2025 - 2027

NEGOTIATED AGREEMENT

BETWEEN PUBLIC EMPLOYER

ALBUQUERQUE MUNICIPAL

SCHOOL DISTRICT NUMBER 12

AND EXCLUSIVE REPRESENTATIVE

ALBUQUERQUE FEDERATION OF CLASSIFIED PROFESSIONALS

(AFCP)

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2025 - 2027 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 October 15, 2025.

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, school bus drivers, school bus maintenance technicians II, transportation SUV drivers, and IT Techs 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 “IT Tech” includes Technician Client Services Field, Network Technician, Computer Operator, Network Analyst, Team Leader Client Service, Team Leader Help Desk, and Systems Administrator.
F. The terms "school,” “site,” or "building" shall mean any work location or functional division within the District where employees are assigned.
G. The term "Superintendent" as used in this Agreement shall mean the Superintendent or designee of this District.
H. The term "administration" shall mean the principal or assistant principal of the school, or the supervisor of a non-school location.
I. The term "immediate supervisor" shall mean only the principal or assistant principal at a school or the supervisor of a non-school location.
J. The term "President" shall mean the President or designee of the Federation.
K. “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).
L. “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.
M. “School Bus Maintenance Technician II” means an individual employed by APS who performs maintenance on APS school buses and other vehicles and is also qualified to drive a school bus on an APS approved school bus route that meets requirements pursuant to 6.40.2 New Mexico Administrative Code.

N. “Transportation SUV Driver” means an individual employed by APS who is qualified to operate approved District SUVs to transport passengers to and from school and other related activities.

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 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 because 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 AFCP 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 regarding 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 regarding 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 based on 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 because 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 employer's 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:
    1. collective bargaining, including the administration of collective bargaining agreements
    2. the investigation of grievances or other disputes relating to employment relations; and
    3. 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 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

A. EMPLOYMENT
1. 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.
    a. 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.
        i. Employees who do not successfully complete the licensure process within forty (40) days of hire shall be terminated. Employees who do not renew their licenses by expiration dates shall be terminated.
        ii. Pre-K and Even Start EAs shall be required to complete an Associate of Arts degree in Early Childhood within the required time.

B. PURPOSE
1. EAs shall be employed for the purpose of assisting the teacher or other certified personnel in facilitating the educational program.
2. Employees shall not be responsible for preparing instructional objectives or initiating original concept instruction. Lesson plans must be provided to EAs covering as substitutes.
3. All duties shall be performed under the direction, but not necessarily in the presence, of a certified employee.
4. 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.
5. 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.
6. 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.

7. Employees shall not be required to perform personal errands or tasks unrelated to their duties for principals or other members of the staff.
8. 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.
9. 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.'
10. 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 workspace comparable to the teacher, a space to secure personal belongings, and an adult chair, access to school phones, keys to the classroom or area where they work, an elevator key when necessary, and district computers.
11. Access to information contained in the classroom's substitute notebook shall be provided to an Educational Assistant assigned to sub in a classroom for one (1) or more days.
12. EAs will not be required to cover/sub two or more classes at the same time.
13. EAs serving as long term subs will not be responsible for creating lesson plans, inputting grades, calling parents regarding behavior, discipline nor leading parent teacher conferences. These tasks must be completed by admin or certified employees.
14. No employee in the bargaining unit will be required to download and or use personal devices for work related issues. (i.e., Google mail, Google chat, Class Dojo, Remind, etc.) Employees, at their discretion, may use their personal cell phones for school business. Employees will not be compensated for this discretionary use.
15. All EAs, CSLs, HAs, CAs, Family Liaisons, Redirectors, PreK-12 school bus attendants, school bus drivers, school bus maintenance technicians, and Transportation SUV Drivers are required to have nonviolent crisis intervention (NVCI) training. Employees requiring a nonviolent crisis intervention refresher must complete training within the current school year.
16. 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.
17. EAs on crisis teams must be NVCI certified to participate. EAs will participate in crisis teams only voluntarily.
18. All EAs and Redirectors required to do student data entry will be provided with a laptop or tablet to enter data in real-time.

C. CATEGORIES OF EMPLOYEES/PROBATIONARY STATUS
1. Regular
    a. Full-time: Employees working a precise, recurring work schedule for a full year.
    b. Part-time: Employees working a precise, recurring work schedule for a full year, except employees who work fewer hours per day.
2. Short-term
    a. 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.
    b. 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.

c. An employee hired after the school year start date shall not be considered a short-term employee.

3. Probationary Status: All regular employees shall be placed on a probationary status upon employment or reemployment.
    a. Probationary status shall be defined as the first year of active employment.
    b. An employee reemployed after an absence of less than one (l) year and having previously completed a probationary period, shall not be considered probationary.

D. REEMPLOYMENT
1. Regular employees shall be employed for the ensuing school year unless otherwise notified in writing no later than fifteen (l5) workdays prior to the last day of school except as noted above.
2. 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.
3. For positions other than a bus driver or school bus attendant (the District will provide the Federation with all APS-Student Transportation "Position Opening" announcements). The position will be posted on the same day that it is posted to the website.

E. WORK YEAR/DUTY SCHEDULE
1. 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.
2. 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.
3. The work year for EAs, HAs, Family Liaisons, Redirectors and CSLs shall consist of one hundred eighty-nine (189) days.
4. 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.
5. Drivers and attendants move to a 204-day working calendar based on District needs.
6. Part-time redirectors shall follow their daily work schedule, have set hours as redirector and not be pulled from their second assignment for redirector duties.
7. 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. Except for 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.
8. 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.
9. Employees shall be provided with 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.
10. Employees shall not be required to notify their immediate supervisor of their arrival or departure from the school or building location unless the employee exhibits a pattern or tardiness/lateness.
11. 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.
12. 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.

13. 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.
14. The District will not regularly expect or require employees to work more than 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 and/or professional development. Any required extensions of the duty day shall be compensated at the employees' hourly rate.
15. Lengthening of the duty day by the site supervisor shall normally occur after a minimum of two (2) duty days prior notice.
16. All bargaining unit members required to work after their duty day has ended will 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 if they are with students.
17. The immediate supervisor shall have the authority to rotate classroom EAs as coverage is needed.
18. All classroom EAs will be put on a rotation basis to provide substitute coverage for a teacher. Classroom EAs have the right to refuse the assignment. If an EA refuses the assignment, the principal will move to the next available EA. The administration and the classroom teacher must agree for the EA to cover a classroom.
19. Deviation from the provisions of the Work Year/Duty Schedule may be made by mutual agreement of the Federation and the Superintendent.
20. All Student Transportation employees will work and be paid in accordance with the Traditional School Calendar.
21. All Student Transportation 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.

F. ASSIGNMENTS

1. 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.
2. District seniority shall be taken into consideration for positions such as EA pool, floaters, subs, etc. unless in the judgement of the immediate supervisor, the assignment would not serve in the best interest of the educational program at that school.
3. Redirectors shall only work with students in 15-minute increments. After fifteen (15) minutes if the situation has not deescalated students will be then sent to the school counselor or social worker.
4. EAs/Has do not cover the front office. Clerical staff do not serve as EAs/HAs.
5. Principals who are retiring, being reassigned to a new school, or leaving employment with APS shall not reassign employees without approval from Human Resources.
6. No member of the bargaining unit will attend any parent meeting involving concerns due to discipline regarding employees. All matters pertaining to parent complaints will be handled by site administrators.
7. Bargaining unit employees are not required or expected to communicate with parents/guardians about students. This communication should come from the teacher or an administrator.
8. No bargaining unit member will be asked to search any backpack, purse, body or personal belongings of any students or staff members.
9. APS and AFCP agree that, if required, educational assistants (EAs), health assistants (HAs), community support liaisons (CSLs), and Secretarial/Clerical (B schedule) employees at the high school level will attend their school site graduations. The school site will flex their hours for that day. If an employee is required to work more than 6.5 hours, they will be paid differential as

outlined in the negotiated agreement. If an employee chooses not to attend graduation as required, they must take a full day of leave. All other bargaining unit members asked to attend will be on a voluntary basis. All bargaining unit members will have any necessary fees paid by the school site (i.e., parking fees, venue fees, etc.). The employee may submit the mileage from their worksite to the offsite graduation venue for reimbursement.

10. Bargaining unit members asked to attend out of duty assignments such open house, etc. (excluding graduation – see #8 above) will be on a voluntary basis. Bargaining unit members who volunteer will be compensated with differential, mileage from the worksite to the venue, and any fees such as but not limited to parking fees, venue fees, etc.
11. Female EAs and Has may change male students' diapers and male EAs and HAs may change female students' diapers.
12. 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.
    a. Schools will not be funded with additional allocations. EAs will complete their student teaching component while staying in their current assignment.
    b. EAs will not be eligible for a differential or any other pay besides their current base salary as an EA.
    c. 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.
13. Secretarial/Clerical
    a. Each job title shall be assigned to one (1) of two (2) job classifications. The classification to which a job title is assigned shall be determined by the District primarily based on skills and performance responsibilities.
        i. The district and AFCP agree to develop a working group to review B schedule levels and job descriptions.
    b. 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.
    c. 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:
        i. 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 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.
        ii. 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.

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

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

v. 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.

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

e. 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 need to be reclassified, the parties shall meet to implement the schedule of such reclassifications.

f. At no time should B Schedule employees be required to supervise students during the duty day or during lunch, except for student aides who are assigned to work with B Schedule Employees. If a true emergency 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 to establish validity.

i. A licensed teacher or site administrator shall assign grades to student aides.

ii. If a teacher has not provided the student directions on what is to be done for the student aide, the secretary/clerk working with the student aide will be paid differential at the rate of one-and-one-half (1.5) of the employee's hourly rate.

g. 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 indicating any grandfathering or Save/Harmless provisions.

h. 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.

i. 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 school sites shall align with District staffing formulas.

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

k. B Schedule employees shall not be left ‘in charge’ at a work site or make decisions that should not be made at this level. When a Principal or Lead Supervisor is away from their work site, an Administrator in charge shall be identified. B Schedule

employees will not be used or identified as supervisory personnel in any fashion on-the-job or in job title.

l. APS and AFCP agree to develop a plan to create a Training/Floater position within the B Salary Schedule. This position would orient and train new employees to the B Salary Schedule and employees new to a position. The job description will be created jointly by APS and AFCP.

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

n. Current B -schedule employees asked to cover for other B-schedule 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 except for covering for lunch.

o. 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.

p. 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.

q. When a work site is closed due to a gas leak, no water, or any unsafe working condition, there will be no loss of pay.

r. 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.

s. In a case where the administrator or supervisor is absent for whatever reason, no non administrative personnel will be allowed to handle any personnel or discipline matters. These will be left to take charge by Site Administrators.

t. Basic equipment for B-schedule employees shall include a desk with locking drawers, a desk chair, school phone, keys to the Office, keys to locking cabinets in the Office, a District computer and access to a printer/scanner that will be in the admin office.

u. All secretaries who are newly hired (B-schedule employees) should receive audit training within the first 60 days of hire by the Activity Funds Support Department and not by another secretary/bookkeeper.

   i. B-schedule employees will not be written up for a non-compliant audit if they have not been fully trained in audits by the Activity Funds Support Department.

   ii. Worksite administrators will not override the policies set forth in the activity fund manual.

   iii. The Principal will provide a Corrective Action Plan to the Activity Fund Compliance Department to present to the Board of Education in closed session for non-compliant audits.

iv. B-schedule employees in charge of audits will have a money counting machine with counterfeit detection capabilities. Machines must be $50 fifty dollars or less and be purchased from the worksite.

14. Library Assistants (LAs) – Rather than teaching, LAs may reinforce instruction at the direction of certified staff and with on-site direct supervision.
    a. LAs shall not be responsible for providing the instruction for the state student library competencies.
    b. LAs should not select or choose materials without guidance from certified staff.
    c. LAs should not do inventory, including deselection without the guidance of certified staff, but may report on existing and missing materials.
    d. 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.
    e. LAs should not introduce or recommend appropriate titles for leisure reading and information gathering.
    f. LAs shall not be responsible for developing library instructional programs.
    g. LAs may read aloud for titles chosen by certified staff.
15. Health Assistants (HAs)
    a. 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.
    b. 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.
    c. HAs shall be evaluated with the Health Assistants' Evaluation Form.
    d. An HA's immediate supervisor shall be the school principal or assistant principal.
    e. Whenever HAs are absent from work, they shall call the district reporting system and record their absences.
    f. 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 one 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:
        i. When there are NO STUDENTS on campus.
        ii. When the nurse is on a thirty (30) minute lunch break.
        iii. When a student or adult medical crisis is occurring.
        iv. 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).
    g. 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.
    h. The school principal will provide the HA with a schedule of when the school nurse will be present. This applies to schools with a part time nursing allocation.
    i. Nurses must share the Emergency Response Team Drill scenario with the health assistant before the drill happens. The Health Assistant will not be required to place their hands on a live person to demonstrate skills.
    j. Nursing services shall provide AFCP and the HA with an explanation if the school loses its full-time nursing allocation.

k. 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, cafeteria, etc.)
l. HAs 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.
m. 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.
n. 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.

16. Student Transportation Employees
    a. 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.
    b. Employees assigned to permanent routes who were hired by APS July 27, 2015 through July 31, 2024 will have their hours guaranteed at seven (7) hours. Those who work in the east mountains, SUV drivers, and attendants will be guaranteed six (6) hours.
    c. Employees hired after July 31, 2024 will be guaranteed six (6) hours.
    d. Employees may request to remain at (five)5, six (6) hours or for those employees if they would be financially impacted due to social security income restrictions.
    e. Standby drivers have eight (8) hours guaranteed.
17. IT Techs
    a. Service Desk Hiring Committee
        i. APS shall contact AFCP regarding requests for classified bargaining unit representatives to serve on the Service Desk hiring committee. Hiring committee members can be Service Desk staff.
    b. Service Desk Team
        i. The Service Desk shall be a team of no less than (6) six employees (see Self-Assessment) and one (1) Team Lead. The work will include first-level phone support, self- service triage support and knowledge base administration. The work may also include escalation of problem tickets to a designated tier 2 support individual to research and find solutions to issues that have no work-around or root cause.
        ii. The Service Desk staff may be augmented with TCS technicians who have volunteered to help during peak ticket periods during the beginning of each school semester and/or as needed.
        iii. Service Desk employees will not be reassigned to work TCS Field Tech positions unless they volunteer. TCS Field Techs will not be reassigned to work the Service Desk unless they volunteer.
    c. Separating Positions and or Duties (Technology Help Desk/TCS)
        i. TCS 30 (thirty) or more employees
        ii. Service desk 6 (six) or more employees
    d. Location Work and Zones:
        i. Set work locations and zones are for an agreed upon timeframe.

ii. If changes need to occur, possibly implementing bidding bargaining unit discussions prior to any changes necessary will be made with a 48-hour notice to the affected employee(s).

e. Promotions and Transfer Policy
   i. APS Information Technology Services Department will provide all employees with an opportunity to apply for a promotion or transfer to other positions within the Department. Approval of promotions or transfers depends largely upon seniority, training, experience, and work record to include qualifications.
   ii. When a position opens in a classification for which the employees of the bargaining unit may qualify, the job opening, and job description shall be posted for a period of ten (5) five business days to give the employee the opportunity to apply in writing for the job. The Employer will consider all applications and will make its selection based on knowledge, training, ability, skill, and efficiency with regards to seniority when all other factors are substantially equal. Then Employer will not post a temporarily vacant position when such vacancies are due to vacations, illness, or temporary absences.
   iii. Current bargaining unit employees must be considered first with all current classifications.
   iv. A technician who volunteers for and is placed in an annual special assignment and who receives a positive evaluation in that assignment shall receive priority for continued placement in that assignment.

f. Employee Work Schedules
   i. Employees shall be provided with a duty-free break time of no more than 15 minutes in the morning and 15 minutes in the afternoon. This time can be used to extend the employee's meal period up to one hour but is not to be taken within the first and last hour at the beginning or end of workday.
   ii. With advance approval of the appropriate level of management, employees may be permitted to "flex" their schedules within the work week; for example, working a nine (9) hour day followed by a seven (7) hour day to accommodate personal or work situations. This section is intended to address occasional or intermittent changes to the schedule. Employees may be authorized the opportunity to telecommute pursuant to Manager approval.

g. Blackout Dates
   i. APS shall not blackout more than four (4) business weeks at the beginning of the school year. Employees may not use annual leave during the blackout dates but are allowed to use sick and personal leave.

h. Critical Events (planned or unplanned) for Networking and Server Ops
   i. APS shall provide five (5) working days' notice for planned critical events.
   ii. Previously approved leaves shall not be affected by a critical event (planned or unplanned).

i. Leaves
   i. Employees must provide three (3) days' notice for annual leave.
   ii. Employees must contact management as soon as possible before the beginning of their shift.
   iii. Personal leave may be used the same as sick leave.
   iv. Technicians may use professional leave to take professional certification exams/tests.
      a. Professional leave must be requested under the same advance notice and approval conditions/requirements as annual leave.

j. Overtime Pay

i. Any work past the forty (40)-hour work week shall be overtime pay at one and one-half hourly rate.
ii. APS may require the Service Desk employees to work overtime as needed.
iii. APS will attempt to meet its overtime requirements on a voluntary/rotational basis. However, in the event there are insufficient qualified volunteers to meet the requirements established by APS, then they may select employees based on seniority and hiring date, to perform overtime work.

k. Fair and Equitable Pay
i. If the minimum pay grade for a new employee is higher than that of an existing employee, the existing employees pay grade will be increased to the new minimum, plus compensation for years of service within bargaining unit, education, verifiable experience, certifications. Pay scale adjustment will be automatic upon new higher minimum. Bargaining unit employees should have the opportunity for promotions within the bargaining unit. Bargaining unit employees eligible for pay increase will be notified of change in pay scale.

l. Phone Systems
i. Service Desk employees log into the district designated Phone System daily. The reporting can be used for time-tracking if needed. Service Desk employees will stay logged in until the end of their work shift. Any non-APS work such as lunches or breaks will be coded as ACW – "break".
ii. Service Desk Employees may choose to be issued a cell phone through APS.

m. Tools and Equipment for the Job
i. Employees will have access to other tools needed to ensure the job is completed.

n. Training
i. Training for supported devices will be available as needed.
ii. APS will ensure that field techs will be trained on all APS supported devices before they are deployed into the field.
iii. Employee training and development will contribute to improving the quality of services provided by the Department while facilitating career advancement and skill enhancement for employees. In this regard, employees, working in concert with their supervisor(s), are expected to identify needed training to ensure they remain abreast to current technology/applications relevant to their position

o. Employees will follow the APS dress code as outlined in the APS Employee Handbook.

p. Safe Work Environment
i. APS will provide a safe work environment for its employees while on the job including proper lighting, heating, and ergonomic workstations.
ii. For all new and renovated offices, pods, and/or work areas, the employer shall conduct a risk assessment and evaluate whether adjustable workstations (adjustable height monitors and desks/keyboards) are required.
iii. There shall be adequate space between workstations for equipment and workers to move around safely. The definition of adequate will be based on existing building guideline codes and standards with input from staff doing the work.

q. APS shall provide the union with two (2) bulletin boards in each break room (one (1) in the data center and one (1) in City Center) for AFCP communication to members.

18. Campus Assistants (CA)
a. 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.
b. The role and responsibilities of CAs shall be primarily of a security function.
c. Cas who are assigned in-school suspension (ISS) duties by school principals, shall be held safe harmless

19. Differential

a. 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.
    i. Employee compensation for subbing shall not apply to travel time, or when the employee is observing student activities that are being directed by a teacher, other certified employees, or other supervisors.
    ii. No HAs, Secretarial/Clerical, Family Liaisons, Redirectors and Campus Security will be asked to monitor classrooms.
    iii. 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.
    iv. All virtual pullouts already covered by educational assistants will 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.
    v. 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 for the differential.
b. 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.
    i. 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.
    ii. 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.
    iii. If the employee and the supervisor mutually agree, the employee may choose to accept compensatory time off instead of one and one half (1.5) of their regular hourly 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.
    iv. Principals shall pay the cash differential unless the employee chooses compensatory (paid) time off from work.
    v. All end of year off sight activities must meet APS requests for Field or Activity Trip Form.
    vi. All EAs in Special Ed programs with high-needs students will be paid a differential when a non-APS substitute teacher is present on an intermittent basis or if a long-term sub is unable to provide services to high-needs students. EAs must provide appropriate justification to the principal in this instance. This also applies when EAs are with high-needs students in other classes (i.e., elective, cross cat, etc.) when a non-APS substitute is present. 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.

c. Secretaries will be eligible for differentials when the principal is absent due to annual leave, sick leave, or a leave of absence, and there is not other administrator available in the administrator's/supervisor's place.
   i. Differential may only be claimed on days when students are on campus.
   ii. Clerical staff do not receive the differential for the absence alone and must provide evidence of work done.
   iii. Clerical staff may not be left 'in charge' at a school or work site or make administrator/supervisory decisions.
   iv. Clerical staff are entitled to the differential if an emergency arises and they are unable to contact an administrator or supervisor within thirty (30) minutes
   v. Administrators/Supervisors appoint a designee in their absence and leave contact information of who to contact in their absence. Clerical staff may not serve as the administrator's designee.
      a. Administrators/Supervisors shall create a plan with the clerical staff when they will be away from the office.
   vi. Clerical staff may receive the differential if asked to take the lead on projects.
      a. Only schools/worksites with one administrator or supervisor will be eligible to claim differential in the case of secretaries being asked to take the lead on a project.
   vii. Differential may not be claimed when the administrator or direct supervisor:
      a. Attends offsite training or meetings and can be contacted by telephone within 30 minutes.
      b. Is at lunch.
      c. Is in the restroom.

G. LANGUAGE TRANSLATION SERVICES

1. A bargaining unit member 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 of their classroom/job assignments.
2. 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 one half (1.5) times the employee's hourly rate per hour or a fraction of an hour.
3. The site administrator will not pull an employee from assigned classroom/job responsibilities regularly.
4. An employee will not provide written translation for official district documents including but not limited to IEPs and medical records.
5. 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.
6. An employee shall provide oral translation services for the entire workday when the employee, site administrator, and assigned teacher mutually agree.
7. 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.
8. 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.
9. The site administrator will seek volunteers. Seniority within the bargaining unit shall be the determining factor.
10. 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.

11. 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.

H. OPPORTUNITIES TO PLAN

1. EAs and Health Assistants shall be provided with opportunities to consult and plan with their cooperating teachers and nurses on a regular basis. Principals may require EAs to cover classes or perform other duties during the teacher's prep time.
2. Employees without prior knowledge or specific training for a new assignment shall be provided training when required within thirty (30) days of placement.
3. The immediate supervisor shall be responsible for arranging adequate training and support for employees within thirty (30) days of a training request.

I. REASSIGNMENT

1. The immediate supervisor will consult with the employee five (5) 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.
2. 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.
3. 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) workdays notification shall be given to the employee to secure representation. The employee shall appear with their Federation Representative unless they expressly disclaim representation by the Federation.

J. TRAVEL TIME

1. Travel time for employees who work in more than one (1) school located on any duty day shall be counted as part of the duty day.
2. 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.
3. 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.
4. The employee and the immediate supervisor, governed by applicable APS policy, shall mutually agree to any such use of the employee's automobile.
5. 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 IRS rate per mile in accordance with Privately Owned Vehicle (POV) reimbursement rates.

K. EVALUATION

1. 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.
2. The immediate supervisor is solely responsible for evaluating employees, including Health Assistants, and will do so by direct observation.
3. 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.
4. 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.

5. The Health Assistant's assigned nurse may also provide input, but the assigned nurse shall not use the employee's evaluation form or attend the evaluation.
6. If other district administrators, the Educational Assistant'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.
7. 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.
8. All employees shall be evaluated once a year. Probationary employees shall be evaluated two (2) times per school year.
9. Employee evaluations shall be completed by May 1 of each year.
10. 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 Human Resources. The employee may write comments on the evaluation.
11. 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.
12. The evaluation document will reflect a summary of prior communication to the employee regarding areas of needed improvement.
13. 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.

L. SENIORITY
1. Seniority shall be defined as all the time worked within AFCP bargaining unit positions and may be adjusted by the full length of any of the following: Absences in an unpaid status more than thirty days and not related to worker's compensation time loss or military duty, Peace Corps, US Public Health service, FMLA, or involuntary layoff.
2. Time in non-bargaining unit positions within APS when the employee returns to a bargaining unit position counts toward seniority with AFCP. Time away from APS employment when the employee is reinstated to a bargaining unit position within twelve months and has resigned in good standing also counts for AFCP seniority. Service is determined by the total length of employment with APS for purposes of leave accruals.
3. Seniority will be determined by the date hired into the AFCP bargaining unit.
4. Changing job classification within the bargaining unit has no effect on seniority.
5. Employees moving to part-time positions shall not accumulate additional seniority.
6. Time spent on extended leave shall not count for seniority purposes unless the extended leave is used for education leave.
7. A Student Transportation employee on FMLA will not lose their seniority and will return to their assigned route pursuant to FMLA guidelines.
8. Student Transportation employees who resign or who are terminated will lose their seniority and their route.

M. PERSONNEL FILES
1. There shall be one (l) file for each employee, which shall be maintained in the Human Resources
2. 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 Human Resources. 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.

3. Except as provided in No. 1 above, materials in school, regional 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.
4. No anonymous unsigned or second-party information may be placed in an employee's file.
5. 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.
6. 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 with a copy of such material upon request.
7. An employee with a reasonable request will be allowed to view the security camera footage from their bus. The employee must request an appointment.
8. GPS monitoring of an employee's location will be done regularly.
9. 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.
10. 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.
11. 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.
12. Everyone 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.
13. All employees in the bargaining unit will be given 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.

N. TRANSFERS/VACANCIES

1. A new hire may request a voluntary transfer. A voluntary transfer is a transfer initiated by the employee to request a transfer to another position in the bargaining unit. Employees, including new hires, 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:
    a. Under emergency circumstances as requested by the employee and approved by the Director of Human Resources.
2. Transfers can be held up to ten (10) days after the offer has been made.
3. 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.
4. 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, while 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.

5. Remedial action transfers for B Schedule employees are 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 ninety (90) 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 ten (10) 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.
6. 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.
7. 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.
8. 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.
9. 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 Human Resources 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.
10. 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.

11. 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.
12. 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 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 to explain the grounds for the proposed transfer. Such transfers shall be determined based on the district's needs.
    a. 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.
    b. Employees who are performing unsatisfactorily shall not be considered for administrative transfer.
    c. The immediate supervisor is required to meet with the employee who must be administratively transferred.
    d. The employee will be given the opportunity to apply for any vacancy and will indicate a preference as to assignment and location.
    e. Human Resources will notify employees of their assignments. After June 1, employees must accept the first assignment offered.
    f. Transferring from one position to another generally shall not be dependent on the availability of a replacement for the position being vacated.
13. Desire to be transferred to a work location closer to an employee's home shall be given consideration.
14. Administrative transfers and voluntary transfers shall be jointly considered. The assignment of administrative transfers shall have priority over all other placements.

O. SUMMER SCHOOL VACANCIES
1. 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.
2. Human Resources shall make available on the APS website all EA vacancies, including summer school positions. Human Resources shall publicly post vacancies occurring after the school year.

P. SUSPENSION/TERMINATION
1. 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.
2. Elements of Progressive discipline used to correct employee behavior or performance problems include:
    a. Verbal Counseling (Summary Memo)
    b. Written Notice (Directive)
    c. Letter of Reprimand
    d. Reprimand with Suspension
    e. Termination

i. Depending upon the severity of the infraction and/or the employee's prior work and discipline history, supervisors may choose to omit one, some or all the above steps

3. 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.
4. Employees employed on probationary status may be discharged or terminated with such action not subject to the grievance procedure.
5. 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.
6. 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.
7. 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.
8. 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 to secure representation. The employee shall appear with their Federation representative unless they expressly disclaim representation by the Federation.
9. 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.
10. 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 regarding 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 a public confrontation or disturbance created by an employee when the employee has refused a directive to retreat for a private discussion.

Q. ABSENCES/SUBSTITUTES

1. Whenever an employee is going to be absent, regardless of whether a substitute employee is required, the employee is required to enter the absence into the APS designated system for reporting absences.
    a. Such a call should be made before 6:30 a.m. on the day of the absence.
    b. An employee may also be required to notify the principal at the first work location of their absence.
    c. 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.
2. 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.

a. If the employee does not call, the substitute's employment will continue, and another day's absence will be charged against the employee.

3. 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.
4. The District shall make every effort to provide a substitute employee when necessary, during the absence of an employee.

R. REDUCTION-IN-FORCE (RIF)

1. A. If the District deems it necessary to initiate a reduction in the bargaining unit workforce, the following conditions shall apply:
    a. Layoff – The District shall determine the number and type of positions to be affected by the RIF.
    b. The District will attempt to absorb the necessary reductions through attrition and nonrenewal of short-term employees.
    c. Further reductions shall be governed by seniority as defined in Article 10, N. Seniority. For 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.
    d. The District shall maintain a list of laid-off employees.

S. RECALL

1. The District shall determine the number and types of positions to be affected by the recall.
2. 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.
3. 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.
4. 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.
5. Any laid-off employee not recalled within one (1) year of the layoff shall be considered terminated.
6. 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.

T. PROFESSIONAL DEVELOPMENT

1. During professional development 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. If no professional development is scheduled, employees shall complete SafeSchools trainings or access professional development opportunities found in PowerSchool.
2. 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 professional development:
    a. AFCP workshops for Classified Employees; and,
    b. Other qualified programs as designated by the District and AFCP.
3. 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.

4. There will be a seven (7) hour time limit maximum for career credit for HAs, EAs, CSLs, and CSs required for annual Safe School training that is mandatory for all District employees. Credit for all other mandatory or optional training will not be part of the (7) hour maximum and will be credited separately. Optional training must pertain to the employee's job duties.
5. Educational Assistants will be eligible to attend any Professional Development that may pertain to their job if space is available (i.e., curriculum training provided by APS).
6. All HAs, Family Liaisons and Redirectors will attend all mandatory meetings and PD provided by the district.
7. All Redirectors are required to attend health and wellness meetings.
8. All bargaining unit employees will receive in-person sexual harassment training. AFCP and APS Office of Equal Opportunity (EOS) will schedule the training.

U. REGULAR SCHOOL YEAR VACANCIES

1. 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 to fill said vacancies.

V. COMP TIME OFF

1. 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.
    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.

W. MISCELLANEOUS

1. A member of the union may be present for all interviews in the bargaining unit.
2. A meeting with a union representative shall be included as part of new employee orientation. APS will post the union contract agreement on the APS intranet for employee access
3. All bargaining unit employees will be granted up to 3 hours of time off to vote in both the Primary and General elections.
4. Any member of the bargaining unit required to give testimony or asked to participate in any court proceeding regarding work related legal issues may request Legal representation in attendance in all the above. Legal representation will be evaluated on a case-by-case basis with APS and AFCP approval.

Article 11: BENEFITS AND LEAVES

A. GENERAL PROVISIONS
   1. The language in this article applies to all members of the AFCP bargaining unit.
   2. 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.
   3. 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.
   4. 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. Except for emergencies, employees shall notify supervisors with two (2) weeks' notice of their intent to take an extended leave of absence.
   5. All leaves are based on the number of hours in the employee's duty day.
   6. Inappropriate use of leave with pay may be cause for disciplinary action including dismissal.
   7. Return from Leave
      i. An employee in a position with a work year of two hundred sixteen (216) days or less returning from any extended leave must file an 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 Human Resources 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.
      ii. 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 Human Resources. 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.

B. ASSAULT LEAVE
   1. Assault shall mean an act, which causes an injury.
   2. Any employee who is assaulted shall report the incident to the supervisor immediately, file a report of injury, and contact risk management.
   3. 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.
   4. In the event more than three (3) assault leave days are lost because of the assault, the employee shall submit to the immediate supervisor a physician's certificate attesting to the assault injury.
   5. Such benefits shall go into effect immediately.
   6. If therapy, because 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.
   7. 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.

C. FEDERATION LEAVE
   1. 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.
   2. The Office of Labor Relations shall approve all requests for Federation leave.
      i. 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.

ii. 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.

3. The Federation shall provide to the Office of Labor Relations a list of those Federation Representatives approved by the Federation.
4. During each year of this Agreement, the District will grant the Federation up to eighty (80) days of release time per year for Federation professional leave purposes.

D. BEREAVEMENT LEAVE

1. Bereavement shall mean death within the immediate family.
    i. Three (3) days leave with pay will be granted when a death occurs in the immediate family.
    ii. 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).
2. 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).
3. Bereavement leave is not cumulative nor is it deducted from sick leave.

E. COURT LEAVE

1. 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.
2. Leave with pay will not be granted to any employee whose absence from duty results from such employee bringing action against the District.
3. 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.
4. 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.

F. ILLNESS IN IMMEDIATE FAMILY

1. 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.
2. Serious illness shall mean:
    i. An illness where death is probable and may occur.
    ii. Surgery is performed requiring hospitalization; or,
    iii. An illness that requires treatment by a physician.
3. All requests for sick leave for a family will be addressed in accordance with the FLMA guidelines.

G. MILITARY LEAVE

1. Employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army,
2. 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:
    i. 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);
    ii. They satisfactorily complete duty of five (5) accumulative years or fewer.
    iii. They begin duty directly from employment with APS; and

iv. They apply for and are available for re-employment 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.
v. Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for hospitalized or recovering persons.

3. Performing duty, voluntarily or involuntarily, includes:
    i. Active duty, active duty for training, and initial active duty for training.
    ii. Inactive duty training.
    iii. Full-time National Guard duty.
    iv. Absence from work for an examination to determine a person's fitness for any of the above types of duty.
    v. Funeral honors duty performed by National Guard or reserve members; and
    vi. Duty performed by intermittent disaster response personnel for the Public Health Service, and approved training to prepare for such service.
4. 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.
5. 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.

H. PERSONAL LEAVE
1. 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.
2. 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.
3. Probationary employees are not eligible for leave under this provision until they have worked a minimum of six (6) months.
4. 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.

I. PERSONAL EMERGENCY LEAVE

Personal Emergency Leave may be granted to an employee to cover situations, other than personal illness or illness in the immediate family, which are beyond the control of the employee, and which would significantly impair the employee's job performance. A total of five (5) days of unpaid leave may be granted per year.

1. Application for such leave should be submitted to Human Resources at least five (5) school days prior to the commencement of the leave unless an emergency exists.

J. POLITICAL LEAVE
1. Political leave shall be granted to any regular employee in accordance with district policy.
2. Application for this leave shall be made in writing to the Superintendent.

K. PROFESSIONAL LEAVE
1. 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.

2. An employee will be required to file with the immediate supervisor a written report of the activities attended.

L. RELIGIOUS LEAVE
   1. Employees shall be granted up to two (2) days of leave per year for observance of recognized religious events.
   2. 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.
   3. The employee need not disclose religious beliefs verbally or in writing.
   4. An employee may convert one (1) day of sick leave to one (1) day of religious leave during the school year.

M. SICK LEAVE
   1. All employees are granted sick leave at the beginning of the contract year.
      i. 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.
      ii. 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.
   2. Unused paid sick leave hours to which an employee is entitled may be accumulated, not to exceed one thousand three hundred (1,300) hours.
   3. Earned sick leave will be prorated for late hires, midyear contract changes, leaves of absence, retirees, and terminations.
   4. Sick leave benefits used more than the employee's accrued hours will be taken without pay.
   5. A physician's certificate shall be required when an employee is:
      i. Absent for four (4) or more consecutive workdays.
      ii. Absent both on a Friday and the following Monday (or the next regularly scheduled workday).
      iii. Exhibiting a pattern of inappropriate and/or excessive use of leaves.
   6. 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.
   7. General Provisions
      i. In case of illness that exceeds sixty (60) calendar days, the employee shall submit a written notice to Human Resources 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.
      ii. When an employee is absent due to injury incurred during 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.

N. 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:
   1. 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.
      i. Employees on education leave shall accumulate time for the purposes of seniority.

ii. Prior to returning to employment after the leave, the employee shall submit a transcript or other official proof to Human Resources verifying the earning of no fewer than eight (8) hours per semester or fifteen (15) hours per year.
iii. Application for educational leave shall be made thirty (30) days prior to the commencement of the leave.
iv. Such leave may be renewed for up to one (1) additional year provided the employee is working toward teacher certification.

2. Parental leave
    i. Paid parental leave is a benefit that provides paid leave for an eligible employee to bond with their newborn, adopted child, or foster child.
        1. Employees with accrued sick and/or personal leave may first earn their full rate of pay for any accrued sick or personal leave days.
        2. A parental leave of absence for up to thirty (30) workdays shall be granted upon request for the purpose of childbearing and/or child rearing. Benefit entitlement for eligible employees consists of:
            a. Gross pay during this time will be forty (40) percent of wages.
            b. Accrual of sick and vacation time will continue while on paid parental leave status.
            c. Medical coverage shall continue to be available for the employee and any dependents under their current group insurance policy in existence at the time of paid parental leave. While on paid leave, the continued coverage will be provided on the same basis as available to the employee during employment; and
        3. Seniority of employees shall not be impacted by parental leave.
            a. The Parental Leave Benefit begins with any of the following qualified events:
                i. At the commencement of pregnancy for an expecting individual; or
                ii. On the date of the birth of the child; or
                iii. On the date of placement for adoption or prior to receiving custody, if necessary, in order to fulfill the requirement of adoption of a child aged eighteen (18) years or younger; or
                iv. On the date of placement for foster care of a child (excluding the adopting of a stepchild or partner's child) age eighteen (18) years or younger.
        4. Both parents are eligible for parental leave.
        5. Employees wanting to take this leave shall notify their assigned district leaves specialist in writing of their 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 their leave is to begin.
            a. For pregnancy and birth, either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of the child, whichever is applicable, shall be provided to the appropriate leaves specialist.
            b. For adoption and foster placement, supporting legal documentation of placement from an agency such as the Children, Youth, and Families Department, shall be provided to the appropriate leaves specialist.
        6. Approved parental leave must be taken in a continuous block of time within one (1) year of any of the qualifying events unless an intermittent schedule has

been preapproved and prescheduled by the site administration and leaves specialist. Any unused parental leave does not accrue.

7. Parental Leave is not available until the date of the qualifying event. For absences that occur before the date of the qualifying event, employees may use other types of time off for which they are eligible, such as personal, sick leave, or the Family Medical Leave Act (FMLA).
    a. Parental leave must run concurrently to the FMLA if the employee is eligible for FMLA.
8. An employee who is pregnant may continue in active employment as late into their pregnancy as they desire, provided they are able to properly perform their contractual duties.

3. Personal Necessity Leave
    i. 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.
    ii. Application for such leave shall be made to the Extended Leaves Office of Human Resources at least thirty (30) days in advance of the leave. Such a request must state the reason(s) for the leave.
4. Sick Leave
    i. 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.
    ii. Any request for leave must state the probable date of return and be accompanied by a verifying physician's statement.
    iii. If the leave was granted because of a work-related injury, the employee may request and shall be granted a one (1) year extension of this leave.
    iv. Before returning, the employee must submit a physician’s release.
5. 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.
    i. Eligibility:
        1. 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.
        2. All money contributed to the SLB is nonrefundable. THE
        3. 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.
    ii. Membership:
        1. 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.
        2. Part-time employees shall be eligible for benefits on a pro-rata basis.
        3. Once enrolled, membership will be for an entire school year.
        4. A request to withdraw from participation in the SLB must be submitted to the SLB
        5. 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.
    iii. Administration:

1. 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.
2. 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.
3. Claims are subject to a ten (10) day deductible (waiting period) for each eligible condition.
4. The deductible may be met using 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.
5. An eligible employee may apply to the SLB Committee for withdrawal of days consistent with guidelines established by the joint SLB Committee.
6. The SLB Committee will review all applications for withdrawal of days.
7. The decision of the SLB Committee shall be final and not subject to the grievance procedure.
8. The SLB Committee shall submit an operation report to the District and the Federation on an annual basis.

iv. Other Conditions:

1. Sick leave days from the SLB may be drawn only for those days of the school year as identified in this Agreement.
2. Employees on leave of absence are not eligible to participate in the SLB.
3. Employees on leave of absence are not eligible to enroll in the SLB until reinstated to active status.

6. 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, for the definition of immediate family.
   i. Such a request must be accompanied by a verifying physician's statement.
7. Additional General Provisions
   i. 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.
   ii. All requests for extended leave under this provision shall be submitted in writing to the Extended Leaves Office in Human Resources.
   iii. Benefits do not accrue during an extended leave of absence.
   iv. Time spent on extended unpaid leaves of absence under this provision shall not be counted for seniority purposes but shall not break continuous service.
   v. An employee returning from an extended leave must file an intent to return to the District no later than March 1.
   vi. An employee commencing a leave period on or after March 1 must notify Human Resources of intent to return to the District prior to the last day of the school year.
   vii. 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.

O. HOLIDAYS

1. A holiday chart is located on the APS website. Please refer to the APS Compensation page, under Contract and Reporting Dates.

2. 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 after 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.
3. 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 on 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 to establish eligibility for holiday pay.
4. When the employee is not scheduled for work on a holiday recognized in this Agreement, the employee will be required to report for duty on the workday before and the workday after the holiday, unless otherwise excused, to be eligible for holiday pay. In the event of illness on the workday before or the workday after the holiday, the employee will be required to furnish a physician's certificate attesting to the illness to be eligible for holiday pay.
5. Should a holiday fall on an employee's scheduled day off, it shall be observed on the scheduled workday immediately following or preceding such scheduled workday as determined by the District.

P. ANNUAL LEAVE

1. 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. Full-time employees working two hundred nineteen days will receive twenty (20) hours of annual leave per year at the 0.83 rate per pay period. 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.
2. 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 three (3) days 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.
3. 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.
4. Seniority shall govern annual leave preferences.
5. 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

Service in B Schedule. Employed	Annual Leave Step Days	Annual Leave Increments (Pay Period)	Total Annual Leave Increments In Hours	Total Annual Leave Equivalent Per Year In Days
0	10	3.34 hrs.	80.16 hrs.	10 days
1	12	4.00 hrs.	96.00 hrs.	12 days

2	14	4.67hrs.	112.08 hrs.	14 days
3	15	5.00 hrs.	120.00 hrs.	15 days
4	16	5.34 hrs.	128.16 hrs.	16 days
5	17	5.67 hrs.	153.09 hrs.	17 days
6	18	6.00 hrs.	144.00 hrs.	18 days
7	19	6.34 hrs.	152.16 hrs.	19 days
8	20	6.67 hrs.	160.08 hrs.	20 days
9	21	7.00 hrs.	168.00 hrs.	21 days
10 or more	22	7.34 hrs.	176.16 hrs.	22 days

Q. INSURANCE

1. 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.
2. 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.
3. 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.
4. Insurance Premium During Leaves of Absence:
5. 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.
6. 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.
7. Employees shall consult their group insurance booklet to determine insurance coverage during a leave of absence.
8. 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.
9. 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.
10. Employees who have not previously enrolled in a district insurance program will be accepted in any or all the district's insurance programs if 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.
11. During enrollment periods, employees shall be provided an explanation of programs and assistance in completing application enrollment forms.
12. Each employee participant in an insurance program shall receive a brochure outlining all the basic terms and conditions of the program.
13. The District will notify the Federation regarding any changes to existing insurance programs.

R. 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.

S. 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.

T. WORKERS COMPENSATION

1. 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.
2. 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.
3. Once an employee has reached Maximum Medical Improvement (MMI) or two (2) years of extended leave, whichever comes first, employment may be terminated.
4. An employee of the bargaining unit shall not be required to use their accrued leave balances to attend required provider appointments, physical therapy appointments, etc. when their absences are due to a workplace injury/illness. To be excused from work without using their accrued leave balance, the employee must provide their site supervisor documentation from the worker's comp provider detailing the number of follow up appointments.

U. STUDENT TRANSPORTATION EMPLOYEES PAID LEAVE OF ABSENCE AND ATTENDANCE

1. Sick Leave - Bus drivers and bus attendants accrue ten (10) sick days 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 to use sick leave.
2. Personal Leave - Bus drivers and bus attendants will accrue a total of three (3) 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.
3. 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.
4. 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 their 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.
5. Absence - Failure to attend work for one (1) workday is considered an absence.
6. 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.
7. 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.
8. Excessive absence - Excessive absence is 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: 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), twelve (12) unapproved absences (sick days or leave without pay), termination.
9. 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. For –2025 - 2026, the parties agree to an across-the-board base wage adjustment of four percent (4%) unless otherwise specified.
B. APS and AFCP recognize the importance of retaining qualified and experienced employees. The parties agree to an additional two percent (2%) wage adjustment for B, G1, G2, and H schedule employees who have been with APS for ten (10) years or more.
C. The parties agree to a one-dollar ($1.00) increase to SUV drivers base hourly rate.
D. The parties agree to a one-dollar ($1.00) increase to Bus Attendants base hourly rate.
E. Pay Schedules - See Appendices A - F.
F. It is mutually agreed by the District and AFCP that if any recurring money is found between these negotiations and the start of the 2026 negotiations cycle, the parties will return to the tables to re-open bargaining.
G. Compensation proposals will be made in a wage reopener after legislation has concluded on a yearly basis.
H. 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.
I. 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. .
    5. Additional proposed changes to CA pay, workday, work year, and/or bargaining unit shall be negotiated by the parties.
J. 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.
K. The B Schedule hourly rate shall be determined by the employee's length of service as a Secretarial/Clerical Employee.
    1. Ten $.10 cents have 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.

2. 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.
3. For those employees and those returning to the Bargaining Unit at a lower or higher grade-level,
    a. (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 of prior bargaining unit employment experience.
    b. (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 a three and one-half (3.5) percent increase to the current start rate of the appropriate level

designation of prior bargaining unit employment experience beyond ten (10) years.

a. 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 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. 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 or the current grade level starting rate, whichever is higher.

b. 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.

L. Promotions: Employees will receive a minimum of six percent (6%) for each level of movement or the new level start rate, whichever is higher. When the employee is brought to the new level minimum or six percent (6%) per level of movement and has Career Ladder and/or Longevity that will be added to the new base hourly rate.

M. 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.

N. 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.

O. Career Ladder (for B-Schedule employees): 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.

1. Employees who completed the prior CLP Level One received a one-time award of three hundred dollars ($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).
2. The District shall appoint someone in APS is responsible for working with the Federation on the planning and implementation of the Career Ladder Provision.
3. A CLP program shall be implemented, identifying post high school coursework and other coursework approved as providing training for bargaining unit members to enhance the skills, knowledge and work-related abilities of secretarial/clerical employees in the B Schedule. A record of classes taken (transcripts or coursework certificates) will be turned in by the CLP participant

to the Review Committee or designate. Find all forms related to the CLP under the Human Resources page on the APS website and on the APS Intranet site

4. 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.
    a. Employees who satisfactorily complete courses that are approved by the Review Committee will be reimbursed for tuition, book and fees, not to exceed a total of two hundred dollars ($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
    b. Employees who satisfactorily complete and/or are granted credit for at least fifty percent (50%) of the required credit hours for completion of the CLP 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).
    c. Employees who satisfactorily complete and/or are granted credit for all 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).
    d. 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 April15th of each year.
    e. 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.

P. Employees who teach Strategic Professional Development courses for the District shall be compensated at the employee's hourly rate of pay for planning and teaching time. . This must be pre-approved by the principal or supervisor.

Q. If there are qualified B schedule applicants, secretarial/clerical positions in summer school will be filled by B schedule employees currently employed by the District.
    1. An employee hired for summer school shall be compensated at their current hourly rate when working secretarial/clerical positions for summer school.
    2. B-Schedule Employees who are completing Summer School/Summer Learning assignments while on contract shall be compensated $60.00 (sixty dollars) per (3) three days for the Summer School/Summer learning work in addition to their differential.

R. 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 except for lunch.

1. 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 scrutinize the rate of the reimbursement payment. The parties shall address disputes of Article 9 on a case-by-case basis.

S. 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 one (1) additional personal leave days.

T. 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 more than 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.

U. 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.

V. 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 Human Resources and requesting an official transcript of credit hours completed be sent by the college to Human Resources on or before September 15.
2. 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 receives the documentation.
3. After documentation is received, the employee's pay will be adjusted accordingly.

W. 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 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.

X. 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 Human Resources.

Y. For every level an EA or HA advances, the pay shall increase by six percent (6%).

Z. For every level an 8-hour employee advances, the pay shall increase by four percent (4%).

AA. EAs employed for less than six and a half (6.5) hour duty day shall be compensated on a pro-rata basis.

BB. CAs shall be required to wear uniform apparel, which will be provided by the District.

CC. All employees working an entire school year will be paid in twenty-four (24) equal installments paid on the 10th and 25th of each month.
    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.

DD. 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.

EE. CSLs assigned to responsibility beyond their work year shall be compensated at the hourly rate, except as provided below.

FF. All hours worked in a regular work week more than 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.

GG. 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.

HH. Longevity shall be added to the employee's annual salary.

1. If there is a break in service longevity will not be added to the employee's hourly rate upon return to the District.

II. EAs, including HAs, will receive longevity allowance:

1. Three hundred dollars ($300) upon completion of ten (10) years of service as an APS EA.
2. Additional one hundred dollars ($100) upon completion of fifteen (15) years of service as an APS EA, a total of four hundred dollars ($400).
3. Additional one hundred dollars ($100) upon completion of twenty (20) years of service as an APS EA, a total of five hundred dollars ($500).

JJ. CAs will receive longevity allowance:

1. Three hundred dollars ($300) upon completion of ten (10) years of service as an APS CA.
2. 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).
3. 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).

KK. CSLs will receive a longevity allowance:

1. Three hundred dollars ($300) upon completion of ten (10) years of service as an APS CSL.
2. Additional one hundred dollars ($100) upon completion of fifteen (15) years of service as an APS CSL for four hundred dollars ($400).
3. Additional one hundred dollars ($100) upon completion of twenty (20) years of service as an APS CSL for five hundred dollars ($500).

LL. 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. This additional personal leave may be used and accumulated according to Article 11, Personal Leave.

MM. Bargaining unit employees may serve 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 may be paid if 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. Coaches of interscholastic sports in the senior high schools will receive a differential for the following assignments:

COACHING DIFFERENTIALS	
CREDIT FOR IN-DISTRICT EXPERIENCE: **6-10 YEARS - $500 OR 11 YEARS AND OVER - $1000**	
Differential Code Description	**Differential Amount**

CROSS COUNTRY – B/G	5,800
FOOTBALL	9,000
Assistant – V	4,500
Assistant – V	4,500
Assistant – JV	4,500
Assistant – JV	4,500
Assistant - F	4,500
Assistant – F	4,500
BOYS SOCCER	7,000
Assistant – JV	3,500
GIRLS SOCCER	7.000
Assistant – JV	3,500
VOLLEYBALL	6,000
Assistant – JV	3,500
Assistant C-Team	3,500
BOYS BASKETBALL V	7,500
Assistant – JV	3,500
Assistant – C-Team	3,500
GIRLS BASKETBALL V	7,500
Assistant – JV	3,500
Assistant C-Team	3,500
SWIMMING B/G V	6,000
WRESTLING V Boys	6,000
Assistant – JV	3,500
WRESTLING V Girls	6,000
Assistant – JV	3,500
CHEERLEADER Varsity	8,000
CHEERLEADER JV	4,000
DANCE/DRILL	8,000
BASEBALL V	7,000
Assistant – JV	3,500
Assistant C-Team	3,500
GOLF B/G V	3,000
SOFTBALL V	7,000

Assistant – JV	3,500
BOYS TENNIS V	3,000
GIRLS TENNIS V	3,000
BOYS TRACK V	6,500
Assistant – JV	3,500
Assistant – V/JV	3,500
GIRLS TRACK V	6,500
Assistant – V/JV	3,500
Assistant – V/JV	3,500
POWERLIFTING B	3,000
POWERLIFTING G	3,000

NN. 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.

OO. Upon termination of employment, the employee may receive up to 22 days' pay for unused annual leave per APS police. Employees may not use accrued leave to extend their last day of employment.

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 parent representative(s) of the school parent body recognized by the school, 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.

E. An AFCP union member shall serve on the school or job site Instructional Council (IC) and shall receive forty-eight (48) career ladder credit hours equal to three (3) college credits after attending all IC meetings during the school year.

F. If funds are available, the AFCP federation IC rep may be compensated.

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.
B. All complaints shall be addressed by the Risk Management Office in a timely manner.
C. 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.
D. 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.
E. 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 administrator, teacher or school nurse.
F. AFCP bargaining unit employees will not be required to secure students in personal vehicles. AFCP bargaining unit employees can only be expected to transport students to designated drop-off/pick up locations. Bus drivers and bus attendants are only required to secure students in APS buses and/or SUVs

ARTICLE 15: OPEN ROUTE POSTING

A. The District will attempt to maintain the full staffing of routes throughout the school year. 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 stop, 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 Student Transportation 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.
    1. All route times are estimated and subject to verification and change by management.
    2. Student Transportation 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.
    3. In the case of Student Transportation 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.

4. A “Manager’s Option” allows management to assign a Student Transportation employee to a route due to special circumstances with notification to the Federation as a courtesy.
5. Mechanics will be assigned to drive after the positions of dispatchers. Safety trainers, and routers have been utilized, except during specific times of year when those positions are required to remain in the office or when operational circumstances reasonably permit them not be assigned to routes.

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 will fill an open route for a minimum of three (3) months before being allowed to bid on another open route.
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 with 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 Student Transportation 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 Student Transportation 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 Student Transportation 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.
N. Standby/Activity Driver. Must have 3 months experience as a school bus driver to bid for a standby activity bus driver position.

1. Employees who are not Standby/Activity drivers, but due to other circumstances are required to be on Standby will be incorporated into a rotation ensuring that Hourly Drivers are sent out first followed by Standby/Activity employees and then followed by temporary Standby employees. If there are no routes to be covered then or no other work can be assigned the Hourly driver will be sent home.
2. If a Standby/Activity Driver and/or Attendant covers a route and the original driver and/or Attendant is out on a short-term absence, the same standby driver and/or Attendant will cover that route until the original driver returns to work. Management has the right to alter if needed.

O. APS Transportation SUV Drivers will transport students that live beyond the logistical ability of the district to assign a bus to that area. They will operate appropriately equipped Eight-Passenger SUVs. Starting pay will be $19.4480 per hour with a six (6) hour guarantee.
    1. APS will provide required training for correct license endorsement to be able to transport.

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 based on 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 signup 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.
I. 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 that 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. 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 with a copy of the APS Handbook for Student Success annually during the yearly startup meeting.

C. APS-Student Transportation shall provide guidance on “when” and “how” to address students who violate the standard of conduct on buses.

ARTICLE 18: STUDENT TRANSPORTATION SAFETY

A. All bus drivers/attendants shall follow and obey all APS and Student Transportation 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 always clean. Buses will be subject to random cleanliness inspections by the safety committee.
D. Bus drivers/attendants are to always keep a current seating chart for each of their schools on their buses. 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 always wear a safety vest 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. The vest design will be created collaboratively during Labor Management Committee meetings.
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. 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.
    a. Level 1: no injuries or death, damages to school bus/property less than seven hundred dollars ($700).
        i. 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
    b. Level 2: injuries, damages to school/bus property equal to or greater than seven hundred dollars ($700).
        i. 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.

c. 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.
    i. Disciplinary action for Level 3: Termination

O. Speeding Tickets Disciplinary Action
    a. First ticket: Verbal warning
    b. Second ticket Summary Memo
    c. Third ticket: Directive
    d. Fourth ticket: Directive with Written Reprimand
    e. Fifth ticket: Up RO ns including Termination

P. Two (2)-way radios are designed for official business only. No personal business is to be discussed over the radio.

Q. 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.

R. 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.

S. The District, in collaboration with the Union, will develop a plan for active shooter responses for school bus employees and student transportation facilities. Training will be provided at the start-up meeting at the beginning of every school year. A refresher class will be a part of each in-service meeting.

T. APS and AFCP agree to develop a working committee to establish student bus safety guidelines.

U. APS will supply a form for Student Transportation 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 19: CLOTHING

A. Employees agree to wear clean and professional clothing appropriate to their positions.

B. 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

A. All school bus drivers are to follow and obey the APS Student Transportation Fuel Card Policies and Procedures.

B. Bus tank levels should not fall below a half tank unless unexpected circumstances prevent a bus from being refueled.

C. All APS Transportation and authorized drivers are required to use the GSD/TSD contracted fuel credit card for authorized purchases.

D. 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.

E. 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.
F. 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.
G. Under no circumstance shall APS Transportation fuel credit cards be used for personal vehicles, even if using a personal vehicle to conduct state business.
H. 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-Student Transportation Labor Management meetings consisting of the local Federation site lead, assistant site lead, and APS-Student Transportation manager will be held on a biweekly basis.
   6. Management will provide an APS-Student Transportation organizational chart listing personnel titles and reporting structure.
B. The APS Technology Department-Labor Management meetings consisting of the local Federation leadership group and APS Technology management will be held monthly.
   1. Management will provide an APS Technology Department organizational chart listing personnel titles and reporting

structure.

C. The Health Assistants Committee shall consist of a minimum of two (2) representatives appointed by the AFCP President and two (2) representatives appointed by the District.
    1. 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.
    2. The committee also shall meet with principals and supervisors during the school year to discuss the Health Assistants' positions.

D. Changes to job descriptions that fall under AFCP's Bargaining Unit shall first be discussed and negotiated upon.

E. The Federation and District mutually agree to meet upon request to conduct job audits for job titles covered by the bargaining unit. Committees agree to meet within forty-five (45) days of the initial request from either party.

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

A. To maintain the highest possible standards of professionalism and to maximize the safety of the students in the District transports and its employees, the 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.

B. The District and employees shall take all reasonable steps to maintain a safe, healthful, clean, and neat working environment.

C. 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.
    1. Employees may be subject to a Post Offer Employment Testing (POET) to prove fitness for duty.
    2. 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.

D. If an employee is required to submit to a drug test, as per district policy, during the employee's normal work schedule, the employee shall be compensated at the employee's regular hourly rate, including travel time, to and from the testing center. Refusal to test will result in automatic termination.

ARTICLE 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, 2027.

B. If a successor Agreement is not agreed to and ratified by July 31, 2027, 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 –2026 - 2027 pay ranges shall be open for the negotiations for the 2026 - 2027 school year; the parties also agree to a midyear economic reopener to negotiate a 2025 - 2026 pay increase if the New Mexico State Legislature appropriated additional school funding for SY 2025 - 2026.
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

Danielle Gonzales, APS Board President Date:

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

Dr. Gabriella Duran Blakey, 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 Negotiating Team:
Kathy Chavez, Chief Negotiator
Cyndi Brault
Cindy Garcia
Pam Hueter Varelas
Dianne Johnson
Florentina Lopez
Lisa Rogers
Josh Romero
Tremayne Webb

APS Negotiating Team:
Dr. Valerie Hoose, Chief Negotiator
Rennette Apodaca
Royce Binns
Dr. Richard Bowman
Eev Ficklin
Johnna Moore
Rosalinda Montoya
Adriana Rangel

APPENDIX A: SCHEDULE G-1: EDUCATIONAL ASSISTANTS

G1 SCHEDULE

SCHEDULE	LEVEL	COLLEGE CREDITS HOURS	UNION	FLSA STATUS		MINIMUM START
EDUCATIONAL ASSITANT (189/6.5)						
G1	1	HS TO 7	YES	N	HOURLY	$20.5677
					ANNUAL	$25,000
G1	2	8 TO 24	YES	N	HOURLY	$20.9790
					ANNUAL	$25,500
G1	3	25 TO 42	YES	N	HOURLY	$21.3986
					ANNUAL	$26,010
G1	4	43 TO 60	YES	N	HOURLY	$21.8264
					ANNUAL	$26,530
G1	5	61 TO 90	YES	N	HOURLY	$22.2624
					ANNUAL	$27,060
G1	6	90+	YES	N	HOURLY	$22.7075
					ANNUAL	$27,601

INFORMATION

1. Hourly pay rates listed on the G-1 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-nine (189)-day work year and a six and a half (6.5) -hour workday.
5. Longevity allowances are listed in Article 12 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 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 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX B: SCHEDULE G-2 CAMPUS ASSISTANTS

SCHEDULE (192/8)	LEVEL	COLLEGE CREDITS HOURS	UNION	FLSA STATUS		MINIMUM START
CAMPUS SECURITY ASSISTANT						
G2	1	HS TO 7	YES	N	HOURLY	$20.5677
					ANNUAL	$25,000
G2	2	8 TO 24	YES	N	HOURLY	$20.9790
					ANNUAL	$25,500
G2	3	25 TO 42	YES	N	HOURLY	$21.3986
					ANNUAL	$26,010
G2	4	43 TO 60	YES	N	HOURLY	$21.8264
					ANNUAL	$26,530
G2	5	61 TO 90	YES	N	HOURLY	$22.2624
					ANNUAL	$27,060
G2	6	90+	YES	N	HOURLY	$22.7075
					ANNUAL	$27,601

INFORMATION

1. Hourly pay rates listed on the G-2 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 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 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 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX C: SCHEDULE H COMMUNITY SUPPORT LIAISONS

Level	College Credits	In-service Credits	Minimum Hourly Start Rates
1	HS-7	0-112	$15.00
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 H 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 one hundred and eighty-nine (189)-day work year and an 8-hour workday.
5. Longevity allowances are listed in Article 12 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 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 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX D: SCHEDULE J-2 BUS DRIVERS

YEARS OF EXPERIENCE, DRIVER

Years	Hourly Pay Rate
1-6	$26.00
7-8	$26.00
9-10	$26.2807
11-12	$26.9396
13-14	$27.6118
15-16	$28.3218
17-18	$29.0571
19-20	$29.8177
21-22	$30.6175
23+	$31.0221

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 drivers.
3. J-2 employees are classified, nonexempt hourly paid employees.
4. J-2 employees normally work a two-hundred and four (204) day work year.
5. 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 $3/hr. differential on top of normal rate.
6. SUV drivers will receive an additional $1.00 per hour.

EXPERIENCE RAISES

1. Each year, AFCP negotiates experience raises for APS-Student Transportation 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

	Hourly Pay Rate
J1 Bus Attendant	$17.1600
J2 Bus Driver	See Above
SUV Driver	$19.4480
J5 Maintenance Tech 2	$24.1020
J6 Maintenance Tech 3	$25.7088

Two hundred and four (204) Days/Hours reflect assigned routes as determined by management.

INFORMATION

1. Hourly pay rates listed on the 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 two hundred and four (204) day work year.

EXPERIENCE RAISES

1. Each year, AFCP negotiates experience raises for APS-Student Transportation 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	Minimum Hourly Rate
2	$15.00
3	$15.30
4	$15.60

Appendix G. K Schedule Employee Salary Schedule

Level	Minimum Hourly Rate
K1 Computer Operator	Starting Hourly Rate $15.00
K2 Technician Client Services Field Technician Service Desk	$22.7711
K4 Network Technician Team Leader Client Services Team Leader Help Desk	$25.2759
K5 System Admin ITS	$28.0562
K6 Analyst Network	$31.1424

MEMORANDA OF UNDERSTANDINGS

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

Professional Development

Professional Development (PD) for all bargaining unit members will be held within the PD days included in the school calendar schedule. PD for educators must be relevant to their professional job. AFCP and APS both agree to a working group of five (5) members per group to develop curriculum.

PD for B Schedule Employees should include but not limited to:

- Professional Writing: grant writing, business writing etc.
- Software Skills: Microsoft Office (Word, Excel, etc.) Google Office
- Soft Skills: Customer service, conflict resolution emotional intelligence.
- Finance: accounting, budgeting etc.

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

APS and AFCP agree to develop a working group to review B-schedule levels and job descriptions. Clerks and bookkeepers/secretaries do not have the same function. (This will be revised per job audits.)

Detailed job Descriptions separated for all job categories:

- Registrars
- Clerks I II III
- Attendance Clerk
- Records Clerk
- Bookkeepers
- Secretary
- Admin Secretary