THE
NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE
ALBUQUERQUE MUNICIPAL
SCHOOL DISTRICT NUMBER 12
AND THE
COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO, CLC
FOOD SERVICES UNIT

2024 – 2027

Communications Workers of America

Local 7070
3150 Carlisle Blvd. Ste. 202
Albuquerque, New Mexico 87110
Phone: 505-881-3528

Email: cwalocal7070foodservice@hotmail.com

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AGREEMENT

This Agreement made and entered into July 16, 2025 between the Albuquerque Municipal School District Number 12, County of Bernalillo, State of New Mexico (hereinafter referred to as the District), and the Communications Workers of America (hereinafter referred to as the Union).

WITNESS TO:
The parties hereto mutually agree as follows:

Article 1. Recognition

1. The District hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all regular Food Service full time and part-time District employees such as Class IV (Cooks/Baker) and Class I (General Helper), excluding Site Supervisors or Area Managers.
2. The employer recognizes the Public Employee Bargaining Act as the governing statue regarding CWA's exclusive representation of the above recognized employees.

Article 2. Collective Bargaining Procedure

1. Collective bargaining shall be conducted by authorized Bargaining Representatives of the District and the Union. The parties shall notify each other initially, in writing, of the names of their authorized Bargaining Representatives and thereafter of any changes which may occur. All such written communications from the Union shall be signed by the Vice President of the Union or designee.
2. The District and the Union shall be represented in collective bargaining meetings by not more than five (5) persons.
3. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The party requesting the meeting shall inform the other reasonably in advance of the subjects to be discussed. Negotiations shall be conducted in closed sessions.
4. It is the intention of the parties, with respect to the collective bargaining of future replacing agreements, to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

Article 3. Non-Discrimination

1. The District and the Union agree that each will not interfere with the rights of employees to join, or refrain from joining, the Union and agree that each will not in any manner, because of an employee's membership or non-membership therein, directly or indirectly discriminate against, interfere with, coerce, restrain, demote, transfer or discipline any employee because of such employee's status as a Union Member, Representative or Officer of the Local Union. Any grievance alleging a violation of this provision will be submitted directly to Step Three of the Grievance Procedure, Article 5.
2. Both the District and the Union agree that they shall not discriminate against any employee because of action taken by either party in processing grievances under the provisions of this Agreement.
3. In a desire to restate their respective policies, neither the District nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, disability, or sexual preference.
4. The use of masculine and feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations.

Article 4. Responsible District-Union Relationship

1. The District and the Union recognize that it is in the best interest of both parties, the employees, and the public that all relationships between them be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the District and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive Bargaining Representative of all employees in the unit.
2. Each party shall bring to the attention of the employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.
3. The Local Union will be permitted to insert in new hire orientation packets informational materials for the purpose of notifying the new hire of their rights under the provisions of the negotiated agreement as well as to permit the employee the opportunity to become a member of the Union. The Union will supply the materials to Food Services. The Local Union will also be allowed thirty (30) minutes of paid time to provide an in-person orientation.
4. Informational materials produced by the Union will be posted on bulletin

boards in each work area and be replaced yearly or as needed.

Article 5. Grievance Procedure

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to complaints arising with respect to wages, hours of work, or other conditions of employment. Conditions of employment not specifically expressed in this Agreement shall not be subject to Article 6, Arbitration.
2. Failure to submit a grievance within ten (10) working days following the discovery of the act or condition complained will constitute a forfeiture of the right to file. Any decision rendered in a grievance, filed within the time limits prescribed herein, shall be limited to the party (ies) on whose behalf the grievance was filed, unless otherwise agreed to by the parties. Should the District fail to respond to a grievance within the time limits expressed herein, the Local Union may proceed to the next level of the grievance procedure.
3. At the request of the Executive Director, or designee, Local Union representative(s) will be excused from duty, with pay, to represent an employee during investigatory or performance interviews. After a Local Union Representative has referred a grievance to the District for adjustment, the District will not initiate discussion of the matter with the employee nor adjust the grievance pending settlement with the Local Union or Union, respectively.
    3.1. When Local Union Representative requests to meet with Employees at the employee's worksite, in informal problem resolution, the Employer will not interfere with the employee or the Local Union representative in their discussions nor meet to dissuade with employees from meeting with the Local Union Representative. If possible, these meetings will occur during a time outside of serving and/or prep time.
4. Any written reply to a grievance made at any level which is not appealed to the succeeding level within the time limits provided shall be considered closed. By mutual agreement the parties may extend time limits expressed in this Article.
5. Nothing contained herein shall be considered as limiting the right of an employee to discuss or process his grievance as an individual. In such cases the Union shall be notified in writing by the District's Office of Labor Relations of any decision reached.
6. Any grievance initiated on behalf of the District shall be initiated by the Superintendent or his designee at Step Three.

7. When a grievance affects a group of employees, it may be submitted by the Local Union or Union at any level of the Grievance Procedure, subject to the approval of the District's Office of Labor Relations.
8. The District agrees to make available, upon written request of the aggrieved party (ies) and/or representative, all pertinent information not privileged, in its possession and control which is relevant to the issue raised by the grievance.
9. When an employee desires to have a grievance presented for settlement by the Local Union, such grievance shall be presented as outlined and settlement effected at any one of the steps indicated.
    - 9.1. **Step One**: A grievance will be first filed in writing by the employee and/or the Local Union Representative(s) with the employee's immediate supervisor within ten (10) working days following the act or discovery of the condition which gave rise to the grievance. Then, within five (5) working days following receipt of the grievance, a meeting shall take place between the employee's immediate supervisor, the employee, and/or the Local Union Representative(s), not to exceed two (2) Representatives to discuss the grievance. Within ten (10) working days following said meeting, the immediate supervisor shall give the employee and the Local Union Representative(s) a written response to the grievance. If in the opinion of the Local Union a satisfactory settlement is not obtained, a Local Union Representative(s) may:
    - 9.2. **Step Two**: Within ten (10) working days following receipt of the Step One response, appeal the grievance, in writing, to the Food Services Director. The Food Services Executive Director shall meet with the Local Union Representative(s) within ten (10) working days from receipt of the appeal. Following the meeting, the Director shall answer the grievance in writing within ten (10) working days. If in the opinion of the Union a satisfactory settlement is not obtained, the Union representative may:
    - 9.3. **Step Three**: Within ten (10) working days following receipt of the Step Two response, appeal the grievance, in writing, to the Office of Labor Relations which shall answer the grievance, in writing, within ten (10) working days following the date upon which a meeting was held to discuss the grievances. If in the opinion of the Union, a satisfactory settlement is not obtained, the Union Representative may within thirty (30) calendar days following the date of the written response proceed to Arbitration, Article 6.

Article 6. Arbitration

1. Any dispute arising between the parties with regard to the interpretation of any provision of this Agreement may be referred to Arbitration, in accordance with the procedure hereinafter set forth, provided:
    - 1.1. The procedure for the settlement of the grievance, Article 5, Grievance Procedure, has been exhausted; and
    - 1.2. Such dispute does not involve a provision of this Agreement which specifies that it is not subject to Arbitration; or
    - 1.3. Such dispute does not involve a matter in which the District is without authority to act; or
    - 1.4. Such dispute does not involve a case in which the determination of the matter is within the judgment or discretion of the District.
    - 1.5. In the event the employee has less than one (1) year of service with the District, terminations are not subject to arbitration.
2. Arbitration shall be conducted by one (1) person (the Arbitrator) who will be selected as follows:
    - 2.1. The parties may agree upon an Arbitrator.
    - 2.2. Alternatively, the parties shall jointly request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names from which the Arbitrator will be selected. The parties will strive to mutually agree upon the Arbitrator.
    - 2.3. 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 grieving party is required to strike the first name.
3. The Arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement.
4. The Arbitrator shall prepare and submit, in writing, to the District and Union a report and recommendation(s) within thirty (30) days after the conclusion of the hearing. The party to whom the recommendation(s) is directed must take official action on the recommendation(s) within fifteen (15) days upon receipt of the report from the Arbitrator.
5. The determination of the Arbitrator on matters set forth in this Agreement shall be final and binding.
6. The cost of services for the Arbitrator shall be shared equally by the District and the Union.
7. By mutual written agreement, the parties may extend the time limits.

Article 7. Access of Union Officials to District's Premises

1. Accredited Union Officers and/or Representatives not employed by the District shall have reasonable access to the District's premises for the purpose of conferring with the District's Representatives and observing conditions relating to grievances, provided that prior arrangement and approval is made through the District's Office of Labor Relations.
2. The Union has the right to conduct private Union meetings, set by the Union, at the work location prior to or after the workday.
3. The District's obligation under this Article shall cease upon fifteen (15) days written notice to the Union should the terms of the Leave of Absence be violated by the member on such Leave of Absence.
4. The Union agrees that it shall not request that a Leave of Absence be granted for a period of time when such absence would seriously affect the operation of the District.

Article 8. Union Leaves

1. Upon request of the Union, the District shall grant a Union Leave of Absence to Union members, provided that a written notice is given at least fourteen (14) days in advance. Such Leaves of Absence shall be granted:
    1.1. without pay;
    1.2. without loss of seniority;
    1.3. with eligibility to continue group benefits as contained in this Agreement, provided the employee maintains the premium cost;
    1.4. with guarantee of reemployment to the job vacated or one of equal pay.
2. Such leaves shall be for a specific period of time which was agreeable to the parties.
3. The District's obligation under this Article shall cease upon fifteen (15) days written notice to the Union should the terms of the Leave of Absence be violated by the member on such Leave of Absence.
4. The Union agrees that it shall not request that a Leave of Absence be granted for a period of time when such absence would seriously affect the operation of the District.

Article 9. Excused Absences for Local Union Duties

1. The Union will furnish the District, in writing, the names, and respective authorities of Local Union Representative(s) who have been designated to

perform duties of the Local Union.

2. Local Union Representative(s), upon request, shall be excused from work to:
   2.1. Confer with the District Representatives.
      2.1.1. Such time off shall be paid by the District and shall be considered as time worked. Paid time off covers the administration of the contract.
   2.2. Perform duties of the Local Union.
      2.2.1. Such time off shall be without pay and shall be considered as time worked.
3. Requested time off of one (1) day or less shall be requested as far in advance as practicable. Requests for absences of more than one (1) day shall be in writing and at least seven (7) calendar days in advance. The District agrees that it will grant such time off, provided that such absences do not seriously affect the operations of the District.
4. The District will grant the Communications Workers of America Union, Local 7070, up to two hundred (200) hours of release time per year for professional Union leave purposes, provided that overtime will not be incurred. Requests for such leave shall be made by the Local Union President in writing to the Executive Director of Food Services. Each request shall include the dates requested, the affected employees, and the reasons for the leave. No individual employee shall be granted such leave for more than four (4) consecutive days. Granting of the leave shall be up to the discretion of the immediate supervisor. The Union will bring any complaints regarding the matter to the attention of the Office of Labor Relations. Such leave time may be taken in increments of one (1) hour or greater.

Article 10. Conducting Union Business on the District's Premises

1. Neither the Union, the Local Union, nor any employee shall conduct Union business on the District's premises except:
   1.1. Solicit Union membership during non-assigned working schedules of all employees involved in the conversation.
   1.2. Collective bargaining or conferring with the District's Representatives or the observation of a condition related to a grievance.
   1.3. The distribution of Union or Local Union material such as but not limited to papers, leaflets, handbills, or literature may be made by the Union or Local Union on the District's premises at points which the District may designate.
   1.4. The District agrees to provide reasonable space for the posting of notices of the Union or Local Union. No notice shall be posted unless advance approval is obtained from the District's Office of Labor Relations.

Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in material to be posted.

2. Conversation(s) relating to the Union or Local Union and its activities shall not be prohibited, provided however, that such conversation(s) do not interfere with their job duties.
3. The Union may use the employer's email systems or other similar communication systems for union business.

Article 11. Payroll Deductions - Check Off

Dues Deductions

1. In accordance with the provisions of this Article, the District agrees to deduct from the wages of employees in the bargaining unit periodic Union dues on the basis of a properly executed authorization to make such deductions, on a form of which a copy is attached to this Agreement and identified as "Exhibit A."
   1.1. The employer will process all properly executed authorization forms in a timely manner.
2. The amount of the deduction to be made from each employee's wages will be certified, in writing, to the District by the Secretary-Treasurer of the Union. In the event Union 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 Secretary-Treasurer of the Union.
3. The District will temporarily cease individual deductions when:
   3.1. the employee is temporarily transferred out of the bargaining unit for a period of more than two (2) months, unless it is into another CWA bargaining unit;
   3.2. the employee is on leave of absence without pay.
   3.3. Deductions to resume if employee returns.
4. The District agrees to stop individual deductions when:
   4.1. the employee is transferred out of the bargaining unit, unless it is into another CWA bargaining unit;
   4.2. the employee is no longer in the employ of the District;
   4.3. the employee gives notice to the Union by signing a letter during the two weeks prior to July 1, which will request that the employee's dues deduction authorization be revoked, to become effective July 1. The original letter will be sent to the Payroll Department for processing. Processing will occur within thirty (30) days of receipt of the letter.
   4.4. Deductions to resume if employee returns.
5. Such deductions will have priority over all others, except those which are required by law.

6. The District agrees to make two (2) deductions per month from the wages earned by each member and remit same to the Secretary-Treasurer of the Union within two (2) weeks following the second deduction of the month. Such remittances shall be accompanied with the information specified in Article 26, Information and Notices, of this Agreement.
7. The District agrees to assume the cost of making such deductions.
8. The Union agrees to indemnify the District and hold it harmless from all claims, damages, costs, fees, or charges of any kind, except as provided above, which may arise out of the honoring by the District of dues deduction authorizations in accordance with the provisions of this Article and the transmitting of such dues deductions to the Union.
9. The District must provide the following bargaining unit information within ten (10) days for new employees and three times per year for all employees (August, January, and May): name; job title; work location; work, home, and cell phone; work and home email; and home address.

PAF (Political Action Fund) Deductions

1. The District shall honor separate additional voluntary deduction authorizations for the Union's Political Action Fund (CWA-PAF). The standard form to be used following the execution of this Agreement shall be attached as Exhibit B to this Agreement.
    1.1. The District will remit the authorized amount upon a properly executed written authorization on the approved form. Such authorization must be submitted ten (10) days prior to the beginning of the pay period for which the action is to become effective. If the employee does not receive pay sufficient to support a deduction in any pay period, the District will not be required to retroactively deduct in any subsequent pay period.

    It is specifically understood and agreed that the District assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CWA agrees that it will indemnify and hold the District harmless for any claims, judgments, actions, or proceedings made or brought by any employee covered under the CWA Bargaining Agreement arising from deductions made by the District pursuant to this Article or the expenditure of such funds by CWA.

    After deductions are remitted to the Union, the disposition thereof shall be the sole and exclusive obligation and responsibility of CWA.

    Employees may revoke the PAF deduction at any time. Such revocation must contain the employee's signature. It is the employee's

responsibility to submit the original to the Union. The Union will sign the document and have the employee submit the request to the Payroll Office.

1.2. An employee shall specify the amount, if any, of additional authorizations for the CWA-PAF program.

1.3. All funds collected and distributed to the Union as dues deductions shall not be co-mingled with any funds collected and distributed to the Union as CWA-PAF deductions.

Article 12. Movement of Personnel

1. The District will endeavor to fill permanent job openings following a RIF or Layoff by giving first consideration to promoting employees from lower rated classifications in the bargaining unit when such employees have the required qualifications to perform the work. All adjustments to the work force will be initiated and made by the District in accordance with this Article.
    1.1. The Department of Human Resources shall give written notification to each employee who has filed a Job Bid Application Form of his/her selection or rejection for the job vacancy for which he/she has applied with a copy of each selection notification distributed to the Local Union. The successful applicant will be placed in the position within ten (10) working days of the notification of selection. In the event the District is unable to place the employee in the new position within ten (10) working days, the employee will receive the commensurate new wage rate from the day they are notified of their selection.
2. Lay-offs. When a lack of work exists and it becomes necessary to reduce the work force, employees shall be selected as surplus in the inverse order of their seniority from the classification and shall be considered for placement to another job for which the employee is qualified to perform efficiently within a reasonable training period in the order of the following successive steps:
    2.1. on vacancies in the employee's classification,
    2.2. displace in the employee's classification another employee who has the shortest seniority and further provided that the surplus employee has more seniority than the employee to be displaced. If the employee is not thus placed, then
    2.3. in the next lower classification and in the same manner in successively lower classifications.
    2.4. A surplus employee who cannot be placed in accordance with the above shall be laid off. However, employees subjected to layoff shall not suffer any loss of seniority, provided the employee returns to work

within a six (6) month period.

2.5. A surplus employee may elect to fill a vacancy in a lower classification or be laid off.

2.5.1. "Must hire" process

2.5.1.1. In the event that insufficient appropriated funding to work locations within the District results in the displacement of bargaining unit employees, the District will assign employees as "must hires."

2.5.1.2. Employees will be offered placement in openings within their job title and classification nearest the location from which they were displaced. Seniority will determine priority in placement. The employee may choose an alternate vacancy in the event of multiple vacancies. A list of all job placements will be provided monthly to the Union. If there are no vacancies in the employee's job title, the employee may choose to enter another job classification for which he/she is qualified to perform. In accordance with Article 15, paragraph 3, if there is a vacancy in a higher classification, the employee may apply in accordance with Article 12, paragraph 4.

2.5.1.3. When the District declares a "hiring freeze" to all outside personnel, all vacancies will be open to transfer until they are filled. Jobs will be posted for current employees. Once it has been determined that there is an internal "qualified" applicant, the vacancy will be filled in accordance with Article 12, paragraphs 3 and 4.

2.5.1.4. This section gives direction only to displaced employees by creating an end of month summary of job placements and establishing a process by which positions are offered.

3. Vacancies. After paragraph 2 above has been applied and a vacancy exists within the bargaining unit, the District shall post on-line such job vacancy for a period of one (1) week during which time employees interested in filling the vacancy shall fill out an on-line application Form.

4. Transfer/Advancement. The District shall select an employee from those possessing the same classification and required qualifications to perform the work involved and who have made their desires known in accordance with paragraph 3 of this Article. When qualifications are met, seniority shall govern

in such selections. In determining the qualifications of an employee for movement into a classification, the District shall consider the employee's skill to perform under the classification and the employee's demonstrated ability on the present job assignment.

4.1. In the event that no employee, in the same classification applies for the vacant position, the Employer may select another employee possessing the required qualifications to perform the work involved and who have made their desires known in accordance with paragraph 3 of this Article. When qualifications are met, seniority shall govern in such selections. In determining the qualifications of an employee for movement into a classification, the District shall consider the employee's skill to perform under the classification and the employee's demonstrated ability on the present job assignment.

5. Each employee transfer/advancement shall be provided an orientation period on the job, not to exceed three (3) months. In the event the employee fails to perform the job satisfactorily, the District will return the employee to the employee's former job. Should the former job no longer exist, the employee will be placed on another job of equal pay which the employee is qualified to perform.
6. The District may hire when a job vacancy cannot be filled in accordance with the provisions above, subject to the provisions of paragraph 8.
7. The District shall maintain a list of laid-off employees. Qualified laid-off employees shall have first priority by seniority before hiring new employees is utilized.
    7.1. The District’s obligation to recall a laid off employee shall cease when the employee does not respond and report within ten (10) days after certificate of receipt of written notification which has been sent by U.S. certified mail, return receipt requested, to the employee at that employee's last known address to return to work.
    7.2. Any employee who has not been recalled within six (6) months of layoff shall be considered terminated.
8. When it is anticipated that a temporary vacancy will extend beyond eight (8) weeks, it shall be filled in accordance with the provisions of paragraph 4. During the interim period, the vacancy shall be filled on a temporary basis from among the employees of the affected work location when possible and those employees who have expressed a desire to transfer in accordance with paragraph 2 above. The temporary vacancy shall cease to exist on the return of the employee for which the temporary vacancy was established. Employees filling such temporary vacancies shall return to their former classification.
9. It is understood that the use of temporary or non-regular part-time workers, not

covered by the provisions of this Agreement, should not be used to perform work currently performed by bargaining unit employees to the extent that it would cause a reduction in the number of hours regularly worked by bargained for employees.

10. Equalization. When the re-allocation of a General Helper (Class I) or Cook/Baker (Class IV) employee needs to occur because of the staffing formula based on meals served, this will be known as "equalization."
    - 10.1. Equalization will occur when there is over staffing in schools based on the expected trays per employee hour (TPEH) and average daily participation (ADP) and the comparison to similar schools with similar ADP.
    - 10.2. Equalization may occur anytime during the school year when necessary to have equalization within the District.
    - 10.3. Equalization is not a layoff or a transfer of work to non-bargained employees.
    - 10.4. Volunteers will be asked to transfer first and will be placed on a "Priority Transfer" list. If there are no volunteers, transfers will be identified based on least seniority. Those workers in schools that are overstaffed will be given a choice of transferring to schools that are understaffed. Only one second placement opportunity will be allowed should another school open up in a two (2)-month period. The employee must notify FANS Human Resources if they see another school on the vacancy list of interest to them. If the employee has been in the new position for over two (2) months, they will be eligible to bid for open positions.
    - 10.5. The "Priority List" will be updated as needed and provided to the Union when updated.
    - 10.6. Area Managers will notify the site supervisor and employees that their school site will be going through an equalization change. Employees will be asked if any employee would like to volunteer for a transfer prior to notifying the least senior employee at the overstaffed school site. Employees transferring will be given a one (1) week notice before transferring to a school with available openings. If the vacancy is not a desirable location to the employee, the employee will be eligible to bid for open positions within FANS.
11. Equitable workloads. No employee is expected to perform two (2) jobs fully on any given day. In the event of short staffing because of absences, the employer will remedy the situation by offering adequate time, changing menus, using substitutes, etc.
12. The employee's workload will be addressed without disciplinary action. The

Union and the District will meet to resolve any workload issues that occur due to vacancies that exist in the District.

Article 13. Seniority Probationary Employees Automatic Termination

1. An employee's seniority with the bargaining unit shall be a composite of the following periods of time:
    1.1. employee's present continuous period of employment;
    1.2. any previous period of employment provided the interruption of employment did not exceed one (1) year;
    1.3. layoff periods which did not exceed six (6) months in duration;
    1.4. all periods of leaves of absence which have been approved by the District.
2. An employee shall be considered probationary for the first six (6) working months of employment.
    2.1. During such probationary period, an employee may be terminated. Such termination shall be subject only to the first step of the grievance procedure. All other provisions of the Agreement shall apply during the probationary period except as provided herein.
3. An employee's employment status with the District shall automatically be terminated when:
    3.1. The employee fails to report for work for a period of three (3) consecutive working days and notification was not given to the employee's immediate supervisor during such absence, except when it is determined that the circumstances of such absence were justified and precluded giving notification.
4. Suspension and Disciplinary Action
    4.1. A non-probationary employee may be terminated, suspended, or disciplined only for just cause. The employee shall be notified of the action, in writing, and the reason(s) therefore and shall have the right to file a grievance as provided in Article 5. The primary purpose of discipline will be used whenever appropriate to correct performance or behavior, beginning with a summary memo.
    4.2. Any employee suspended shall be suspended with pay until determination of the action to be taken is made. If it is determined, following the investigation, that loss of pay to the employee is warranted, reduction in pay shall become retroactive to the first day of suspension.
    4.3. An employee who has completed one (1) year of employment with the District may be terminated only in accordance with state law.

5. Investigatory Meetings and Pre-Discipline
    5.1. Whenever the Employer conducts an investigatory interview with an employee, which the employee reasonably believes could result in discipline, the employee shall have the right to request a Union representative to be present.
    5.2. Employees will be notified that they are entitled to a Union representative when a meeting regarding potential disciplinary action is scheduled.

Article 14. Work Schedules

1. Daily work schedules shall be as follows:
   Full time employees – 6.5 (six and one-half) hours minimum
   Part-time employees – 3.5 (three and one-half) hours minimum
2. FANS will create a prepping/serving/cleaning training program that will be implemented contingent upon CWA approval. Upon completion of the training, employees must complete the daily job duties assigned within their daily work-scheduled time and prior to each meal session time. Reasonable time will be allotted for each duty as agreed upon by APS FANS and CWA.
3. All employees will have the same option as presently provided concerning receiving a nonpaid thirty (30) minute duty-free lunch period or waiving the thirty (30) minutes for a fifteen (15) minute paid duty-free lunch period. Each employee shall make this option once each year per work location and shall sign documentation acknowledging agreement.
4. One (1) paid, duty-free rest period of fifteen (15) minutes will be provided to each employee who is assigned six (6) hours of work. Two (2) paid, duty-free rest periods of fifteen (15) minutes will be provided to each employee who is assigned eight (8) hours of work.
5. The District will ordinarily schedule duty free rest periods in the middle of working periods which may be staggered to permit maximum job efficiency.
6. A work week for the purpose of determining a payroll period shall be Saturday through Friday within which employees shall be scheduled five (5) consecutive workdays beginning on Monday. When six (6) consecutive days are worked they shall be considered to fall within the same work week.
7. A night shift is one in which an employee's scheduled hours fall wholly or in part between the hours of 6:00 p.m. and 6:00 a.m. An employee assigned to such hours shall be paid a night shift differential for all hours worked.
8. In the event of scheduling additional hours because of program additions or changes, the determination of which employee receives extra hours will be

based first on those who volunteer from the same site location for the extra hours and then seniority. If there are no volunteers from the site requiring the additional hours, then the employees at the nearest school will be offered the opportunity to work the extra hours.

9. Summer Hours are based on volunteer signup and classified as Class IV in the Central Kitchen and Class I and Class IV at school sites. If there are more employees who wish to work summer hours than positions, employees will be selected based upon seniority. Hours worked between the end of the school year and the beginning of the new school year are guaranteed 3.5 (three-and-one-half) hours per day on the days that the site is operational. Employee requests for time off during the summer will be granted unless it is excessive.

Article 15. Wages and Allowances

1. It is agreed by the parties that the wage rates set forth below shall become effective as of July 1, 2025, and shall be assigned to all employees of the unit who are actively employed on the date this Agreement becomes effective.
   1.1. Wage rates identified as Start Rate will be assigned to probationary employees only. Upon completion of the initial six (6) month probationary period, the employee assigned to the start rate will automatically progress to the six-month hourly rate within their classification.
   1.2. For the fiscal year 2026, there will be a five percent (5%) base wage increase across the wage schedule effective July 1, 2025 .
   1.3. In the event additional revenues are realized by the District and prior to any distribution of these revenues, the parties shall reconvene to determine whether any such additional revenues can be applied to Union bargaining unit employees.
   1.4. When employees are meeting with management, it will be paid and considered time worked for the purposes of computing overtime.
2. For the purpose of administering its wage practices, the District will assign employees to one (1) of two (2) classifications (Class I and Class IV) in accordance with the major skills, responsibilities, and efforts required to be performed by the employee assigned to such classification.
3. Promotions
   3.1. A promotion from Class I to Class IV with less than six (6) months will move the employee to the start rate of Class IV.
   3.2. A promotion from Class I to Class IV with more than six (6) months of service time, but less than five (5) years, will start at Class IV six (6) month hourly rate.
   3.3. A promotion from Class I to Class IV with five (5) years or greater service

will receive a fifteen percent (15%) increase from the employee's current hourly rate.

4. Downgrades
   4.1. When an employee fails to perform in the new job title, or chooses to retreat, the employee shall be returned to the former job consistent with Article 12, Movement of Personnel.
   4.2. When an employee is downgraded from Class IV to Class I:
      4.2.1. the employee's previous Class I rate will be reinstated;
      4.2.2. or the six (6) month hourly rate, if eligible, will be reinstated;
      4.2.3. and will include longevity increases or certification pay, if eligible; whichever is greater.
5. When an employee is temporarily upgraded to a Cook/Baker (Class IV), the employee will receive an additional one dollar and eighty cents ($1.80) per hour for all hours worked for the period of temporary assignment.
6. When an employee is assigned as a lead person, that employee shall receive a differential allowance of one dollar and twenty-five cents ($1.25) per hour in addition to the employee's classification wage rate.
7. Employees assigned to a night shift will receive differential allowance in the amount of one dollar and twelve-and-a-half cents ($1.125) per hour.
8. Each employee who has completed five (5) years of service with the District shall receive a longevity allowance of fifteen cents ($0.15). per hour and an additional fifteen cents ($0.15) for each additional year of service, thereafter, built into their base wage.

Longevity Chart

Five (5) year mark	$0.15
Every year after year five (5)	$0.15

CAFETERIA (C-SCHEDULE) STARTING RATES Effective July 1, 2025

CLASS I	START
STARTING HOURLY RATE	$15.50
SIX (6) MONTH HOURLY RATE	$17.00
CLASS IV	START
STARTING HOURLY RATE	$17.30
SIX (6) MONTH HOURLY RATE	$18.80

There are no part-time Class IV employees

9. When an employee is required to use the employee's personal vehicle for travel between job locations during the employee's work schedule, a mileage allowance will be paid to such employee in accordance with the IRS rates. Employees will only be required to use their personal vehicle to travel to schools within the cluster they are assigned to and/or within a five (5)-mile radius outside of their assigned work location East Mountain and Corrales schools are the exception to the five-mile radius provision. Employees will not use personal vehicles for transportation of food.
10. Uniforms and/or safety apparel required by the District and or law such as, but not limited to foot protection, insulated freezer gloves, coats, and glasses, which shall assure the employees' safe performance of their job duties shall be provided to employees by the District no cost to the employee; and the District shall assume responsibility for their purchase, replacement, and maintenance.
11. Employees will be required to wear such uniforms, safety apparel, etc., on the job. Each employee shall receive four (4) shirts annually.
    11.1. At the start of the school year, if the Employer does not provide uniform shirts, the Employee will follow the District Dress Code.
    11.2. Employees on Thursday will be allowed to wear shirts that bear the Communications Workers of America Union logo as long as it does not exceed three and one-half (3-1/2) inches in diameter.
12. For all employees, except substitute or temporary employees, the District will provide an allowance/voucher of one hundred and ten dollars ($110.00) per year, or on an as needed basis, for the purchase of approved safety/work shoes at an approved vendor. Employees shall pay any cost over the allowance/voucher amount. Any amount under the allowance/voucher can be used for laces, inserts, and/or socks. New hires will receive shoes thirty (30) days after their start date. Returning employees will receive new shoes on September 15th or January (first workday after Winter Break), depending on their previous shoe distribution date. CWA will provide input to the Food Services Department regarding the selection of approved shoes for this allowance. Employees shall be offered a choice of at least two types of non-slip safety shoes in future procurement cycles. Any dispute between the employee and the immediate supervisor as to the condition of safety shoes or the appropriate apparel will be reviewed by the Local Union President and the Executive Director of Food and Nutrition Services.
13. Each employee will be paid two (2) times per month. They will be paid on the 10th of the month for any work performed between the 16th and last day of the preceding month and on the 25th of the month for any work performed between

the 1st and 15th of that month provided payroll deadlines are met by the employee. Dates may be adjusted for seasonal breaks (i.e., Winter Break, Spring Break) when the District offices and schools are shut down, however in no case will employees wait more than ten (10) days from payroll close to be paid.

13.1. However, when payday falls on a holiday, employees shall be paid on the workday immediately preceding the holiday.

13.2. The annual calendar of pay periods and pay dates will be posted at each location. An employee will be provided with a copy upon request.

Article 16. Overtime

1. It is recognized by the parties that the needs of the operation may require overtime. The amount of overtime and the schedule for working such overtime will be established by the District. The District, in scheduling overtime work, will distribute it as evenly as possible among employees engaged in the classification and work location involved. Overtime shall be distributed among employees on the basis of the least amount of overtime offered and seniority. Hours assigned to employees beyond their regular minimum work schedule will be distributed on the same basis as overtime.
2. A record of refusals shall be kept and each refusal credited as overtime worked. Such records shall be available to the Local Union upon request.
3. Overtime records shall commence on the effective date of the Agreement and continue throughout its duration.
4. Overtime Computation

4.1. Pay at time and one half (1.5) shall apply to authorized time worked in the following instances:

4.1.1. in excess of eight (8) hours within a twenty-four (24) hour period;

4.1.2. in excess of forty (40) hours in one (1) workweek.

4.1.3. for food services performed beyond the normal scheduled school meal program, employees shall receive a minimum of two (2) hours pay including travel time.

4.1.4. on Saturdays.

4.2. Pay at double time (2) shall apply for all authorized time worked in the following instance:

4.2.1. on Sundays.

4.3. Pay at time and one half (1.5) in addition to a day's pay shall apply to authorized time worked for holidays recognized in this Agreement.

4.3.1. Work not performed due to the observance of a holiday recognized in this Agreement shall be considered as time worked in the computation

of overtime.

Article 17. Pay Treatment for Absences

1. An employee shall be granted time off from work and shall receive, in accordance with the provisions of this Article, pay for such absences at the employee's straight time rate consistent with the employee's assigned schedule when the following occur:
   1.1. An employee is summoned for jury duty or to testify as a witness (not as a plaintiff or defendant) in a court case or administrative hearing. The employee is required to present to the Site Supervisor the court order requesting the employee's presence. Money received for jury duty during the employee's work schedule, except that paid for mileage and/or subsistence, will be submitted to the Business Office.
   1.2. An employee is required to be absent due to quarantine imposed by a duly constituted health authority. Absence will be charged against sick leave.
   1.3. An employee is absent, not to exceed three (3) days, due to a death of an employee's family member. Two (2) additional days will be granted where round trip travel is six hundred (600) miles or more. Family Member is a person who is a spouse, domestic partner, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother or brother-in-law, sister or sister-in-law, grandparent, grandchild, niece, nephew, aunts and uncles of the Albuquerque Public Schools employee. Family members shall also include any individual residing in the employee's household. This definition applies to bereavement leave in Section B and the District's nepotism procedural. This leave is not cumulative nor is it deducted from an employee's sick leave.
   1.4. An employee is absent, not to exceed three (3) days, due to critical illness in the employee's immediate family. Critical illness is defined as an illness where death may occur; surgery is performed requiring hospitalization or an illness requiring treatment by a physician. Verification of the illness by the physician may be required.
   1.5. An employee who is a member of the organized units of the Army or Air National Guard, the Army, Air Force, Navy or Marine reserves and is ordered to active duty. Payment is not to exceed fifteen (15) days.
   1.6. Each employee (other than probationary) will be granted one (1) day each year for personal business, provided the employee gives three (3) working days advance notice to the employee's immediate supervisor (except in emergency situations) and the absence is excused in advance by the immediate supervisor. In the event the personal business day is not taken, it

will be accumulated with the employee's sick leave balance.

1.7. Employees are granted ten (10) days of sick leave at the beginning of the contract year. Employees that work a six and one-have (6.5) hour schedule will be allotted sixty-five (65) hours; a three and one-half (3.5) hour schedule will be allotted thirty-five (35) hours.

1.7.1. Unused paid sick absence days to which an employee is entitled may be accumulated; however, such accumulation shall not exceed two hundred (200) days recorded in hours for which paid personal illness and injury absence may be taken.

1.7.2. A physician's certificate may be required when an employee is:

1.7.2.1. absent for three (3) or more consecutive days;

1.7.2.2. absent both on a Friday and the following Monday;

1.7.2.3. absent the day before or the day after a holiday period, not to include the use of a preapproved personal day;

1.7.2.4. when a clearly identifiable pattern of misuse or abuse occurs

1.8. When an employee is absent due to illness or injury incurred during the course of the employee's 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 District from the employee's accrued sickness absence benefits.

Article 18. Holidays

1. Holidays observed by this bargaining unit include the following: Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, the day after New Year's Day (Observed), Martin Luther King, Jr Day, Presidents' Day, the Vernal Holiday (Friday before Easter), Memorial Day, and Juneteenth (for employees working during the summer).
2. When an employee is scheduled to work on the holidays observed, the employee shall be paid in accordance with Article 16, Overtime, for the employee's normal daily schedule.
3. 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, in order 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 in order to be eligible for holiday pay.
4. 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.

5. Normally the District shall not schedule school classes on holidays observed in this Article. However, in the event it becomes necessary for the District to schedule school classes on such holidays, such days shall be considered as regular workdays, and all employees will be granted other days off which shall be negotiated by the parties.

Article 19. Parental Leave

1. Employees shall be granted parental leave without pay for a period up to one (1) year. Such leave shall commence following at least thirty (30) days' advance written notice submitted to the employee's immediate supervisor and a written statement from the employee's physician which indicates the approximate date of birth. When an emergency occurs related to the pregnancy of the employee, such notice shall be waived. If not on parental leave of absence, any portion of an employee's absence from work because of a medical disability connected with or resulting from her pregnancy may be charged to her available sick leave.
2. An employee granted parental leave shall be returned to work provided:
   2.1. the employee provides the District with at least thirty (30) days' notice prior to the employee's date of return.
   2.2. the employee provides the District with a statement from the employee's physician indicating that the employee is physically capable of returning to employment.
   2.3. If the employee has not returned to work by the end of the leave period, the employee shall then be considered to have resigned.
3. This leave provision also applies to the adoption of a child(ren).
4. Upon request and verification of date of adoption or birth of his child, a male employee shall be entitled to a leave to begin at any time between the birth or adoption and one (1) year thereafter.

Article 20. Military Leave

1. When an employee who is a member of the Armed Forces is ordered to active duty for a period of more than thirty (30) days, the District shall grant the employee a Military Leave of Absence.
2. Both the District and the employee shall comply with the terms and conditions set forth in the applicable federal laws in force dealing with returning veterans.

Article 21. Extended Sick Leave

1. 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 such illness or disability not to exceed two (2) years or until the employee reaches Maximum Medical Improvement (MMI).
   1.1. The employee's position will be held for one year.
   1.2. An employee returning during the second year may fill any vacant position within the employee job category.
   1.3. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement.
      1.3.1. Before returning, the employee must submit a physician's release.
      1.3.2. The District reserves the right to require the employee to be examined and released for return to work by a physician selected by the District.

Article 22. Leave Without Pay

1. An employee may request leave without pay for business and personal reasons having unusual circumstances.
2. Application for this leave shall be submitted to the APS Leaves office at least five (5) days prior to the commencement of the leave, unless an emergency situation exists.
   2.1. Emergency shall mean a situation beyond the control of the employee which prohibits the submission of the request within the five (5)-day time period.
   2.2. In the event an emergency situation occurs, the employee shall contact his/her supervisor, or area manager and the employee shall subsequently submit the request to the APS Leaves office.
3. All leave without pay requested may not be taken unless approved by the APS Leaves office.

Article 23. Workers' Compensation

1. The District shall continue to provide and maintain coverage under the Workers' Compensation Act with a nominal Workers' Compensation administrative fee paid by the employee.
2. When employee cannot perform his/her regular job duties due to an on-the-job injury or illness, the employee may be assigned other duties which may or may not include the performance of food service functions. Work assignments will be made in consideration of the employee's medical limitations.
3. The District will offer an employee on Workers' Compensation benefits the

opportunity to utilize accrued sick leave, or annual leave to make up the difference between full compensation and the payment received by the Workers' Compensation.

Article 24. Insurance Benefits

1. The District 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 over thirty (30) 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. Employees who choose to participate in the District's insurance programs will have their contributions automatically deducted through payroll deduction.
4. The benefits details are digitally available to all benefits-eligible employees on the APS Benefits website, where plan summaries and other resources provide all of the basic terms and conditions of each available benefit.
5. The benefits details for all benefits-eligible employees are available to the Union on the APS Benefits website and are considered part of this Agreement.

Article 25. Retirement Plan

1. The District agrees to maintain and continue the retirement plan for all employees in accordance with the provisions of the State Educational Retirement Act.

Article 26. Information and Notices

1. The District agrees to notify the Secretary Treasurer of the Local Union, in writing, of the following matters within five (5) working days:
   1.1. a monthly separation file of those employees that have left Food Services;
   1.2. changes in job titles, classifications and work locations of employees;
   1.3. a monthly report of employees that filled vacancies, reflecting their hire date;
   1.4. a monthly report reflecting changes in an employee's pay status affecting probation, longevity, and certification and when they will take effect; copies of all job vacancies/postings within the bargaining unit; a listing of all new hires, on a monthly basis, to the extent such hiring occurs, such listings will include the employee’s home/mailing address and assigned work locations.
2. The District agrees to send to the Secretary Treasurer of the Union, in writing, within two (2) weeks the following:

2.1. a listing (check off) containing all the names of the employees in the bargaining unit and a unique identifier, addresses, work locations, date of hire, rate of pay, the amount of Union dues collected from each member for the previous pay period, together with a check covering the amount of such Union dues deductions.

2.1.1. The above listing shall indicate the status of the employees by specifying which employees are new or rehired and those who have been separated from the roll by reason of termination, retirement or leave of absence, and those members for whom no dues deduction was made due to insufficient funds, as well as those who have revoked their authorization to deduct dues.

3. The District agrees to notify the Union, in writing, of the following matters:
   3.1. changes in the names of District Representatives and their respective authorities who it has designated to represent the District in its relations with the Union and/or Local Union.
4. The Union agrees to notify the District, in writing, of all notices required under this Agreement.
5. Each of the parties hereto agrees to forthwith notify the other of the addresses to which all notices and information should be sent pursuant to this Agreement, as well as all changes in such addresses.
6. The Employer agrees to allow employees the use of computers in the kitchen to access employment information.
7. The District shall bargain with the Union in good faith prior to implementing any contemplated changes to policies that affect the terms and conditions of employment.

Article 27. General Provisions

1. The parties recognize that the District retains certain powers, discretion and duties which it may not delegate, limit or abrogate by agreement with any party under the Constitution and Laws of the State of New Mexico. Accordingly, if any provisions of this Agreement or any application of this Agreement to an employee covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
2. This Agreement is entered into pursuant to the terms of the Albuquerque Public Schools Employee Relations Policy HE, and the Public Employee Bargaining Act (PEBA); and should there be any conflict between the terms of this Agreement and the terms of the Board's Policy, the Policy shall control.

2.1. If any provision of this Agreement or application of this Agreement to any employee covered hereby shall be found in conflict with Policy HE or the Public Employee Bargaining Act, such provision or application of this Agreement shall have effect only to the extent permitted by Policy HE and the Public Employee Bargaining Act.
2.2. In the event any provision or application of this Article is found to be in conflict with PEBA, said provision or application of this Article shall be amended, deleted, altered or rescinded to the extent required and as agreed to by the parties in order to be in compliance with Policy HE and PEBA.

3. All Agreements reached as a result of negotiations shall be tentative until ratification of both parties is effected pursuant to the Ratification Procedures as set forth in Board Policy HE.
4. The parties agree that no additional negotiations on this Agreement will be conducted on any item whether contained herein or not except by mutual consent of the parties.
5. An employee may review the employee's own personnel file excluding pre-employment confidential information, and upon specific written request such personnel file may be reviewed by the Union or Local Union Representative.
6. Any information placed in the employee's personnel file may be challenged, in writing, by the employee. Such written challenge must be submitted within thirty (30) working days, to the Assistant Superintendent for Human Resources to become part of the employee's personnel file.
7. Any information placed in the employee's personnel file may be removed after one (1) year at the request of the originator of said material, or the employee, if agreed to by the parties
8. The District agrees to print the CBA within thirty (30) days of Board ratification once every three years.
   8.1. In intervening years, only an addendum will be printed.
   8.2. The District agrees to provide copies of the Agreement to all employees within the bargaining unit.
9. The Employer will provide information on employee paychecks that includes, but is not limited to: hourly rates of pay, sick leave accruals, hours worked in the previous pay period, CWA dues and PAF deductions.

Article 28. Management Rights

1. The District or its supervisory personnel shall have the following rights:
   1.1. to direct the work of its employees; to hire, promote, and assign employees; to evaluate, demote, transfer, lay off, suspend and discharge for just cause in accordance with the provisions of this Agreement;

1.2. to take necessary actions in times of emergency;
1.3. to manage and to exercise judgment on all matters not prohibited by this Agreement.

Article 29. No Strike Provision

1. It is agreed that neither the Union nor any member of the bargaining unit shall urge or participate in the forming of or involvement in a strike, work stoppage, or slowdown of the District's operations.
2. The District or any of its representatives will not cause or initiate a lock out of employees covered by this Agreement.

Article 30. Labor Management Committee

1. The parties agree to establish a labor-management committee for the purpose of fostering improved communication and promoting safety in the workplace between the Food Services Department and the Union.
   1.1. It shall not be the purpose of this committee to expand upon or renegotiate matters covered under this Agreement or which are typically subjects for negotiation.
   1.2. The Union shall appoint three (3) members to the committee and the Food Services Department shall be entitled to appoint an equal number of representatives.
   1.3. By mutual agreement, additional members may be appointed on a temporary basis to address specific safety concerns.
2. Responsibility for chairing the meeting shall alternate each meeting between the Union and management.
3. Meetings will be held as needed on the second Tuesday of the month in September, November, January, March, and May.
   3.1. The meetings shall be scheduled for up to sixty (60) minutes during normal work hours.
   3.2. The committee shall exchange agenda items at least seven (7) days in advance of the meetings.
   3.3. The agenda shall include a brief description of each item to be discussed. Discussion of agenda items will be alternated.
   3.4. If there are no items to discuss, the meeting will be canceled.
   3.5. A Union Representative from the FANS unit will attend the APS Safety Committee meeting scheduled on the first Tuesday of each month.
4. Topics will be recorded as they are discussed. Any procedures or recommendations developing from these meetings will be communicated to the appropriate bargaining agent.

4.1. One (1) designated member from each party will refine drafts of the minutes.

5. Each topic will be discussed fully and action reached before proceeding to another topic.
   5.1. Topics requiring further study may be tabled and will be placed on the following agenda for action.
6. Disputes regarding implementation of any safety issues presented at the Labor Management Committee will be presented to the Risk Management Department for resolution.
7. Each work location shall have a First Aid kit.
8. The Labor Management Committee shall not have the power to alter or amend the provisions of this Agreement.
9. Urgent safety concerns will be referred to the Food Services Executive Director and Risk Management for a resolution.
10. The USDA requires training for all school food service personnel.
    10.1. Issues with and/or suggestions for new training shall be addressed during regularly scheduled problem solving meetings between the District and the Union.
    10.2. Additional training will be provided as necessary by the Food and Nutrition trainer or designee.

Article 31. Duration of Agreement

1. Upon ratification by the parties this Agreement shall become effective at 12:01 a.m. July 1, 2024, and will continue in effect until 11:59 p.m. June 30, 2027, subject, however, to other provisions of this Article.
2. Wages and allowances, holidays, insurance premiums and benefits shall be negotiated for the period July 1, 2024, to June 30, 2025, and for the period July 1, 2024 through June 30, 2025, provided that either party has given the other at least thirty (30) days written notice in advance of July 1, of each period. Wage rates, allowances, holidays, insurance contributions, and benefits agreed upon by the parties each period will become effective following ratification and shall remain in effect for that period.
3. This Agreement shall remain in effect until either party serves a sixty (60) day written notice to the other, prior to July 1, 2025, specifying its desire to modify or terminate this Agreement.
4. Should the parties fail to reach and ratify a replacement Agreement by 11:59 p.m., June 30, 2025, the provisions of this Agreement shall continue to apply until agreement and ratification occur or either of the parties serves seven (7) days advance written notice to the other of its desire to terminate such

Agreement.

AGREEMENT SIGNATURES

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

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

Dr. Gabriella Duran Blakey, Superintendent Date: 7/22/2025

COMMUNICATIONS WORKERS OF AMERICA FOOD SERVICES BARGAINING UNIT

Paul Aguilar, President, CWA Local 7070 Date: 7/16/25

APPROVED:

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

Danielle Gonzales, President Date: 7/29/2025

Association Negotiating Team

Paul Aguilar, Lead Negotiator

Union Negotiating Team

Paul Aguilar, Lead Negotiator
Michael Moreland
Alvaro Rivera
Phillip Serna

District Negotiating Team

Dr. Valerie Hoose, Lead Negotiator

District Negotiating Team

Dr. Valerie Hoose, Lead Negotiator
Steven Carlton
Maribel Hernandez
Sandra Kemp

EXHIBIT A: Authorization for Deduction of Union Dues

Authorization for Deduction of Union Dues

(Food and Nutrition Services)
COMMUNICATIONS WORKERS OF AMERICA

_____

(Please Print) Last Name First Name Middle Initial

Job Title _____ Employee Number _____ Work Location _____

Home Address _____ Home telephone/cell number _____

Email address _____

I hereby authorize the District to deduct from compensation due me Union dues in the amount certified to the District, in writing, by the Secretary-Treasurer of the Communications Workers of America and remit same to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent.

It is understood that such deductions shall be made in accordance with the most recent applicable provisions of Article 11, Payroll Deductions-Check Off, of the Agreement negotiated between the District and the Union.

It is understood that I may revoke such authorization for deduction of Union dues ten (10) days prior to July 1 in accordance with the most recent applicable provisions of Article 11, Payroll Deductions-Check Off, of the Agreement negotiated between the District and the Union.

It is further understood that the District assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent.

Union membership dues are not tax deductible as charitable contributions for Federal Income Tax purposes. Dues, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Date: _____ _____

Signature of Employee Authorizing Deduction

Request to Stop Union Dues

Employees are able to drop the union dues by making the request on this form up to 10 days prior to July 1. Requests must be submitted to the Union during this time frame. The original letter will be sent to the Payroll Department who will have 30 days to process the request. A copy will be kept by the Local Union.

Employee Name: _____

School/Department: _____

Date: _____

Employee Signature: _____

Reason for Cancellation of Membership:

_____

_____

_____

_____

Union Officer Signature: _____

Please include a date stamp when received by payroll

EXHIBIT B

Authorization for Deduction of PAF

_____ ____/__/____ _____

Payroll Number (if required) Social Security Number Print Employee Name

PAYROLL AUTHORIZATION CARD

CWA-COPE POLITICAL CONTRIBUTIONS COMMITTEE

I hereby authorize my employer to deduct from my wages the sum of $ _____ **each pay period** and to remit such amount to the Communications Workers of America Committee on Political Education Political Contributions Committee. ("CWA-COPE PCC")

THIS AUTHORIZATION IS VOLUNTARILY MADE BASED ON MY SPECIFIC UNDERSTANDING THAT: The signing of this authorization card and the making of contributions to CWA COPE PCC are not conditions of membership in the union nor of employment with the Company and that I may refuse to do so without fear of reprisal.

- I am making a contribution to a joint fund-raising effort sponsored by CWA-COPE PCC and he AFL-CIO Committee of Political Education Political Contributions Committee ("AFL-CIO COPE PCC") and that CWA-COPE PCC and AFL-CIO COPE PCC will use my contributions for political purposes, including but not limited to, the making of contributions to or expenditures on behalf of candidates for federal, state, and local offices and addressing political issues of public importance.
- Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation, and the name of employer of individuals whose contributions exceed $200 in a calendar year.
- Contribution or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes.

Check one: **New Enrollment** ____ **Change of Amount** _____

Employee Signature _____ Date: _____

Local Number _____ Email address _____

Street Address _____ City _____ State ____ ZIP _____

Name of Employer _____ Occupation _____