 - d. At no time shall HA, CSLs, Family Liaisons, Campus Security, or Redirectors be pulled to cover/sub for teachers, classroom EAs, or front office staff/secretaries.
 - e. 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 one and a half (1.5) times the employee's regular hourly rate of pay for each hour, or fraction of an hour.
 - f. 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 six-and-a-half (6.5) hour workday, the employee may be assigned to cover another class during the teacher prep time. The EA will be paid the differential for the full six-and-a-half (6.5) hours.
- 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 one and a half (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 one and a half (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 one and a half (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 in the absence of a teacher. Health Assistants may not choose compensatory time in lieu of differential unless the principal agrees to compensatory time to be used for a specific reason. Specific reasons could include, but are not limited to, a special event in the employee's life or a time when students are not on campus.
 - d. Principals shall pay the cash differential unless the employee chooses compensatory (paid) time off from work.
 - e. All end of year off sight activities must meet APS requests for Field or Activity Trip Form.
 - f. All EAs in Special Ed programs with high-needs students will be paid a differential when a substitute teacher is present on an intermittent basis. High-needs students are defined as needing hands-on help with basic daily living skills such as transporting, feeding, toileting, positioning, and/or other health care and safety needs. High-needs students also include individuals who exhibit behaviors that may harm themselves or others including staff members.

LANGUAGE TRANSLATION SERVICES

- A. An employee (EAs, CSLs, CAs, HAs, B Schedule, 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 a half (1.5) times the employee's hourly rate per hour or a fraction of an hour.
- C. The site administrator will not pull an employee from assigned classroom/job responsibilities regularly.
- 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 a 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 a half (1.5) times the employee's hourly rate for each hour or fractions of an hour for eligible time.
- I. The site administrator, in consultation with the District and AFCP, 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 temporarily only, and the District shall provide compensation at the rate of time and a half (1.5) 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 a 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 a training request.

REASSIGNMENT

The immediate supervisor will consult with the employee two (2) workdays 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.
- C. Route reassignment of school bus employees. Although the District reserves the right to transfer employees, the following process should be followed prior to deciding whether to reassign an employee.

Prior to taking disciplinary action against an employee, the District shall convene a conference with the employee unless otherwise agreed by the District and Federation. Within two (2) work days notification shall be given to the employee in order to secure representation. The employee shall appear with their Federation Representative unless they expressly disclaim representation by the Federation.

TRAVEL TIME

Travel time for employees who work in more than one (1) school located on 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 midday, the employee shall receive travel time in addition to the normal lunch period.
- B. An employee may be requested to use their 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 use their personal vehicles to conduct APS business. They shall receive mileage reimbursement compensation at the current established NM DFA rate per mile 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 identify 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 substandard 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 acknowledgment 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, HA, Secretarial/Clerical, Transportation drivers and attendants 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 a Federation Representative who may have access to the employee's file. A Federation Officer will authenticate persons designated as bona fide Federation Representatives. An employee's school site file shall be available for inspection within five (5) working days after it has been requested. District employee files must be reviewed by appointment.
- 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 regularly.
- 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 the 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 the date of usage.

- L. All employees in the bargaining unit will be given a written notice two (2) workdays prior to meeting with the administration. Notice will include the reason for the meeting. All employees in the bargaining unit will be given the right to Federation representation.

TRANSFERS/VACANCIES

- A. A voluntary transfer is a transfer initiated by the employee to request a transfer to another position in the bargaining unit. Employees must have worked the full-time equivalent of a semester ninety-one (91) days in this bargaining unit to be eligible for a transfer. Employees who transfer shall be required to update an application online for a vacant position. Transfers will be limited to two (2) times per year and employees must remain at current site for 60 days prior to initiating a transfer, 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. B Schedule employees who have been administratively transferred because their position has been eliminated will have first option to move back into the position that was eliminated should that same position become available within one calendar year of the transfer.
- D. During APS Budget re-allocations or budget cutbacks, when B Schedule employees need to be shifted out of positions to a different position and location, APS and the Federation will use the Must Hire Policy that has been mutually agreed to. If, during the course of shifting positions under these circumstances, there is a B Schedule employee who must take a lower level position, that employee will be held Save/Harmless for one year at the higher level salary. Lower level B schedule employees who must take a higher level position will be paid at the higher level upon taking the higher level position and no Save/Harmless provision will be in effect.
- E. Remedial action transfers for B Schedule employees is taken when an employee and a supervisor have developed a non-productive working relationship and the employee cannot invoke and is not within the first sixty (60) day probationary period. An employee who is not probationary or on an improvement plan and is not in a productive relationship with his/her supervisor and has exhausted mediation through APS Employee Assistance Program (EAP) shall be able to transfer to an open position provided the receiving principal has requested the employee. This transfer will not be subject to the fifteen (15) day hold provision. APS and the Federation will make every effort to find a position that best suits the abilities of the employee being transferred. However, if the employee being transferred declines an offer made by APS for a transfer, the employee will then find a position on their own. Timeframes shall be determined jointly by the parties. This action will be taken for employees who have a good working record and evaluations. This action is not based on performance/conduct but may be a mutual agreement between the current supervisor and the employee. The Federation and APS agree to review documentation for each request on a case by case basis. Documentation

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

- F. 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.
- G. Job vacancies will be filled based on 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.
- H. A short-term vacancy is defined as a temporary vacancy of not more than one year. Short term vacancies may be advertised, or may be filled by a member of the bargaining unit at the same worksite. Should an employee from the same worksite be selected for a short-term assignment, he/she will return to the former position at the end of the term, subject to the assignment provisions of the Agreement. This provision shall not apply to employees who come into a short-term assignment from another worksite. If the short-term vacancy becomes a permanent vacancy, the District may either advertise the vacancy or permanently assign the employee who is on the short-term assignment to that position.
- I. The parties agree that all B Schedule employees will have a current Skills Test on file when applying for positions within the B Schedule. Applicants to the B Schedule will have a current Skills Test on file before being interviewed. Skills Tests are out of date when the test is over five years old. The skills Test is to be determined and mutually agreed to by the parties. Schools and Departments have the option of creating their own job-specific test to be given at an interview. Applicants within the B Schedule whose Skills Test is out of date will be notified by HR. Notice of Skills Test requirements and any job-specific testing to be given by Schools or Departments will be visible on all B Schedule position advertisements. The Applicant Skills Test is made up of the following: Keyboarding; Alpha/Numerical; Spelling; Basic Math; Basic Excel (for skills measurement only with no time constraint); Basic Word: 10- Key (bookkeeping positions only); and Bank Reconciliation (bookkeeping positions only). All applicants for Level Three positions must also have a Bookkeeping Test on file and in the applicant packet to be screened by the prospective supervisor. The parties shall meet on a periodic basis to check on the success of the testing or any changes that need to be made. A keyboarding test shall only be required from employees as part of a battery of entry level skills tests for new employees if the supervisor determines that a keyboarding test is necessary and the vacancy's responsibilities include keyboarding. An employee's best keyboarding test score earned on District equipment shall be used by the District when an employee submits a letter of interest to compete for a vacancy.
- J. An employee who receives a promotion or lateral transfer and does not perform the job satisfactorily at the conclusion of the first thirty (30) calendar day period, at the supervisor's request, may be returned to the employee's former position, if available, or to one substantially equal. The employee, at the conclusion of the same thirty (30) calendar day period, may request to return to the position previously held, if available and has not been filled, or the employee may elect to remain in the new position for three (3) months and request a

transfer or promotion at that time. An employee receiving a promotion or a lateral transfer shall be placed in the position no later than ten (10) calendar days after the employee has been offered the position by the Human Resources Department with the understanding that the employee may be required to return to their former position to provide training for up to three (3) days OR CLEAR UP ANY WORK NOT COMPLETED during the thirty (30) day period. If work is not completed within thirty (30) days, Progressive Discipline will be implemented.

- K. Secretarial/Clerical vacancies that are filled by an hourly employee will be advertised on the APS website no later than five (5) days after the position has been vacated.
- L. Outside Hiring Practice: When a B Schedule position has been vacated, a temporary/hourly employee may be used while the position is being advertised. If there are no internal employees who apply for the vacant position, a request may be made to advertise the position externally.
- M. 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 affected worksite are eligible for the transfer, the employee with the least seniority shall be transferred. The District and Federation 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 a half (6.5) hours per day, CAs who work eight (8) hours per day, CSLs who work eight (8) hours per day, and employees who work part-time. This provision shall not apply to currently placed HAs and New Futures Child Care Education Assistants. The administration reserves the right to transfer employees as it becomes necessary; however, the Administration shall consult with the Federation prior to the proposed transfer in order to explain the 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 a 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 the availability of a replacement for the position being vacated.
- N. Desire to be transferred to a work location closer to an employee's home shall be given consideration.
- O. 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 EA vacancies, including summer school positions. The Human Resources Department shall publicly post vacancies occurring after the school year.

SUSPENSION/TERMINATION

- A. Employees have the right to be accompanied by a Federation 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 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 the law and not subject to the grievance procedure.
- E. Any employee suspended shall be suspended with pay until a 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 Federation. Two (2) workdays notification shall be given to the employee in order to secure representation. The employee shall appear with their Federation representative unless they expressly disclaim representation by the Federation.
- 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 that assumes the innocence of the employee until the allegation is supported by evidence to the contrary. The

employee may be accompanied by a Federation Representative. If the accusation is determined to be unfounded, documents relating to the complaint shall be expunged from district files.

- I. The District and Federation 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 persons except within the context of a grievance or disciplinary hearing, or disciplinary conference, or in the context of counseling the paraprofessional with regard to their 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 SmartFind Express System.
 1. Such a 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 the first work location of their absence.
 3. Employees who have a family emergency after 6:30 a.m. 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 workforce, 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 nonrenewal of short-term employees.
 3. Further reductions shall be governed by seniority as defined in Article 10, N. Seniority. For the purpose of layoffs, the categories are EAs who work six and a half (6.5) 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 Federation, will schedule professional development for employees. Professional development shall apply to jobs and/or applicable to school-wide efforts.
- B. The District and the Federation 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 in-service professional development:
 1. AFCP workshops for Classified Employees; and,
 2. Other qualified programs as designated by the District and AFCP.

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 coursework will be from August to the following August each school year.

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

REGULAR SCHOOL YEAR VACANCIES

- A. Principals and supervisors shall notify bargaining unit employees of school or job site vacancies that 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 that has been approved by the principal or assistant principal beyond the maximum provided above in F. 5.
- B. Employees who work fewer 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 (1.5) hours 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 considered 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 payment 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 workdays or fewer 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 Leaves Office in the Department of Human Resources. With the exception of emergencies, employees shall notify supervisors with a two (2) week notice of their intent to take an extended leave of absence.
- D. All leaves are based on 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.
- F. Return from Leave
 - 1. An employee in a position with a work year of two hundred sixteen (216) days or less returning from any extended leave must file intent to return to the District no later than March 1. An employee who commences a leave period on or after March 1 must notify the Human Resources Department of intent to return to the District prior to the last day of the school year. Failure to notify the District as

described above will be considered a resignation on the part of the employee effective at the conclusion of the leave period or the school year, whichever comes first.

2. An employee in a full year position or in a position with a work year of two hundred forty eight (248) days returning from an extended leave must file an intent to return to the District no later than sixty (60) days prior to the expiration of the leave if the leave is for six (6) months or longer with the Human Resources Department. Failure to notify the District as described above will be considered a resignation on the part of the employee effective at the conclusion of the leave period.

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.

FEDERATION LEAVE

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

BEREAVEMENT LEAVE

- A. Bereavement shall mean death within the immediate family.
 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, or 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 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 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 or the 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. An illness that requires treatment by a physician.
- B. All requests for sick leave for a family will be addressed in accordance with the FLMA guidelines.

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 reemployment 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 fewer;
- C. They begin duty directly from employment with APS; and
- D. They apply for and are available for reemployment as follows:

1. Fewer than thirty-one (31) days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus the time required to return home safely and an eight (8) hour rest period. If this is impossible or unreasonable, then as soon as possible.
 2. Thirty-one (31) to one hundred eighty (180) days: No later than fourteen (14) days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
 3. One hundred eighty-one (181) days or more: No later than ninety (90) days after completion of duty.
 4. Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for hospitalized or recovering persons.
- 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 fifteen (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. Three (3) days' 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.
- 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 Labor 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 employee's gross pay 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 eighty (80) hours; employees working six and a half (6.5) hour days, accrue 3.10 hours per sixty-five (65) hours; and employees working three and a fourth (3.25) hour days, accrue 1.55 hours per thirty-two and a half (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, midyear 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. A 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 because 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 fewer 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 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 the 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 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 thirty (30) days provided there is available sick time to cover the thirty (30) days. A maximum of thirty (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 a 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 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 (SLB) -The District and the Federation 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 Federation have established a self-funded SLB.
1. Eligibility:
 - a. To be eligible for participation in the SLB, an employee must voluntarily contribute each pay period, through payroll deduction, an amount that is designated by the joint Sick Leave Bank (SLB) Committee.
 - b. All money contributed to the SLB is nonrefundable. THE
 - c. If the District and the Federation agree that the SLB is not solvent at any time, 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 SLB 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 date 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, payroll docking will occur. Employees must exhaust all available "leave time" before benefits from the 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 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 SLB Committee shall be final and not subject to the grievance procedure.
 - g. The SLB Committee shall submit an operation report to the District and the Federation on an annual basis.
 4. Other Conditions:
 - a. Sick leave days from the SLB 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 SLB.
 - c. Employees on leave of absence are not eligible to enroll in the SLB 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 the definition of immediate family.
- 1. Such a 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 an 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.

HOLIDAYS

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

ANNUAL LEAVE

- A. Full-time employees working two hundred forty-eight (248) days or more, are entitled to periods of paid annual leave ranging from ten (10) to twenty-two (22) workdays depending upon length of service with the Albuquerque Public Schools system. Employees moving from a two hundred nineteen (219) day position into

a two hundred forty-eight (248) or two hundred fifty-six (256) day position will not lose their years of service and will be placed in the annual leave step-day slot aligned with their years of services in the B schedule.

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

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

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 insurance. 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 multiple 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 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 the basic terms and conditions of the program.
- J. The District will notify the Federation 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 a plan.

WORKERS' COMPENSATION

- A. The District provides and maintains workers' compensation insurance under the Workers' Compensation Act at a 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 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 EMPLOYEES PAID LEAVE OF ABSENCE AND ATTENDANCE

- A. Sick Leave - Bus drivers and bus attendants accrue ten (10) sick days biweekly during the contract year if the employee is hired on the first day of the contract. Any absence that extends for three (3) consecutive days must be accompanied by a doctor's note. 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-served basis.
- C. Late Report - A bus driver or attendant will be considered late for work if they check in later than their established time. All employees must report an absence by 5:30 a.m. that day. If a route starts before 5:30 a.m., the absence must be reported by 5 a.m. If a voicemail is left, they must verify the voicemail was received at least thirty (30) minutes before the shift.
- D. No Call/No Show - If a bus driver/attendant reports to work so late that their route has already been dispatched and the employee has not notified their supervisor or designee prior to their established route, it is considered a no call/no show. If an employee reports to work so late that their route has already been dispatched, it will be up to the discretion of the supervisor or designee as to whether 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 (1) workday is considered an absence.
- F. No Call/No Show for Assigned Work - 1st occurrence results in one (1) day suspension without pay, 2nd occurrence, five (5) day suspension without pay, and 3rd occurrence, termination.
- G. Late Report - 1st occurrence results in a 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 preapproved leaves. Corrective action for excessive absences shall generally follow a schedule of progressive discipline: four (4) unapproved absences (sick days or leave without pay), written memo; six (6) unapproved absences (sick days or leave without pay), written directive; eight (8) unapproved absences (sick day or leave without pay) three (3) day suspension without pay; ten (10) unapproved absences (sick days or leave without pay), termination.
- I. There will be no preapproved 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. It is mutually agreed by the District and AFCP that if any recurring money is found between these negotiations and the start of negotiations 2023, the parties will return to the tables to re-open bargaining.
- C. 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 of 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 experience as an EA, with a maximum of three (3) years.
- D. 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 of 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 experience as a CA, with a maximum of three (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 AFCP and the 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 in-school suspension (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.
- E. 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 of credit will be given to a new hire with out-of-district experience as a CSL.
 - 2. Maximum of three (3) years of credit will be given to an employee with in-district experience as an EA.
 - 3. New hires with out-of-district experience will receive entry-level pay for their appropriate level plus three percent (3%) for each year of out-of-district experience, with a maximum of three (3) years.
 - 4. Employees with in-district experience will receive 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.
- F. The B Schedule hourly rate shall be determined by the employee's length of service as a Secretarial/Clerical Employee.
 - 1. Ten \$.10 cents has been added to each longevity level. Employees shall receive longevity allowances as follows:
 - a. Employees in the B Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed four (4) years of service will receive an additional \$.25 cents more an hour added to the employee's hourly rate base pay.

- b. Employees in the B Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed nine (9) years of service will receive an additional \$.50 cents more an hour added to their hourly rate base pay.
- c. Employees in the B Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed fourteen (14) years of service will receive an additional \$.30 cents more an hour added to their hourly rate base pay.
- d. Employees in the B Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed nineteen (19) years of service will receive an additional \$.35 cents more an hour added to their hourly rate base pay.
- e. Employees in the B Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed twenty-four (24) years of service will receive an additional \$.35 cents more an hour added to their hourly rate base pay.
- f. Employees in the B Salary Schedule Bargaining Unit who, as of June 30th of each year, have completed twenty-nine (29) years of service will receive an additional \$.40 cents more an hour added to their hourly rate base pay.
- g. In a year when the District/ the Federation negotiate an increase in longevity levels, the increase will be applied to all employees within the level affected. In years when no increase is negotiated, the increase for longevity will only be applied to those employees who are entering the longevity level for the first time.
- h. It is agreed by the parties that the new longevity rate for thirty years shall become effective as of June 30, 2017.
- i. Subject to negotiated salary increases, employees returning from an extended leave to the same or comparable position shall be eligible for salary increases on July 1 provided they have worked a minimum of five (5) months and one (1) day within the year.
- j. Experience Credit: (0-1): Former employees and those returning to the bargaining unit who are returning at the same grade level within one year of leaving the bargaining unit shall be placed at their prior wage rate and receive any increase they would have received had they not left the Bargaining Unit. For those employees and those returning to the Bargaining Unit at a lower or higher grade-level, please refer to E2. (1-10 years): Former employees and those returning to the Bargaining Unit with up to ten (10) years of prior bargaining unit experience shall be given two and one-half (2.5) percent increases to the current start rate of the appropriate level designation for each eligible year of prior bargaining unit employment experience. (11 + years): Former employees and those returning to the bargaining unit with eleven (11) years or more of prior bargaining unit employment experience shall be given three and one-half (3.5) percent increases to the current start rate of the appropriate level designation for each eligible year of prior bargaining unit employment experience for each year beyond ten (10) years.
- k. Credit for outside experience. Credit for experience worked outside of APS as a Secretary, Administrative Assistant, Clerk or Bookkeeper will be granted, with verification to HR, as follows: New employees (beginning with employees hired after June 30, 2017) coming into APS B Salary Schedule with 1-5 years of experience shall be given \$.025 cents added to their start rate. APS experience in another bargaining unit will

not be granted to an employee coming into the B schedule, unless the experience is related to secretarial, administrative assistant, clerical or bookkeeping within APS.

- l. Employees may be required to use their own automobiles in the performance of their duties and will be reimbursed at the allowance under the current D.F.A. regulations.
- m. Promotions: Employees will receive a minimum of six percent (6%) for each level movement or the new level start rate, whichever is higher. When the employee is brought to the new level minimum or 5% per level movement and has Career Ladder and/or Longevity that will be added to the new base hourly rate.
- n. Demotions: When a position is downgraded, the employee's hourly rate shall decrease by six percent (6%) for each level lowered, but not lower than the Level Start Rate. Any Career Ladder and/or Longevity will be added to the new lowered base pay. If the position demotion is a result of an APS reorganization/request, then the demoted employee's salary shall be Save/Harmless for up to one year in accordance with District Policy.
- o. All "B Schedule Employees" employees working an entire school year will be paid in equal installments on specified calendar dates. If a pay date falls on a holiday or vacation day, all pay will automatically be deposited on the regularly scheduled pay date. All employees working less than an entire school year shall be paid their prorated annual salary in equal installments over the remaining pay dates that remain during the school year. If the remaining days in the school year lowers the employee's pay to below the minimum hourly rate, the employee will be paid at the end of the contract and not be paid summer reserve pay. If employment with the district is terminated and payment has exceeded the limit of the employees' reserve, the District retains the right to recover funds for work that was not performed.
- p. Career Ladder:

The parties agree that the differential for completion of twenty-three (23) credit hours will be \$1,245. For completion of half of the twenty-three (23) credit hours, the differential will be \$622.50. The differential earned will be in force beginning in the new Fiscal Year following completion.

- a. Employees who completed the prior CLP Level One received a one-time award of \$300 which was added to their hourly rate (base pay) and this amount will be inclusive with payments for the new CLP Level Two (half payment or payment for the full twenty three (23) credit hours).
- b. The District shall appoint who in APS is responsible for working with the Federation on the planning and implementation of the Career Ladder Provision.
- c. A CLP program shall be implemented, identifying post high school coursework and other coursework approved as providing training for bargaining unit members to enhance the skills, knowledge and work-related abilities of secretarial/clerical employees in the B Schedule. A record of classes taken (transcripts or coursework certificates) will be turned in by the CLP participant to the Review Committee or designate. Find all forms related to the CLP under the Human Resources page on the APS website and also on the APS Intranet site
- d. Classes taken will be jointly agreed upon by the Federation and APS and shall be listed in the CLP guidebook. The parties agree to annually review the course offerings and consider additional courses that are mutually acceptable for inclusion in the CLP program.

1. Employees who satisfactorily complete courses that are approved by the Review Committee will be reimbursed for tuition, book and fees, not to exceed a total of two hundred (\$200.00) for each course successfully completed. To receive reimbursement, employees must submit original receipts for all costs and submit an official school record showing completion of courses
2. Employees who satisfactorily complete and/or are granted credit for at least fifty percent (50%) of the required credit hours for completion of the CLP Level Two Program will receive a one-time differential of six hundred and twenty-two dollars and fifty cents (\$622.50), inclusive of other compensation received for completion of prior CLP training. The differential shall be added to the employee's hourly rate (base pay).
3. Employees who satisfactorily complete and/or are granted credit for all of the required courses for completion of the CLP Level Two Program (twenty-three (23) credit hours) will receive a one-time differential of one thousand two hundred and forty-five dollars (\$1,245), inclusive of other compensation received for completion of prior CLP training. The differential shall be added to the employee's hourly rate (base pay).
- e. Active B schedule employees eligible for payment shall receive compensation showing their new increased hourly rate which goes into effect beginning in the new Fiscal Year following completion of credit hours (half payment or payment for the full twenty-three (23) credit hours). These awards are a one time/lifetime career payment while the employee is working within the B Salary Schedule. Deadline for turning in coursework hours for approval is September 15th of each year.
- f. Employees who are on leave without pay, receiving Workers' Compensation benefits or Sick Leave Bank benefits are not eligible to receive this payment differential during the pay period containing leave without pay, Workers' Compensation and/or Sick Leave Bank accounting.

17. Bilingual Stipend

- a. B Salary Schedule Employees are only expected, where they are capable, to provide translation/interpretation services in informal conversation and (non-technical), routine written communication for non-English speaking students, parents and community members, as the need arises.
- b. B Salary Schedule Employees will not be assigned to provide these services in formalized and/or specialized communications (ex: IEP's, student hearings, serious disciplinary proceedings, academic and health records, school newsletters, book translations, etc.) APS Translation Services Dept. should be contacted for these types of services.
- c. **COMPENSATION:** After a B Salary Schedule Employee has been identified by the District as being capable of performing the services at their worksite, the identified employee shall have a stipend (\$.50 cents more an hour) paid twice a year. The stipend will continue as long as the employee identified stays in the position approved for the payment.
- d. The District's Title I and Bilingual schools are eligible for the stipend. Maximum stipends allowed per school: Elementary, Middle School, High School. All other requests for this stipend shall be looked at on a case-by-case basis, pending availability of funds.
- e. When a B Salary Schedule Employee vacates a position that has been identified as Bilingual, the stipend will no longer be paid to that employee, but will stay with the identified position.

18. Employees who teach Strategic Professional Development courses for the District shall be compensated at the rate of fifteen \$15.00 per hour.
19. As long as there are qualified B schedule applicants, secretarial/clerical positions in summer school will be filled by B schedule employees currently employed by the District. An employee hired for summer school shall be compensated at their current hourly rate when working secretarial/clerical positions for summer school.
 20. An employee temporarily assigned the position duties of another B Schedule employee (higher, lower or same level) who is absent from work (i.e.: long-term leave, sick leave, annual leave or coverage for an active vacant position) shall receive an additional-duty differential of one and half (1.5) times the employees hourly rate per hour or fraction of hour.
 - a. Covering for any position outside the B Schedule will not exceed five (5) working days and will be reimbursed at services shall be compensated at the rate of one and half (1.5) times the employees hourly rate per hour or fraction of hour. The differential for covering a position outside the B schedule will begin immediately upon commencement of the coverage and will not exceed five (5) days. If a longer period of coverage is needed (past five days), the supervisor of the employee performing the coverage will consult with the office of Labor Relations and the Federation to determine the circumstances of the coverage past (five) days and also scrutinize the rate of the reimbursement payment. The parties shall address disputes of Article 9 on a case by case basis.
21. The District and the Federation recognize the importance of a meritorious attendance program. To that end all full-time employees hired on or before July 1 and who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded three (3) additional personal leave days.
22. Employees who perform secretarial/clerical tasks that are not directly related to their regular job assignment and which occur outside their normal work hours, or that occur outside their normal work year, or work that is performed under extraordinary circumstances, shall be compensated at their current hourly rate or comp time. Approval of supervisor is needed. This provision shall not apply to those hours worked by an employee in excess of forty (40) in any regular work week. Those hours shall be considered as overtime worked and compensated at one and one-half (1 ½) times the employee's regular rate. This provision shall not apply to those hours worked on an occasional and sporadic basis performing non-secretarial/clerical work outside their ordinary place of work, regular work hours, and regular duty assignment.
23. It is mutually agreed by both parties that when there are new Grants (effective new fiscal year) or city funded programs used to pay for a position that is within the B Schedule or is essentially B schedule work, the Federation will be notified before funding begins. The Federation recognizes that some positions funded through an outside Grant (such as the city) would not be positions that are considered B Schedule and would not be covered by the Federation contract or APS benefits. It is understood that, pertaining to work performed within B schedule job descriptions, the position being funded through the Grant is considered a B Schedule position. All Grants used to fund B Schedule positions will be reviewed before the position is implemented.

- G. 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 three (3) years.
- H. 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 requesting 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 receive the documentation.
 - b. After documentation is received, the employee's pay will be adjusted accordingly.
- I. Employees may advance to a higher level in their pay schedule by acquiring additional in-service professional development credits.
 - 1. All contact hours must be submitted to Human Resources Department by September 15 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 and HAs and by four percent (4%) for CAs and CSLs.
 - 4. Documentation of status will be sent with each submission.
 - 5. When reviewing contact hours for advancement for both EAs and Secretarial/Clerical employees, one (1) district representative and one (1) Federation representative will be present.
- J. 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 and an official transcript (copies not accepted) must be mailed to the APS Human Resources Department.
- K. For every level an EA or HA advances, the pay shall increase by six percent (6%).
- L. For every level an 8-hour employee advances, the pay shall increase by four percent (4%).
- M. EAs employed for less than six and a half (6.5) hour duty day shall be compensated on a pro-rata basis.
- N. Employees who teach and prepare Strategic Professional Development courses for the District shall be compensated at the rate of \$15.00 per hour.
- O. CAs shall be required to wear uniform apparel, which will be provided by the District.

- P. 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 lower 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.
- Q. All bargaining unit employees who perform work not directly related to their regular job assignment which occurs outside their normal workday 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.
- R. CSLs assigned to responsibility beyond their work year shall be compensated at the hourly rate, except as provided below.
- S. All hours worked in a regular work week in excess of forty (40) hours shall be considered as overtime and shall be compensated at one and a half (1.5) times the employee's pay rate.
- T. 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.
- U. Longevity shall be added to the employee's annual salary.
1. EAs, including HAs, will receive longevity allowance:
 - a. Three hundred dollars (\$300) upon completion of ten (10) years of service as an APS EA.
 - b. Additional one hundred dollars (\$100) upon completion of fifteen (15) years of service as an APS EA, a total of four hundred dollars (\$400).
 - c. Additional one hundred dollars (\$100) upon completion of twenty (20) years of service as an APS EA, a total of five hundred dollars (\$500).
 2. CAs will receive longevity allowance:
 - a. Three hundred dollars (\$300) upon completion of ten (10) years of service as an APS CA.
 - b. Additional one hundred dollars (\$100) upon completion of fifteen (15) years of service as an APS CA for a total of four hundred dollars (\$400).
 - c. Additional one hundred dollars (\$100) upon completion of twenty (20) years of service as an APS CA for a total of five hundred dollars (\$500).
 3. CSLs will receive a longevity allowance:
 - a. Three hundred dollars (\$300) upon completion of ten (10) years of service as an APS CSL.
 - b. Additional one hundred dollars (\$100) upon completion of fifteen (15) years of service as an APS CSL for four hundred dollars (\$400).
 - c. Additional one hundred dollars (\$100) upon completion of twenty (20) years of service as an APS CSL for five hundred dollars (\$500).

- V. The District and Federation 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, and 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 INSTRUCTIONAL COUNCILS

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

ARTICLE 14: 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 that 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 the incident the employee’s complaints of unhealthy and/or unsafe working conditions to the Risk Management Office.
 - 4. All complaints shall be addressed by the Risk Management Office in a timely manner.
- B. EAs, HAs, CSLs CAs, Transportation drivers (school bus) and attendants, and B Schedule employees, 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, gowns, masks and cleansing agents for employees required to perform medical procedures, diapering, or who are in contact with the 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 they work. This information shall be provided to the employee by the administrator, teacher and school nurse.
- E. APS will supply a form for TMC drivers of regular school bus routes to use to list any kindergarten students who 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" or "is met at the stop by grandmother").

ARTICLE 15: 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 midday, the employee must be available to drive that midday route. If the employee is not able to drive the midday, 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 a school bus driving experience on a regular or charter school route as a standby driver to be considered. Employees are prescreened 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-hours, weekends, and seasonal break trips.
 - 4. In the case of TMC summer school routes, special events, field trips, and CEC runs; routes that have not 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 midday runs until they have moved up the seniority list or until there are fewer 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 Federation 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 days 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 (3) working days 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 any time 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 canceled 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 canceled resulting in an employee not needing to work past their guaranteed time.
 - I. Route efficiency will be used to monitor a driver’s time. If a driver refuses a student or stops added to the route with claims that they cannot make it safely, the District has the right to verify through another driver if it can 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 relocation of bus depots. Special needs routes will be provided a standard based on their FTE until a full route can be built. If an employee must go over their route standard time, it must be preapproved by an operations supervisor.
 - K. The TMC shop work (seat repairs and bus washing) and yard work (emptying trash cans and removing weeds) will be assigned based on signup 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 16: 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 (geographical location) as the initial factor.
- B. Employees will be assigned up to forty (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. If practical and possible, Special Education drivers and attendants who work together during the contract year and sign up for extra work will be kept together and on their regularly assigned bus if requested.
- 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 and will be based on seniority within the learning zone. Field trip rotation will be administered by the Zone Supervisors and in the interest of transparency, a spreadsheet showing rotation schedules and/or number of trips and notes for each driver should be available for viewing by the lead Federation Representative to verify that field trips are being assigned on a fair and equitable basis.
- A. Attendance or work performance issues may disqualify an employee from extra work duties.

ARTICLE 17: 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 the standard of conduct on buses.

ARTICLE 18: 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 buses clean 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 buses at all times. Kindergarten students are not to be left unattended at a stop.
- E. Bus drivers will only make stops designated by the Company. Any changes need to be submitted to a supervisor or designee for review and approval. Direction (left & right) 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 a bus driver/attendant is within fifteen (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 at the end of their run every day. 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 the administration.

Level 1: no injuries or death, damages to school bus/property less than seven hundred dollars (\$700).

Level 2: injuries, damages to school/bus property equal to or greater than seven hundred dollars (\$700).

Level 3: damages greater than seven hundred dollars (\$700), injuries, or death resulting from gross negligence such as but not limited to cell phone use while driving or speeding.

Disciplinary action for Level 1: Summary Memo with one (1) hour of retraining from the safety department. An employee may have up to three (3) of these occurrences in the lifetime of their employment with APS. After three (3) Level 1 infractions, each infraction will move to Level 2 disciplinary process.

Disciplinary action for Level 2: first (1st) occurrence, one (1) day suspension without pay and eight (8) hours of classroom retraining. Second (2nd) occurrence, three (3)-day suspension without pay and sixteen (16) hours of classroom retraining. Third (3rd) occurrence, up to termination.

Disciplinary action for Level 3: Termination

- O. Two (2)-way radios are designed for official business only. No personal business is to be discussed over the radio.
- P. All buses must have pre- and post-trip reports before and after each route. They must be documented through the designated procedure. If electronic pre- and post-trip documentation are 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 authorized by a supervisor.

ARTICLE 19: CLOTHING

Employees agree to wear clean and professional clothing appropriate to their positions. 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 a school setting.

ARTICLE 20: 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.
 - 1. The credit card shall be kept with the assigned vehicle and not with the driver.
 - 2. The credit card is stored in the protective sleeve and out of direct sunlight or other heat sources.
 - 3. When purchasing fuel, the driver should enter the 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. The card will be suspended and a new card will be ordered at that time.
- C. A personal identification number (PIN) shall be assigned to each authorized driver.
 - 1. A PIN 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 PINs 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 21: NO STRIKE PROVISION

The Federation agrees that neither the Federation 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 22: LABOR AND MANAGEMENT COMMITTEE

- A. The Federation 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 Federation 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 mutually acceptable times and locations.
 - 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 Federation site lead, assistant site lead, and APS-TMC manager will be held on a biweekly basis.
 - 6. Management will provide an APS-TMC organizational chart listing personnel titles and reporting structure.

ARTICLE 23: DRUG AND ALCOHOL WORKPLACE TESTING POLICY, MEDICAL EXAMINATION, AND SAFE WORKING ENVIRONMENT

- B. To maintain the highest possible standards of professionalism and to maximize the safety of the students in the District transports and its employees, the Federation 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.
- C. 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 a 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.
- D. 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 an applicable drug or alcohol test. Any applicant who tests positive will not be hired or considered for rehire.
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 24: 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 25: 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, 2023.
- B. If a successor Agreement is not agreed to and ratified by July 31, 2023, 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 2022-2023 pay ranges shall be open for the negotiations for the 2022-2023 school year; the parties also agree to a midyear economic reopener to negotiate a 2022-2023 pay increase if the New Mexico State Legislature appropriated additional school funding for SY 2022-2023.
- D. This Agreement may be altered by mutual consent of the Board and Federation. 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

Yolanda Montoya Cordova, APS Board President *Date:*

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

Scott Elder, APS Superintendent *Date:*

ALBUQUERQUE FEDERATION OF CLASSIFIED PROFESSIONALS, AFT NEW
MEXICO, AFL-CIO

Kathy Chavez, AFCP President *Date:*

ALBUQUERQUE PUBLIC SCHOOLS

Dr. Valerie Hoose, Executive Director Labor Relations *Date:*

AFCP Transportation Unit Negotiating Team:

Kathy Chavez
Helen Montoya
Juan Enriquez
Cynthia Brault
Karen McWethy
Lisa Trepanier
Debra Cunningham
Florentina Lopez
Reuben Apodaca
Brenda Frayre

APS NEGOTIATING TEAM:

Dr. Valerie Hoose

Jennifer Mackey
Johnna Moore
Eugene Saavedra
Tami Coleman
Rosalinda Montoya
Royce Binns
Nick Brook
Tereasa Sanders
Cheryl Brubaker

APPENDIX A: SCHEDULE G-1: EDUCATIONAL ASSISTANTS

Training Wage Scale

Level	College Credits	In-service Credits	<u>Minimum</u> Hourly Start Rates
1	HS-7	0-112	<u>\$15.00</u>
2	8-24	128-384	<u>\$15.30</u>
3	25-42	400-672	<u>\$15.60</u>
4	43-60	688-960	<u>\$15.91</u>
5	61-90	976-1440	<u>\$16.24</u>
6	91 or more	1456 or more	<u>\$16.56</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 a combination of training and experience raises.
3. G-1 employees are classified, nonexempt hourly paid employees.
4. G-1 employees normally work a one hundred eighty-three (183)-day work year and a six and a half (6.5) -hour workday.
5. Longevity allowances are listed in Article 12, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

1. Each year, AFCP 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 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 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>\$15.00</u>
2	8-24	128-384	\$15.30
3	25-42	400-672	\$15.60
4	43-60	688-960	\$15.91
5	61-90	976-1440	\$16.24
6	91 or more	1456 or more	\$16.56

INFORMATION

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

EXPERIENCE RAISES

1. Each year, AFCP 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 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 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>\$15.00</u>
2	8-24	128-384	<u>\$15.30</u>
3	25-42	400-672	<u>\$15.60</u>
4	43-60	688-960	<u>\$15.91</u>
5	61-90	976-1440	<u>\$16.24</u>
6	91 or more	1456 or more	<u>\$16.56</u>

INFORMATION

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

EXPERIENCE RAISES

1. Each year, AFCP 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	\$20.00
7-8	\$20.24
9-10	\$20.73
11-12	\$21.25
13-14	\$21.78
15-16	\$22.34
17-18	\$22.92
19-20	\$23.52
21-22	\$24.15
23+	\$24.47

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, nonexempt hourly paid employees.
4. J-1 employees normally work a one hundred eighty-three (183) day work year.
5. Longevity allowances are listed in Article 12, Section T of the Negotiated Agreement.
6. Standby/Activity Driver- Will be the only drivers allowed to drive Activity buses. Will be Standby Route Driver during normal operating hours. 8 hour guarantee with a \$2/hr. differential on top of normal rate.
7. Bus drivers who are driving to ELTP schools will receive an additional 3% on their base salary for their standard and regularly assigned route.

EXPERIENCE RAISES

1. Each year, AFCP 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

APPENDIX E: SALARY SCHEDULE J

YEARS OF EXPERIENCE,

Years	Hourly Pay Rate
J1 Bus Attendant	\$15.00
J2 Bus Driver	See Above
J4 Maintenance Tech 1	\$15.00
J5 Maintenance Tech 2	\$17.6320
Lead Maintenance Tech	\$18.3372

One hundred eighty-three (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, nonexempt hourly paid employees.
4. J-2 employees normally work a one hundred eighty-three (183) day work year.
5. Longevity allowances are listed in Article 12, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

1. Each year, AFCP negotiates experience raises for APS-TMC employees based 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.

APPENDIX F: B SALARY SCHEDULE

Level	
2	\$15.00
3	\$15.30
4	\$15.60

MEMORANDA OF UNDERSTANDINGS

MEMORANDUM OF UNDERSTANDING: ALBUQUERQUE FEDERATION OF CLASSIFIED PROFESSIONALS AND ALBUQUERQUE 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: ALBUQUERQUE FEDERATION OF CLASSIFIED PROFESSIONALS AND ALBUQUERQUE PUBLIC SCHOOLS

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

MEMORANDUM OF UNDERSTANDING: ALBUQUERQUE FEDERATION OF CLASSIFIED PROFESSIONALS AND ALBUQUERQUE PUBLIC SCHOOLS

AFCP 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 AFCP 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 mutually accepted times and locations. The committee also shall meet with principals and supervisors during the school year to discuss the Health Assistants' positions.

MEMORANDUM OF UNDERSTANDING: ALBUQUERQUE FEDERATION OF CLASSIFIED PROFESSIONALS AND ALBUQUERQUE 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 a memorandum of understanding 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 teaching component will be required to work in APS for one contract year after they have obtained their teaching credential.

MEMORANDUM OF UNDERSTANDING: ALBUQUERQUE FEDERATION OF CLASSIFIED PROFESSIONALS AND ALBUQUERQUE PUBLIC SCHOOLS

The parties mutually agree that all current APS-TMC employees' wages will remain in effect.
The new salary schedule only pertains to newly hired employees effective the date of ratification.

Memorandum of Understanding between Albuquerque Public schools and Albuquerque Federation of classified professionals

The parties to this Memorandum of Understanding (MOU), Albuquerque Public Schools (APS) and Albuquerque Federation of Classified Professionals (AFCP) recognize the importance of recruiting and retaining qualified athletic coaches and assistant coaches and the need to fill vacancies. In recognition of this need and to assure both student safety and sufficient staffing, the parties support bargaining unit employees in the positions of Head coaches and Assistant coaches to receive a stipend instead of being paid an hourly wage. This one-time stipend will be paid at the end of each season. If the season runs over two quarters, the stipend will be paid in two equal payments. The stipend pay may begin in the spring season 2022 and may be paid in subsequent seasons if the bargaining unit employee continues to serve as a Head Coach or Assistant Coach. Employees in the AFCP bargaining unit may be considered for Head coach and or assistant coach positions. Serving as a "coach" is not a separate occupation, but is instead an extra responsibility for which employees with other jobs can be compensated. The stipend for employees in the AFCP bargaining unit shall be equal but not less than the current coaching differential stipend provided by APS each year. Any future pay adjustment are subject to School Board approval and ratification as well as future negotiations for a successive collective bargaining agreement.

Coaches of interscholastic sports in the senior high schools will receive a differential for the following assignments:

a. Head Football	\$5,452
b. Assistant Football	\$3,359
c. Head Basketball	\$4,486
d. Assistant Basketball	\$2,863
e. Head Track	\$3,548
f. Assistant Track	\$2,287
g. Head Tennis	\$2,287
h. Head Golf	\$2,287
i. Head Wrestling	\$3,548
j. Assistant Wrestling	\$2,287
k. Head Baseball/Softball	\$3,548
l. Assistant Baseball/Softball	\$2,287
m. Head Volleyball	\$3,482
n. Assistant Volleyball	\$2,287
o. Head Soccer	\$2,892
p. Assistant Soccer	\$2,287
q. Head Cross Country	\$3,482
r. Head Swimming	\$3,482
s. Dance/ Drill Team	\$3,585
t. Varsity Cheer Coach	\$4,500
u. Junior Varsity Cheer Coach	\$3,200

Credit for in-district experience as a head coach shall be compensated as follows:

Head Coaching Assignment	6-10 years' experience	11 years and over experience
a. Football	+ \$500	+ \$1000
b. Basketball	+ \$500	+ \$1000
c. Track	+ \$500	+ \$1000
d. Wrestling	+ \$500	+ \$1000
e. Volleyball	+ \$500	+ \$1000
f. Baseball/Softball	+ \$500	+ \$1000
g. Swimming	+ \$500	+ \$1000
h. Cross Country	+ \$500	+ \$1000
i. Tennis	+ \$500	+ \$1000
j. Golf	+ \$500	+ \$1000
k. Soccer	+ \$500	+ \$1000
l. Athletic Trainer	+ \$500	+ \$1000
m. Athletic Director	+ \$500	+ \$1000