THE
NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE
ALBUQUERQUE MUNICIPAL
SCHOOL DISTRICT NUMBER 12
AND THE
COMMUNICATIONS WORKERS OF AMERICA
MAINTENANCE AND OPERATIONS
BARGAINING UNIT

2023-2026

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AGREEMENT

This Agreement made and entered into this July 16, 2025, between the Albuquerque Municipal School District Number 12, County of Bernalillo, State of New Mexico (the "DISTRICT") and the Communications Workers of America (CWA) (the "UNION").

The parties hereto mutually agree as follows:

Article 1. RECOGNITION

In accordance with APS Board of Education Labor Relations Policy HE, the District hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment. The employees covered by this Agreement include employees such as maintenance, custodial, and warehouse workers. Supervisors, secretarial, and confidential employees are excluded from the bargaining unit.

The Employer recognizes the Public Employee Bargaining Act as the governing statute regarding CWA's exclusive representation of the above recognized employees.

Article 2. 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, 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 insure 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.

4. The Local Union will be permitted 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 to exceed one-hundred-and-twenty (120) minutes in accordance with the New Mexico Public Bargaining Act (PEBA) without loss of employee compensation or leave benefits. Employees are required to stay for the duration of the meeting. Time is allocated during the new employee group-processing meeting. The District will provide a list of the new employees in the CWA bargaining unit in advance of any orientation meeting. If no face-to-face group processing meeting occurs, the Local Union will seek to speak with the new employee at a time in which the least amount of disruption may occur. The parties agree that a meeting will be scheduled at the request of the Local President twice a year between the Local President of CWA 7070, Labor Relations, the Chief Operations Officer, and the Superintendent to promote good labor-management relations.

Article 3. 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 their designated representative.

2. 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.

3. 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 4. 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. Nor will the District discriminate against, interfere with, coerce, restrain, demote, transfer, or discipline any employee because of such employee's status as a Representative or Officer of the Local Union.

2. Both the District and the Union agree that they shall not discriminate against an 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.

5. Both the District and the Union agree that immediate family members cannot work together in the same work location, building, or department. For purposes of this contract, "immediate family member" means a spouse, child, brother, sister, mother, or father. Current family members working within the same work location, building, or department prior to 2021 may continue to work together unless conflict occurs which prevents a good work environment or interferes with job duties.

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. A grievance shall mean an allegation by an employee or group of employees that there has been a violation of any of the provision(s) of this Agreement. Failure to submit a grievance within fifteen (15) 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. 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.

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 a 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. The Union will be notified and permitted to attend any meeting where an employee participates in self-representation.

6. Any grievance initiated on behalf of the District shall be initiated by the Superintendent or his designee at Step Three as outlined in Paragraph 8.

7. When a grievance affects a group of employees or is based on a termination from employment, it may be submitted by the Local Union or Union at Step Two of the Grievance Procedure.

8. 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.

   8.1. Step One. Prior to the District initiating an investigatory meeting and prior to the Local Union filing a formal written grievance, the employee, and/or the Local Union Representative shall meet to attempt resolution. The meeting should be documented by a summary memo signed by both parties and will not be placed in the employee's personnel file. Employees will be given notification in Spanish and English that the meeting is non-disciplinary but will be documented.

   A grievance will first be filed in writing by the employee or the Local Union Representative with the employee's immediate supervisor or the Executive Director of Labor Relations. Within fifteen (15) working days following receipt of said grievance, the immediate supervisor or the Executive Director of Labor Relations shall give the employee and the Local Union Representative a written response to the grievance. If, in the opinion of the Local Union, a satisfactory settlement is not obtained, the Union Representative may appeal to Step Two.

8.2. Step Two. A grievance shall be filed at Step Two if the remedy sought is within the authority of the immediate supervisor. If it is a remedy in which the authority of the immediate supervisor has no authority, it shall be filed with the Executive Director of Labor Relations.

A grievance will first be filed in writing by the employee and/or the Local Union Representative with the employee's immediate supervisor or the Executive Director of Labor Relations. Within fifteen (15) working days following receipt of said grievance, the immediate supervisor or the Executive Director of Labor Relations shall give the employee and the Local Union Representative a written response to the grievance. If, in the opinion of the Local Union, a satisfactory settlement is not obtained, the Union Representative may:

8.3. Step Three. Within fifteen (15) working days following receipt of the Step Two response, appeal the grievance in writing, to the District Superintendent, or designee, who shall be the Executive Director of Labor Relations. The Superintendent or designee shall answer the grievance in writing within ten (10) working days following the date upon which a meeting was held between the Superintendent or designee and the Union.

If in the opinion of the Union, a satisfactory settlement is not obtained, the Union may, within twenty (20) working days following receipt of the Superintendent's or designee's written response, proceed to Arbitration, Article 6.

8.4. Union-initiated meetings with the supervisor or the principal on the interpretation of the contract will take place at a mutually agreeable time.

8.5. An employee may request all non-privileged information upon which APS relies to suspend or terminate an employee. The parties agree to make available upon written request, documents, videos, voice recordings, witness statements, etc., that are relevant to and necessary to assist the parties in addressing their dispute, unless such documents, videos, recordings, witness statements, etc., are protected by law. The requested documents shall be provided prior to the next hearing date with adequate time to review after the request and prior to any subsequent meeting or hearing.

Article 6. ARBITRATION

1. Any dispute arising between the parties regarding 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 (hereinafter referred to as the Arbitrator) who will be selected as follows:
   2.1. The parties may mutually agree upon an Arbitrator.
   2.2. Alternatively, the parties may jointly request a list of Arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties will strive to mutually agree upon an Arbitrator from that list.
   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 shall become the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
3. The Arbitrator shall have no power to alter, amend, and add or to subtract from the terms of this Agreement.
4. The Arbitrator shall prepare and submit, in writing, to the District and Union a determination within thirty (30) working days after the conclusion of the hearing. The determination of the Arbitrator shall be final and binding.
5. The cost of services for the Arbitrator shall be shared equally by the District and the Union.
6. By mutual oral or written agreement, the parties may extend the time limits expressed in this Article.

Article 7. ACCESS OF UNION OFFICIALS TO PREMISES

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 District Representatives and observing conditions relating to grievances, provided prior arrangement and approval is made through the Office of Labor Relations.

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; and
   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.

5. The District will grant the Communications Workers of America Local 7070 up to two hundred seventy-five (275) hours of release time per year for Union activity. Union activity refers to functions not associated with the administration of the contract (such as Union Conventions and training, organizing, political or community functions). Requests for such leave shall be made by the Local Union President in writing to the Office of Labor Relations. 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 Local Union will bring any complaints regarding the matter to the attention of the Office of Labor Relations.

   5.1 If requested by the Local Union, the District shall grant the elected Local Union President, Communications Workers of America Local 7070, leave without pay during their term of office for Union activity and contract administration. Union activity refers to functions not associated with the administration of the contract. Upon return from such leave, the employee will be placed on the salary matrix at the level which would have been achieved had there not been an absence.

Article 9. LEAVES OF ABSENCE

A. General Provisions

1. Both paid and unpaid time off may be granted to eligible employees, according to the following leave policies. All leave days are based upon the number of hours in the employee's regular duty day.

2. Application for Leave: All leaves of five (5) consecutive workdays or fewer must be requested through and approved by the employee's supervisor. Extended leave (other than annual leave) of more than five (5) days, with or without pay, must be requested through the Extended Leave Clerk's Office in the Department of Human Resources. Employees must complete the required leave forms and receive the necessary approval before the leave requested may be taken. The preceding is not a requirement in the event of an unforeseen circumstance.

3. Use of Leave: When an employee becomes ill or is injured on the job, sick leave begins at the time of inability to continue work. An employee, who is already on personal day(s), or leave without pay, including parental leave, may not be eligible to use sick leave benefits. Inappropriate or excessive use of any leave may be cause for disciplinary action including dismissal.

4. Insurance Premium Payment During Leaves of Absence: The District will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of one (1) year while an employee is on an unpaid leave of absence. If the leave is extended beyond one (1) year, the employee will be responsible for paying the total premiums for their coverage and that of their dependents. Failure to do so will result in loss of coverage. Employees should consult their group insurance booklet to determine their insurance coverage during such a leave of absence.

5. Immediate Family: Immediate Family consists of the spouse, domestic partner, child, stepchild, mother, father, sister, stepsister, brother, or stepbrother of the Albuquerque Public Schools employee. This definition applies to sick leave as specified here and in the APS conflict of interest procedural directive.

6. Family Member: a person who is a spouse, domestic partner, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, child, sister, sister-in-law, grandparent, grandchild, great-grandchild, niece, nephew, aunt, and uncle of the Albuquerque Public Schools employee. Family members shall also include any individual residing in the employee's household or a person in loco parentis. This definition applies to bereavement leave in Section B and the District's nepotism procedural directive.

7. Additional Requirements for Extended Leaves Only
   7.1. Unless otherwise stated herein, an extended leave of absence without pay may be granted to employees at management's discretion for a period of up to one (1) year.
   7.2. An employee returning from a Family and Medical Leave Act (FMLA)-related 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.
   7.3. In addition, an employee returning early from an FMLA-related extended leave of absence will be placed in the position held at the time the leave commenced provided the position has not been filled by a short-term employee. If the position has been filled by a short-term employee, the employee returning from the leave shall either opt to return to work at the end of the extended leave or apply for another position.
   7.4. An employee returning from any extended leave must file an intent to return to the District no later than sixty (60) days prior to the expiration of the leave if the leave is for six (6) months or longer with the Department of 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.
   7.5. Failure to return from a leave at the time agreed may result in termination of employment.
   7.6. Time spent on extended leaves of absence, up to one (1) year, shall not be considered a break in continuous service and will be counted for seniority purposes.
   7.7. Vacation and other benefits do not accrue during an unpaid extended of leave of absence.

B. Bereavement (Funeral) Leave: An employee is absent with pay, not to exceed three (3) days, due to death in the immediate family. Two (2) additional paid days will be granted where round-trip travel is six hundred (600) miles or more. This leave is not cumulative nor is it deducted from an employee's sick leave.

C. Paid Court Leave: An employee is summoned for jury duty or to testify as a witness (not as a plaintiff or defendant) in a court case, arbitration, or administrative hearing. An employee is required to present to the immediate supervisor the 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.

D. Family and Medical: Leave shall be granted to employees in accordance with District policy and not inconsistent with the FMLA.

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

1. They provide written or verbal notice of their orders to their supervisor or Department of Human Resources as soon as received (unless precluded by military necessity or otherwise impossible or unreasonable);

2. They satisfactorily complete duty of five (5) years or more;

3. They begin duty directly from employment with the District and

4. They apply for and are available for reemployment as follows:

   4.1. 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 time required to return home safely, and an eight (8) hour rest period. If this is impossible or unreasonable, then as soon as possible.
   4.2. 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.
   4.3. One hundred eighty-one (181) days or more: No later than ninety (90) days after completion of duty.
   4.4. Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or recovering.

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

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

F. Personal Leave: One (1) day of leave with pay each year is granted to an employee for personal matters which require an employee's absence during working hours. Except in emergency situations, the employee shall give at least three (3) working days' notice to the immediate supervisor that the employee is taking leave under this section and such absence is approved in advance by the employee's immediate supervisor. Emergency shall mean a situation beyond the control of the employee which prevents the prior notice. This leave may accumulate up to five (5) days. Accrued personal leave in excess of five (5) days shall be converted to annual leave.

G. Leave Without Pay: An employee may request leave without pay for business and personal reasons having unusual circumstances. Application for this leave shall be submitted to the employee's immediate supervisor or designee, at least five (5) working days prior to the commencement of the leave. If an emergency occurs, the employee should notify the immediate supervisor or designee as soon as possible. Emergency shall mean a situation beyond the control of the employee which prevents prior notice.

H. Religious Leave: Religious Leave shall be granted to employees in accordance with District policy of up to two (2) days unpaid leave per year. The employee shall give at least three (3) working days' notice to the immediate supervisor that the employee is taking leave under this section and such absence is approved in advance by the employee's immediate supervisor. Any disputes under this section will be expedited through the Department of Human Resources.

I. Sick Leave: Employees will accrue thirteen (13) days of sick leave annually. Employees scheduled to work four (4) hours per day will receive fifty-two (52) hours of sick leave or 2.17 hours each pay period. Employees scheduled to work eight (8) hours will receive one hundred four (104) hours of sick leave or 4.33 hours each pay period.

1. Unused paid sickness absence days to which an employee is entitled may be accumulated; however, such accumulation shall not exceed two hundred sixty (260) days, recorded in hours, for which paid personal illness absence may be taken.

2. An employee shall be granted extended unpaid leave for the purpose of caring for an ill family member in accordance with the provisions of the FMLA.

3. An employee will notify their immediate supervisor of all absences resulting from sickness or accident and shall be excused by the immediate supervisor. In addition, the supervisor may require a physician's certificate when patterns of use develop, such as:
   3.1. When an employee is absent both on a Friday and the following Monday;
   3.2. When the absence is four (4) consecutive days or more;
   3.3. When the employee is absent the day before or the day after a holiday period as defined in Article 12;
   3.4. When in the judgment of the immediate supervisor and the Department of Human Resources, an employee has used sick leave habitually. "Habitually" shall mean undocumented and a pattern of use of sick leave greater than the employee's annual accrual. However, long-term or chronic illnesses lasting greater than five (5) working days or work- related illness or injury shall not be considered habitual use and should be referred to the Leaves Office. For this purpose, absences of more than two (2) consecutive days will be considered as a single occurrence or incident.
4. When an employee is absent due to injury (incurred during the course of their employment or related thereto) the unpaid difference between benefits paid under the Workers' Compensation Act of New Mexico and the regular pay shall be paid by the District from the accrued sick leave.

J. Illness in the Immediate Family: Up to three (3) days sick leave may be used by an employee for critical illness in the 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.
1. Verification of critical illness must be made by an attending physician. Such verification must be submitted within seven (7) days following the employee's return to work.

2. In the event an employee is required to attend medical treatment for work related accident or illness, the employee will have such time paid for all treatment that occurs during the employee's regular schedule work time.

K. Vacation/Annual Leave:

1. Each employee of the bargaining unit shall be entitled to accrue up to one hundred and seventy-six (176) hours leave, with pay, annually. The amount of annual leave to which an employee shall be eligible and the rate of accrual shall be in accordance with the following schedule:

Seniority	Hours of Annual Leave Per Year	Hours Accrued Per Pay Period
Hire date thru Year 1	80	3.33
2	96	4.00
3	112	4.67
4	120	5.00
5	128	5.33
6	136	5.67
7	144	6.00
8	152	6.33
9	160	6.67
10	168	7.00
11	176	7.33

2. The computation of annual leave accrual shall be consistent with the employee's seniority accrual.

3. Employees with more than six (6) months of seniority shall be paid an amount in lieu of any annual leave to which they are entitled upon termination, not to exceed twenty-two (22) days.

4. Employees who are entitled to annual leave may select leave time in accordance with their desires, but consistent with the needs of the District. Normally, annual leave shall be scheduled when school is not in session; these periods shall include when school is not in session during the summer months and winter and spring recess periods. However annual leave may be scheduled by mutual agreement between the supervisor and employees at other times during the school year.

4.1. Except in emergency situations, the employee shall give at least three (3) working days' notice to the immediate supervisor that the employee is taking leave under this section and such absence is approved in advance by the employee's immediate supervisor.

4.2. For all requests of three (3) or more consecutive days of annual leave, the Supervisor shall reply to the employee's desired request within five (5) working days following receipt of the request.

5. Should the needs of the District limit the number of periods available for annual leave selection, seniority shall determine which employees may be granted such leave periods. This section shall not apply if staffing shortages exist because of positions that remain unfilled due to the decision of the District.

6. Custodial Summer Vacation Scheduling

   Summer annual leave for custodians at school sites shall be scheduled as follows:

   6.1. All Custodians desiring three (3) or more consecutive days of annual leave between the end of school in May and the resumption of classes in August will submit their request to the Site Administrator on or before June 1 each year.

   6.2. The Site Administrator will approve, disapprove, or discuss other possible dates with the employee(s) with a goal of scheduling and approving in writing, all summer extended leave periods prior to the last week of classes.

   6.3. Where conflicting requests cannot all be approved, seniority shall take precedence.

7. Once an employee has scheduled and received approval from their immediate supervisor on the use of annual leave, such annual leave cannot be unreasonably canceled. The employee and the immediate supervisor may agree to such cancellation.

8. When holidays fall during an employee's annual leave, the employee shall be granted commensurate extra days off with pay.

9. Although annual leave shall not accumulate in excess of sixty-six (66) days, employees will be permitted to utilize any portion of their accrued vacation during any annual period.

   9.1. Accumulated annual leave in excess of four hundred fifty (450) hours

      9.1.1. An employee who has accumulated in excess of four hundred fifty (450) hours of unused annual leave will be given the opportunity to use eighty (80) hours of annual leave within thirty (30) days of the notice to the supervisor.

10. When an employee's annual leave is interrupted by the death of a member of his immediate family or their hospitalization which has been verified by a physician, such interrupted annual leave shall be rescheduled at a time which is agreeable to both the District and the employee.

L. Quarantine Leave: An employee is required to be absent due to quarantine imposed by a duly constituted health authority. Absence will be charged against sickness absence balance.

M. Meritorious Attendance: The District and the Union recognize the importance of a meritorious attendance program. To that end, all full-time employees hired on or before July 1 and who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded one (1) additional personal leave day. An absence due to an employee's personal leave, annual leave, bereavement, jury duty, or any on-the-job injury shall not count against this requirement. Personal leave may be used and accumulated as noted in paragraph F, herein.

N. Other Extended Leaves of Absence

1. Advanced Study/Educational Leave:

   1.1. Employees who have been employed under the terms of the Agreement by the District for five (5) consecutive years or more immediately preceding the granting of this leave are eligible for an advanced study leave without pay for up to one (1) year.

   1.2. Employees on advanced study leave may continue any or all insurance programs by payment of their portion of the premium on the first weekday of each month of coverage

or in multiples of months if desired. Failure to make payment will cause termination of coverage.

1.3. Time spent on advanced study leave will not count for seniority purposes.

1.4. Prior to returning to employment, the employee must provide verification of advanced study by submitting to the Department of Human Resources either:

1.4.1. an official transcript indicating the earning of no fewer than twelve (12) semester hours; or verification of technical vocational or other course of study that would require classroom attendance, the duration of which is up to one (1) year.

1.4.2. Upon completion of the advanced study leave, the employee will be returned to a comparable position.

2. Parental Leave:

2.1. Employees shall be granted parental leave without pay for a period up to one (1) year. Additional leave may be granted at the discretion of the District.

2.2. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of pregnancy and one (1) year after a child is born. Except in cases of emergency, the employee shall submit a Leave of Absence Request Form at least thirty (30) days prior to the date the leave is to begin. A written statement from the employee's physician which indicates the approximate date of birth is also required. An employee who is pregnant may continue in active employment as late into pregnancy as desired provided the employee is able to properly perform job duties. If not on parental leave of absence, any portion of an employee's absence from work because of a medical disability connected with or resulting from pregnancy may be charged to available sick leave.

2.3. Any employee granted parental leave shall be returned to work provided:

2.3.1. The employee provides the District with at least thirty (30) days' notice prior to the date of return.

2.3.2. The employee provides the District with a statement from their physician indicating that she is physically capable of returning to employment.

2.3.3. If the employee has not returned to work by the end of the leave period, they shall then be considered to have terminated employment.

2.4. An employee adopting a child shall be entitled to leave commencing when custody occurs or prior to receiving custody if necessary to fulfill the requirement of adoption.

2.5. An employee shall be entitled to leave beginning at any time between the birth of their child and one (1) year thereafter.

2.6. Parental leave will be counted against an employee's FMLA entitlement.

3. Extended Sick Leave: An employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave shall be granted leave for up to one (1) year. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement. If the leave was granted as a result of a work-related injury, the employee may request and shall be granted a one (1) year extension of this leave. Before returning, the employee must submit a physician's release. 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 10. EXCUSED ABSENCES FOR LOCAL UNION DUTIES

1. The Local Union will furnish the Office of Labor Relations, in writing, the names, and respective authorities of Local Union Representatives who have been designated to perform duties of the Local Union.

2. Local Union Representatives, upon request, shall be excused from work to:
   2.1. confer with the District Representatives. Such time off shall be paid by the District and such time shall be considered as time worked. Paid time off covers the administration of the contract. Administration of the contract includes informal meetings with management, grievance meetings, disciplinary meetings, investigatory meetings, committee meetings as specified in the contract, bargaining meetings, preparation for those meetings, mentoring Union personnel, with notification to the Office of Labor Relations, and meetings set by both the Union and APS administration to which both agree should be characterized as contract administration.

   If there are concerns related to the use or alleged misuse of time, the Executive Director of Labor Relations will provide as much specific information and supporting documentation to the Local Union President for resolution. In the event a resolution cannot be reached between the Local President and the Executive Director of Labor Relations, the CWA International staff representative may be contacted. The Union and the District will seek to resolve the concern as expeditiously as possible.

   2.2. perform duties of the Local Union. Such time off shall be without pay and shall be considered as time worked. See Article 8.

3. Requested time off of one (1) day or less shall be requested at least twenty-four (24) hours in advance unless in an emergency situation which must have the specific approval of the immediate supervisor. Requests for absences of more than one (1) day shall be in writing and at least seven (7) 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.

Article 11. CONDUCTING UNION BUSINESS ON DISTRICT PREMISES

1. Neither the Union, the Local Union, nor any employee shall conduct Union business on District premises except:
   1.1. soliciting Union membership during non-assigned working schedules of the employees involved in the solicitation.
   1.2. collective bargaining or conferring with District 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 District 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. A copy of the posting will be sent to the Office of Labor Relations, at the time of posting. 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) shall not be construed as permitting employees to seriously interfere with their job duties.

3. Bargaining unit employees will be permitted to wear CWA Union attire at any time in lieu of the District uniform. The shirts will be of the same quality and style as the District uniform and will be provided by the Union. On Thursdays, Union t-shirts will be allowed.

4. The District shall permit CWA representatives to use the District's facilities or property, whether owned or leased by the District, for the purposes of conducting meetings with the represented employees in the bargaining unit. These meetings will be set by the Union and the Union shall have the right to conduct these meetings without undue interference as long as these meetings occur before or after work, during breaks, or lunch periods. The Union has the right to request and use larger school areas (i.e., cafeterias) by filling out the building usage form.

Article 12. HOLIDAYS

1. Holidays observed by this bargaining unit include the following: Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Presidents' Day, Martin Luther King's Birthday, Vernal Holiday, Memorial Day, and Juneteenth.

2. Employees not scheduled to work on holidays observed in this Agreement shall be paid a full day's pay in accordance with their assigned work schedule subject to the other provisions of this Article.

3. Should a holiday fall on an employee's scheduled day off, it shall be observed on the scheduled workday immediately following or proceeding such scheduled holiday as determined by the District.

4. When a holiday occurs at the beginning or end of a particular week and the resulting time off becomes a three (3) or four (4) day holiday period, the employee will be required to report for duty on the day before and the day after the three (3) or four (4) day holiday interim to establish eligibility for holiday pay unless excused. In the event of illness, the day before or after the three (3) or four (4) day holiday period, the employee will be required to furnish a physician's certificate attesting to the illness to establish eligibility for holiday pay.

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 to be determined by the parties.

Article 13. WORK SCHEDULES

1. A workweek (excluding special work schedules) shall be Saturday through Friday within which employees shall be scheduled five (5) consecutive workdays of eight (8) hours each beginning on Monday.

2. Categories of daily work schedules (excluding special work schedules):
   2.1. Full-time: a workday consisting of eight and one-half (8-1/2) consecutive hours which shall include thirty (30) minutes off for lunch;
   2.2. Part-time: a workday consisting of not fewer than four (4) hours.
   2.3. The employee and supervisor shall schedule one (1) fifteen-minute paid rest break before lunch and one (1) fifteen-minute paid rest break following lunch.

3. The District may introduce special work schedules within a job title and Department, on a limited basis. Employees in the affected Department will be provided the opportunity to make suggestions on the implementation of such schedules and select from employer-provided assignment options based on seniority.

4. The District may continue to schedule during the summer months a four (4) day, ten and one-half (10-1/2) hours daily work schedule to be four (4) consecutive workdays beginning on Monday or Tuesday. Summer workday shall be ten (10) continuous hours exclusive of a lunch break. Each employee shall have a thirty (30) minute, duty-free, uninterrupted lunch period.

   4.1. Rest Breaks All Shifts The employee and supervisor shall schedule one (1) paid fifteen (15) minute rest break before lunch and one (1) paid rest break in the afternoon. The total amount of break time shall not be less than the total amount scheduled during the regular five (5) day, eight (8) hours per day schedule.

5. The District may continue, on a limited basis, special work schedules within a five (5) consecutive workday week beginning on Tuesday on an eight and one-half (8-1/2) hour daily work schedule which shall include a thirty (30) minute lunch period and two fifteen (15) minute rest breaks.

6. The District may continue special work schedules within a five (5) consecutive workday week beginning on Wednesday on an eight and one-half (8-1/2) hour daily work schedule which shall include a thirty (30) minute lunch period and two fifteen (15) minute rest breaks for employees in job title Dispatcher.

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 midnight. An employee assigned to such hours shall be paid a night shift differential for all hours worked.
   7.1. The shift for night custodians shall not begin earlier than 2:00 p.m. or end past 10:30 p.m. except during times when school is not in session and night custodians may be assigned to workday hours. This would also include .5 custodians who work at two (2) different locations. During the summer months, D1 .5 custodians who work at two (2) different locations will be required to work eight (8) hours a day for one (1) week at one (1) location and alternate the following week at the other location. The start times during the summer months shall be 6:00 a.m. to 2:30 p.m. or 7:00 a.m. to 3:30 p.m. for all D-schedule custodians/yardmen. All custodial/yardmen staff at school sites are required to work day shift hours during the summer months.

7.2. Normal day hours for custodians shall not begin before 5:30 a.m. or after 7:00 a.m.

7.3. Eight-hour (8) yardmen or custodians at middle school and high schools cannot begin their daily work schedule prior to 10:00 a.m.

8. Call-Out. Whenever an employee is required to report to work after having discharged their duties during the normal working day, the employee shall be guaranteed a minimum of two (2) hours of work including travel time at overtime rates for each call the employee receives and responds to on call out assignment. This provision shall not apply when the overtime hours worked are an extension of the normal workday.

8.1. Call-out assignment will be offered on a voluntary basis. Nothing shall prevent an employee from volunteering at any time except:
a. the employee does not reside within twenty-five (25) (twenty-five) miles of the M&O Complex.
b. the employee is on a performance improvement plan.

If more than one (1) eligible employee volunteers for call-out assignment, a rotation will be set up with all volunteers having equal time on the on-call assignment. Seniority will determine where the rotation begins and will rotate in equal increments for each volunteer. Shops can have two (2) or more technicians, if needed, on call at any time.

Where there are two (2) or more volunteers on the roster, each technician will choose a place in the rotation by seniority until all slots have been filled. The rotation will then start again at the top.

Any employee volunteering during a rotation will not be scheduled until the rotation is complete and will be placed by seniority. Any refusal of placement into the rotation will forfeit rights to participate in rotation for six (6) months.

8.2. A roster of the available employees will be updated monthly and supplied to dispatch. Dispatch will be responsible for calling the roster. Dispatch will be supplied with up to two (2) telephone numbers to contact the on-call employee. The on-call employee will have up to ten (10) minutes to respond to Dispatch before the next employee on the roster is contacted.

8.2.1. Dispatchers who provide on-call services after hours will receive a total of six (6) hours at one-and-one-half (1.5) times per week as follows

8.2.1.1. Two (2) hours for Monday – Friday

8.2.1.2. Two (2) hours for Saturday

8.2.1.3. Two (2) hours for Sunday

8.2.2. Dispatchers shall alternate provided on-call services after hours on a weekly basis.

8.3. The on-call technician will respond within one (1) hour of being notified. The on-call technician will secure, make repairs, or assess the risk factors, depending on the occurrence. The supervisor will be informed of the situation.

8.4. During call-out assignment, the employer will provide employees with a District vehicle to respond to call-outs. The District and the Union will regularly review the agreement on those technicians that shall be issued a take-home vehicle.

8.4.1. District-provided take-home vehicles will be based on the use, utilization, and risk value to APS property.

8.4.2. Employees in an on-call status in the Plumbing, HVAC, Fire alarms/suppression, Electrical, Irrigation, Locksmith, and Glazier departments will receive an APS vehicle to take home.

8.5. Call-out assignments will be performed by qualified bargaining unit employees.

8.6. Employees who are on annual leave or who have called in sick for the day or left sick two (2) hours before the end of their shift will not be subject to on-call assignment for that day.

8.7. Eligible and available bargaining unit employees in the job classification of Heating and Cooling/HVAC, Glaziers, Irrigation, or Plumbing who perform call-back duties, will receive two (2) hours of pay for a twenty-four (24) hour period while on call or the appropriate fraction thereof between the hours of Friday at 6:00 p.m. and Monday at 6:00 a.m.

9. For the safety of the workers, the District may declare an "abbreviated day" whereby the reporting time for all employees may be delayed up to a maximum of two (2) hours.

9.1. Employees who are delayed beyond the time of closure will have such time applied to annual leave, accrued compensatory time off, or if necessary, leave without pay.

9.2. Employees who do not report to work during such closures will be granted annual leave, accrued compensatory time off, or if necessary, leave without pay.

10. The APS matrix that reflects the square footage, facility, time allotted, and expectations to adequately perform custodial job functions will serve as the standard for surveying work areas for custodians to determine work schedules.

10.1 All current and future custodial surveyed areas, similar in detail to fire evacuation maps, will be given to the local leadership.

10.2 Time-allotted surveys will be provided to the Local Union.

10.3 Custodians move limited furniture, supplies and equipment as necessary and requests assistance as needed. Custodians can be expected to remove broken furniture from a classroom. Custodians may be asked to move student desks and chairs. More than two (2) classrooms are considered a move and should be done via custodial overtime or compensatory time after hours or during the weekend. Furniture is also moved to deep clean a classroom during the summer. However, Custodians may not move entire classrooms of furniture to another location. If an entire classroom needs to be moved, this is done via custodial overtime, comp time, or hiring a moving company.

10.4 The original time allotted schedules/assigned areas given to employees shall not be changed during the school year.

11. When there is State- or PED-mandated testing (i.e., COVID-19 testing) or District-mandated training (i.e., Safe Schools), the activity shall be done during regular hours and considered as time worked.

Article 14. JOB TITLES AND CLASSIFICATION

1. The District will assign each job title to one (1) of seven (7) classifications of work. The classification to which a job title is assigned shall be based on the major skills, responsibilities, and efforts required to be performed by an employee assigned to such job title. 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.

2. During the life of this Agreement, a Job Title and Classification Committee shall be established for the purpose of reviewing the major skills, responsibilities, and efforts required to be performed by employees assigned to a job title and to determine if such job titles are appropriately assigned to classifications.

   2.1. This Committee shall be composed of two (2) persons designated by the District and two (2) persons designated by the Union.

   2.2. This Committee shall meet at times and places mutually agreeable to the parties as needed but not less than once each calendar year.

   2.3. Committee findings shall be submitted in writing to the parties of this Agreement.

   2.4. Recommendations of the Committee must be presented to the parties, in writing on or before May 1 of each annual period.

   2.5. Changes to job titles, classifications, skills, and performance standards shall be bargained each year prior to implementation regardless of whether the Job Title and Classification Committee has met.

   The parties agree that this committee will develop standardized skills tests for those classifications that the committee determines require skills testing.

   2.6. Annually, the Local Union will request and receive copies of all positions that require a skills test, and notification of any updates or changes to the test prior to administering them.

   2.6.1. The Local Union will receive an overview of the information that is part of the written test. Completed interview questions, answers, and scoring sheets will be provided by the Department of Human Resources upon request by the Local Union. This information is to be kept confidential and shall be housed in a locked filing cabinet.

   2.6.2. The Local Union will be notified when a skills test is being administered.

   2.6.3 The Local Union reserves the right to be present at any skills test being given.

3. Determination of Initial Placement and/or Advancement on the Maintenance & Operations Salary Schedule (Schedule D) for Senior Trades and Operations Personnel, Levels 04, 05, 06, 07 as set forth in the Classification Code.

The District will assign each job title to one (1) of seven (7) classifications of work. The classification to which a job title is assigned shall be based on the major skills, responsibilities, and efforts required to be performed by an employee assigned to such job title.

Grade 04 – Senior and Operations Tradesman	
Initial Placement	Advancement to Grade 05
Meet basic position requirements.	Complete a minimum of one hundred (100) hours of approved craft-related training OR Possess one (1) craft-related license or certificate issued by an authorized issuing agent approved by the District, OR Complete five (5) years of satisfactory job performance as a Grade 04.
Grade 05 -- Senior and Operations Tradesman	
Initial Placement	Advancement to Grade 06
Meet basic position requirements AND Possess one (1) craft-related license or certificate issued by an authorized issuing agent approved by the District, OR Complete a minimum of one hundred (100) hours of approved craft -elated training.	Complete a minimum of seven hundred fifty (750) hours of approved craft-related training OR Possess one (1) craft-related license or certificate issued by an authorized issuing agent approved by the District, OR Complete five (5) years of satisfactory job performance as a Grade 05.
Grade 06 – Senior and Operations Tradesman	
Initial Placement	Advancement to Grade 07
Meet basic position requirements AND Possess one (1) craft-related license or certificate issued by an authorized issuing agent approved by the District, OR Complete a minimum of seven hundred fifty (750) hours of approved craft-related training.	Meet basic position requirements AND Possess two (2) craft-related licenses or certificates issued by an authorized issuing agent approved by the District (Note: Operations Personnel max out at Grade 06), OR Complete a minimum of one thousand (1,000) hours of approved craft-related training.

4. Craft-Related Training Requirement
   4.1. Training shall be limited to apprenticeship programs, technical-vocational school courses, etc.
   4.2. Approval of all training is the responsibility of the appropriate Department Director who is also responsible for forwarding information to the Department of Human Resources.

4.3. Course work used to meet the training requirement for the purpose of advancing on the salary schedule must be acquired during the term of employment as a District Senior Tradesman. Outside training must be recognized as an approved apprenticeship program through the Department of Labor. Such course work must have prior approval as stated in 5.2 above.

4.4. Advancement resulting from the completion of the training requirement must be requested by the employee on a form provided by the District.

4.5. All training must be supported by written, verifiable documentation.

4.6. Training applied to meeting the Basic Position Qualifications or previous advancement cannot be credited again toward additional advanced placement on the salary schedule.

4.7. Training required for recertification or licensure renewal shall not be credited again toward additional advanced placement in the salary schedule.

4.8. Employees who are required to possess craft-related licenses or certificates issued by an authorized issuing agent approved by the District will receive all wage adjustments commensurate with their advancement, including the period of time when the Employer is waiting to obtain certification from the issuing authority.

4.9. The District will grant eight (8) hours of release time yearly for pre-approved training to maintain an employee's license or certification.

4.10. Laborers will be placed in the Laborer Advancement Program (LAP) and will advance each year based on LAP requirements until reaching a D3 status, at which time they may apply for a position based on their qualifications. Upon completion of the skills test and time requirement in the LAP program, laborers will be upgraded to D4 and remain a D4 until transferring to another position.

4.11. The LAP program will be offered for any M&O Department that does not require a license. If a position remains vacant after a period of six (6) months, the District and the Union will discuss potentially converting the position to a LAP position for that craft. If the position remains vacant after twelve (12) months, the position will be converted to a LAP position.

4.11.1. In the event the District determines it is necessary for the position to be reallocated or lost, the parties shall negotiate and if no agreement is reached, the issue shall be referred to the arbitration procedure outlined in this agreement.

5. Custodial Training. New hires will be required to take a comprehensive training course. The District will allocate a position solely responsible for training new custodians in job and safety requirements of the classification but will not use contractors. The District and the Union will work collaboratively to develop the training course, which will be provided by the District. In the event an employee in the bargaining unit is used for training, the employee will receive a stipend of fifty dollars ($50.00) per day.

6. Work Assignments and Workload

6.1. Full-time employees will not be regularly assigned to work out of classification or to be downgraded to work point five (.5) in two (2) different classifications.

6.2. If employees are assigned to duties that are not reflective of the job description of the classification the employee was hired into, the District and the Union agree to meet and review the employee's workload.

6.3. 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.

7. Job Performance Requirements

Defined as satisfactory performance for a minimum of five (5) years, satisfactory job performance may be determined through an employee performance appraisal, and/or at the request of either party, the administration of a skill competency test.

Employees are required to perform job duties according to approved job descriptions and according to the Collective Bargaining Agreement (CBA), APS policy, and the APS Handbook. When a conflict occurs between the CBA and APS policy or the Handbook, the CBA governs.

If an employee transfers during the year, the performance appraisal ratings from both supervisors will be measured proportionally.

8. Miscellaneous

8.1. The manner in which other Maintenance and Operations (M&O) positions were hired and/or advanced on the M&O Salary Schedule are not a consideration in the review of a subsequent reclassification request.

8.2. Assurances of a reclassification occurring prior to the conclusion of the reclassification process by anyone are inappropriate and cannot be honored.

8.3. It is the responsibility of the employee requesting reclassification to provide supporting documentation necessary to consider the request.

8.4. The Department of Human Resources approves reclassification requests.

Article 15. MOVEMENT OF PERSONNEL

1. The District will endeavor to fill permanent job openings by promoting employees per the application process from lower-rated job titles in the bargaining unit or laterally transferring employees 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.

    a. In the event the District determines it necessary to eliminate a position, the parties shall negotiate, and if no agreement is reached, the issue shall be referred to the arbitration procedure outlined in this contract.

2. Vacancies will be posted internally one (1) time before external applicants may apply.

3. Employees requesting a lateral transfer to another work location, work schedule, or both within the same job title and classification may do so by executing an online application during the time that the vacancy is posted on the District website and by checking the transfer box. No employee may transfer or be transferred more than once in any six (6) month period, except when the transfer for that employee occurs in accordance with paragraph 3 below. Such forms shall be kept on file during

each individual year of the Agreement unless requested to be removed by the employee. Such transfers shall precede the implementation of Paragraph 3 of this Article. Seniority shall determine the selection of the employee to be transferred when two (2) or more employees have executed a request for the same position. Employees who are on paid administrative leave pending an investigation or in the process of remediation for unsatisfactory performance will not be considered for transfer. As part of the process of remediation, if an employee has received a record of a verbal warning and a memorandum to their personnel file regarding performance, the employee will receive written notification of the expected level of performance and a reasonable time frame for improvement.

4. All new hire custodians will be selected from the substitute pool where they will obtain training.

   4.1. Substitute custodians are members of the bargaining unit and receive the D1 starting hourly rate.

   4.2. Substitute custodians will be placed into schools as regular employees once they have been employed for two months and will receive training and an evaluation prior to school placement.

   4.3. Substitute custodians may remain in the substitute custodian pool for no more than two months after their date of hire. During this window, substitute custodians shall apply for open positions.

   4.4. If the substitute custodian does not have a permanent position at the end of the two-month period, the district shall place the substitute custodian at a location based on greatest need with a funded vacancy.

   4.5. Once all positions are full, APS will maintain a substitute custodian pool for sick leave and vacation leave but those custodians will stay in the substitute pool if there are no funded vacancies.

5. When a lack of work or insufficient appropriated funds exists and it becomes necessary to reduce the workforce, employees shall be selected as surplus in the inverse order of their seniority from the job title and shall be considered for placement to another job for which the employee is qualified to perform efficiently within a reasonable trial period in order of the following successive steps:
   5.1. on vacancies in the employee's classification;
   5.2. 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
   5.3. in the next lower classification and in the same manner in successively lower classifications;
   5.4. 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;
   5.5. a surplus employee may elect to fill a vacancy in a lower classification or be laid off.

6. If insufficient appropriated funding to work locations within the District results in the displacement of bargaining unit employees, the District and the Union will convene to consider assigning employees as "must hires."

6.1. 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 current vacancies, employees on the "must hire list," and notice of employees filling vacancies will be provided 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 of Article 18, paragraphs 3 and 4, if there is a vacancy in a higher classification, the employee may apply in accordance with Article 15, paragraph 4.

6.2. 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 15, paragraph 4.

7. If it becomes necessary to reduce the workforce in Special Projects due to a lack of funding, employees working in Special Projects will have the right to "bump" into any position that they qualify for based on seniority after all unfilled, open positions have been filled in accordance with this Article. Employees will start at the highest pay within the new D-Level scale that is closest to their original pay in Special Projects.

8. The District shall select an employee from those possessing the required qualifications to perform the work involved and who have made their desires known in accordance with Paragraph 4 of this Article within ten (10) working days. When qualifications are met, seniority shall govern in such selections. In determining the qualifications of an employee for movement to a job title, the District shall consider the employee's skill to perform under the job title including his demonstrated ability on his present job assignment.

   The Department of Human Resources shall give written notification to each employee who has filed a Job Bid Application Form of his selection or rejection for the job vacancy for which he has applied with a copy of each selection notification distributed to the Local Union. The successful applicant will be placed in the position within five (5) working days of the notification of selection. In the event the District is unable to place the employee in the new position, within five (5) working days, the employee will receive the commensurate new wage rate from the day they are notified of their selection.

9. Each employee transferred/promoted shall be provided a reasonable orientation period on the job, not to exceed six (6) months. In the event the employee fails to perform the job satisfactorily, the District will return the employee to the 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. At such time, a replacement from the initial application pool will be selected with seniority being secondary to qualifications. If the District is unable to fill the position with an applicant from the initial applicant pool, the position will then be re-advertised at which time the replacement will be selected with seniority being secondary to qualifications.

10. The District may hire an applicant from outside the bargaining unit when a job vacancy cannot be filled in accordance with the provisions above, subject to the provisions of Paragraph 9.

11. 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.

11.1. 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 his last known address to return to work.

11.2. Any employee who has not been recalled within six (6) months of layoff shall be considered terminated.

12. Temporary vacancies, except as provided for herein, which extend beyond five (5) weeks shall be filled in accordance with the provisions of Paragraph 4 on a temporary basis. Those vacancies created by an employee's absence due to illness or injury, may be filled on a temporary basis for up to six (6) months before the provisions of Paragraph 4 must be implemented. A temporary vacancy shall cease to exist upon the return of the employee for which the temporary vacancy was established. Employees filling such temporary vacancies shall return to their former job title and classification. If the incumbent employee does not return to their previous position, the successful temporary applicant can assume the position on a permanent basis.

12.1. Bargaining unit employees may be assigned as "leads" in accordance with Article 18, Sections 13 and 14 when vacancies necessitate a "lead."

13. Contracted Work

13.1. The Employer and the Union agree that bargaining unit employees will have priority assignment to all maintenance and custodial work performed in the District with operational funds.

13.2. In the event of specific time constraints and/or emergencies, the Employer may supplement the existing work force by using contracted services on an "as needed" basis only. At no time will the use of contracted services result in the reduction or lay-off of bargaining unit employees.

14. Online Application Process

14.1. The Union concurs with the District's efforts to streamline the employment application process. It is understood by the parties that in order to enhance and support the application process for bargaining unit employees the District will provide for:

14.1.1. The opportunity for employees to have assistance from qualified staff to access the District's computer systems to properly and efficiently apply for vacant positions.

14.1.2. Provide for the submissions of job applications during the Employees' normal work hours.

14.1.3. Provide for assistance to employees with insufficient writing and English language skills.

14.1.4. Provide acknowledgement (confirmation), via paper copy, of the application submission for a vacant position.

14.1.5. In the event the system is down, the employee will have an opportunity to reapply for the vacant position(s) and shall suffer no loss of placement in the application process.

14.1.6. Custodians will be provided use of a computer to access APS systems and training modules.

Article 16. SENIORITY--PROBATIONARY EMPLOYEES, AUTOMATIC TERMINATIONS

1. An employee's seniority within 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 absences which have been approved by the District.
2. An employee shall be considered probationary for the first six (6) months of employment. During such probationary period an employee shall not be covered by the grievance procedure for discipline. Within ten (10) working days following receipt of notice of termination, the probationary employee will, upon written request, be provided written reasons for termination. A supervisor must evaluate the employee within the first six (6) months of employment. The employee may be accompanied by a Local Union Representative.
3. An employee's employment status with the District shall automatically be terminated when 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. An employee must provide notification of a resignation in writing with the effective date of the resignation.

Article 17. INVESTIGATIONS AND DISCIPLINE

Investigations

1. Upon the employee's request a Local Union Representative will be permitted to be present during investigatory interviews where the employee has a reasonable belief that discipline or other adverse consequences may result. In the event that a Local Union Representative is not immediately available, the interview shall not be delayed more than seventy-two (72) hours.
2. Local Union Representatives attending investigatory meetings or other grievance meetings shall be given reasonable prior notice, normally twenty-four (24) hours, in to make appropriate accommodations for their work or Local Union activity. In the event a Local Union Representative is not immediately available, the meetings shall not be delayed more than seventy-two (72) hours.

Discipline

3. 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 is to correct performance or behavior that is below acceptable standards. Progressive discipline will be used whenever appropriate to correct performance or behavior, beginning with a Summary Memo.

4. 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.

5. An employee who has completed one (1) full year of employment with the District may be terminated only in accordance with state law.

6. Procedure for Termination. The procedure for termination of employees with more than one (1) year of consecutive service will be pursuant to the provisions of state law (20-10-14 NMSA 1994), as follows:

   6.1. Any dispute arising between the parties with regard to the termination of an employee without just cause, who has been employed by the District for one (1) consecutive year, may be referred to Arbitration in accordance with the procedure set forth.

   6.2. An employee shall receive written notice of termination.

   6.3. The employee, if acting on their own behalf and/or their representative, may request an opportunity to make a statement to the school board on the decision to terminate without just cause, by submitting a written request to the superintendent within five (5) working days from the date the written notice of termination is served.

   6.4. The employee may request in writing the reason(s) for the action to terminate.

   6.5. The superintendent shall provide written reasons for the notice of termination to the employee within five (5) working days from the date the written request for a meeting and the request for the reasons were received by the superintendent.

   6.6. Neither the superintendent nor the local school board shall publicly disclose the reasons for termination.

   6.7. Within ten (10) working days from the date the employee receives the written reasons from the superintendent, the employee's request for a hearing will be granted if the employee and/or their representative provides, in writing, a statement of the facts that the employee believes support their contention and the reason(s) specifying that the grounds that the decision was without just cause.

   6.8. The school board shall meet to hear the employee's statement in no fewer than five (5) or more than fifteen (15) working days after the school board receives the statement. The hearing shall be conducted in accordance with the provisions of the Open Meetings Act.

   6.9. The school board shall notify the employee of its decisions within five (5) working days from the conclusion of the meeting.

   If the employee is still aggrieved by the school board's decision, the matter may be appealed to arbitration.

Article 18. WAGES AND ALLOWANCES

1. It is agreed by the parties that the wage rates set forth herein are effective July 1, 2025and shall continue to be effective until 11:59 p.m. June 30, 2026. Wage rates for the second and third annual period shall be determined by the parties subject to the provisions of Article 30, Term of Agreement.
   1.1. For the fiscal year 2026, there will be an across-the-board base wage adjustment of five (5%) percent.
   1.2. In the event additional revenues are realized by the Board 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.
   1.3. It is agreed that Maintenance and Operations employees will receive at least the amount appropriated by the legislature for school support employees.
2. When a promoted employee fails to satisfactorily perform in a new job, the employee shall be moved to the former job and shall receive pay treatment as though the employee had remained on the former job.
3. When an employee is upgraded, the employee will receive the greater of the new Level Start Hourly Rate or a wage increase of four (4) percent for each grade the employee advances, up to a maximum of ten (10) percent.
4. When an employee is downgraded, the employee's hourly rate will be adjusted to the greater of the lower Level Start Hourly Rate or a wage decrease of four (4) percent for each grade lowered, up to a maximum of ten (10) percent.
5. Employees assigned to the night shift will receive a differential allowance in the amount of twenty-eight cents ($.28) per hour.
6. When an employee is required to use a personal automobile for travel between job locations during the work schedule, a mileage allowance will be paid to such employee in accordance with IRS rates. Sub custodians will be paid round trip mileage at the IRS rates from Building Services to their assigned school.
7. 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 10 days from payroll close to be paid. However, when payday falls on a holiday, employees shall be paid on the workday immediately preceding the holiday.
   7.1. D-Schedule employees who are employed the entire fiscal year will have their hourly pay prorated will be paid 85.3333 hours (256 days divided by 24 pay days) per pay period. Employees hired after July1 each year will have their hours prorated based on the number of days they will work and the number of paychecks remaining in the fiscal year.
8. Each employee will be provided by the District with two hundred fifty dollars ($250.00) each August for the purpose of purchasing uniforms throughout the year. Employees who are hired after July but

before April 1st will receive this amount in their first paycheck. New employees whose employment is terminated before the completion of two (2) full pay periods will have this amount collected back from their final paycheck if previously paid. Employees hired after March 31 will not receive a uniform allowance until July and will not be disciplined for deviation from the uniform policy. As a condition of employment, employees will be required to wear uniforms and identification on the job and assume responsibility for their maintenance.

Safety apparel such as, but not limited to, foot protection, gloves, and glasses, which shall assure the employees' safe performance of their job duties, shall be provided to employees by the District at no cost to the employee; and the District shall assume responsibility for their purchase, replacement, and maintenance.

8.1. Employees shall have the option to upgrade safety apparel at their own expense. The employee shall pay any costs over the two-hundred-dollar ($200.00) allowance for safety shoes. Any amount under the allowance can be used to purchase socks, gel inserts, or other accessories worn with the APS uniform, dependent upon the RFP (request for proposal) process. The District and the Union will determine choice and criteria for uniform apparel and safety shoes.

8.2. Safety shoes will be provided at least annually or if necessary, more often. Low-top safety shoes will be permitted unless required by OSHA for specific job classifications. Employees will receive their vouchers from building services. D-schedule employees who work for Food and Nutrition Services will receive their vouchers from Food and Nutrition Services. Employees will sign a verification form when purchasing their shoes at the vendor acknowledging receipt of their shoes. The voucher is only valid for vendors approved by APS and will be valid for thirty (30) days from the date of the receipt. Vouchers will be returned to M&O by the vendors.

8.3. 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 Director of Maintenance and Operations for a final decision.

8.4. Picture ID badges, issued through the District, shall be considered part of the uniform and shall be worn visibly without distraction of clothing or any other obstacle. The employee shall be responsible for the replacement cost of lost or damaged badges.

8.5. New hires will be issued vouchers for uniforms and safety shoes within forty-five (45) days of hire date.

8.6. All employees must follow the APS Employee Handbook guidelines and be professional in appearance at all times. The Union and the District agree that the uniform will consist of a solid colored, collared shirt. Custodians can wear school colors but may not wear school t-shirts. School spirit wear must be of the same quality and style as the district uniform as described herein. Any employee who works with or is exposed to live electricity must wear shirts of 100 percent cotton. Trousers must be blue jeans or Docker-type pants. Baggy pants or excessively large shirts are not allowed. Identification badges must always be worn. Custodians may not wear yoga pants, shorts, sweatpants, sports jerseys, sleeveless shirts, tank tops, or flip flops. Safety shoes must be worn. During the summer months, plain t-shirts in good condition may be worn. Summer schedule custodians and yardmen at school sites may wear shorts in good condition when schools are not in session. Cutoff shorts and/or athletic shorts are not allowed.

8.7. Safety vests will be required for maintenance employees working any outside perimeter of a school or in all designated construction zones where hard hats are required.

9. When employees are assigned to work in more than one classification, the employee will be paid at the higher rate of pay for all hours worked.
   9.1. When the District temporarily upgrades an employee, such employee shall receive wages as prescribed above for all hours worked for the period of the temporary assignment.

10. When, at the convenience of the District, a night shift employee is temporarily assigned to the day shift, the employee shall continue to be paid the night shift differential.

11. When the District furnishes tools required for assigned work, the District will replace broken or worn-out tools. Lost tools will be replaced by the employee to whom they were furnished. The parties have established written procedures for the implementation of this provision as follows.
    11.1. The Supervisor will have an inventoried list of assigned tools that have been furnished by the Board, for each employee. The inventoried list will be updated at least annually or more often if needed.
    11.2. Each employee will be responsible for replacement of tools stolen due to negligence (i.e., tools left unsecured or in plain view in an unlocked vehicle) or any tools that are lost.
    11.3. When tools are lost, employee must notify Supervisor as soon as possible.
    11.4. When tools are stolen, employee must notify Supervisor and School Police as soon as possible.
    11.5. An employee will request from his Supervisor an inventory of tools prior to the issue of any vehicle and/or tools on a temporary basis.
    11.6. Any dispute between the employee and the Immediate Supervisor as to lost, stolen, or worn-out tools, will be reviewed by the Local Union President and the Director of Maintenance and Operations for a final decision.

12. All employees who have reached ten (10) years of continuous service will receive longevity pay of fifteen cents ($0.15) per hour added to the base hourly wage, given on the anniversary date on the completion of the ninth (9^{th}) year of their employment and on July 1 every year until the fifteenth, twentieth, twenty-fifth, and thirtieth years, where an additional five cents ($0.05) will be added to the longevity pay.

13. Lead: Lead technician in a specific project or task in the field who lead three (3) or more fulltime employees in Operations and Maintenance Classifications in the same wage classification and location shall receive a differential of seventy-five cents ($0.75) for each hour of such assignment.

14. Chief Technician: Oversees the daily functions of a M&O shop in the absence of a supervisor or assistant supervisor shall receive a differential of ten percent (10%) of their base pay for each hour of such assignment. Chief Technician does not require a minimum number of full-time employees in the same wage classification and location. The Chief Technician will have no authority to hire, promote, discipline, or conduct evaluations.

The lead/chief assignment will be offered on the basis of volunteers. If there is more than one volunteer the most senior volunteer shall have the opportunity to take the assignment. If there are no volunteers then the assignment will be rotated in inverse order of seniority. The lead/chief

assignment will be assigned in increments of one month at a time. The rotation occurs monthly unless there are no volunteers offering to be lead/chief. The Department Supervisor may develop alternative increment periods of assignment. In such cases the supervisor shall contact the Local Union for negotiation before implementation of any alternative increment periods.

MAINTENANCE AND OPERATIONS WAGE SCALE FOR CUSTODIAL, OPERATIONS, AND SKILLED CRAFTS PERSONNEL

Level	1	2	2B	3	3b	4	5	5B	6	7
Start	$15.00	$15.60	$16.2240	$16.8729	$17.5478	$18.2497	$18.9796	$19.7387	$20.5283	$21.3494

DC SPECIAL PROJECTS SALARY SCHEDULE

Level	Step	Hourly minimum	Hourly maximum
4	1	$15.32	$17.06
4	2	$17.07	$18.82
4	3	$18.83	$20.58
5	1	$16.33	$18.19
5	2	$18.20	$20.06
6	3	$20.07	$21.94
6	1	$17.34	$19.33
6	2	$19.34	$21.33
6	3	$21.34	$23.34
7	1	$19.35	$21.24
7	2	$21.25	$23.14
7	3	$23.15	$25.05
7	4	$25.06	$26.95

Steps:
1 = Certification
2 = Multiple certifications or specialty license
3 = Multiple specialty licenses or master license
4 = Multiple master licenses

Definitions:
1 = Certification is any class relevant to the position taken that takes less than four (4) months to complete or less than two hundred forty (240) class hours.
2 = Multiple certification or Specialty license (plumber, HVAC, electrical, low voltage (alarms, intercoms, phones, security), carpenter, painter, mason, sheet metal, CDL holders (equipment operators, Class A holders), welder, etc.

3 = Multiple specialty license or master license (state CID definition) in any of the above job titles
4 = Multiple master licenses

DESCRIPTION OF CUSTODIAL OPERATIONS AND MAINTENANCE POSITIONS
Classification Codes

Custodial Classification Codes
• 01: Elementary School Custodian, Middle School Custodian, High School Custodian.
• 02: Any location with one custodian.
• 03a: Head Custodian in charge of Middle of Elementary School; Night Lead Custodian at High Schools.
• 03b: Head Custodian of Middle Schools that meet a minimum of 120,000 occupied square ft. and a student population of six hundred (600) or more will be placed on the D3b salary schedule or increased 4 percent, whichever is greater.
• 04: Head Custodian in charge of a High School location or directing six (6) or more employees assigned full-time to that location.

Operations Classification Codes
• 01: Laborer.
• 02: Refuse Helper, Floor Care Equipment Courier, Half-time Yard Person.
• 03: Small Appliance Repair Assistant, Full time Yard Person, Primary Yard Person (High School).
• 04: Mail Carrier, Materials Control Clerk, Dispatcher, Stadium Keeper.
• 05: Warehouse Transport Clerk, Materials Management Warehouse Driver/Clerk, Stock Clerk/Truck Driver (Food Services).
• 07: Landscaper.

Maintenance Classification Codes
• 04: Senior Trades Positions requiring no license, Carpet Cleaners, Carpenters.
• 05: Senior Trades positions requiring one craft-related license, technical/vocational certificate or apprenticeship or certificate issued by an authorized issuing agent approved by the DISTRICT. Includes Painter and Glazier.
• 06: Senior Trades positions requiring two (2) craft-related licenses; technical/vocational certificate; apprenticeship or certificate issued by an authorized issuing agent approved by the DISTRICT. Includes Pressure Washer (upon job description review and update), Irrigation Technician.
• 07: HVAC (Boiler License and Gas License), Plumbers (Plumber's License and Gas License) Electronics Technician, Electrician, Cafeteria Equipment Repair Technician, Auto Mechanics, Sheet Metal Technician, Sign Shop Technician, Telecommunication Technician, Musical Instrument Repair Technician, Class A Heavy Equipment Operator, and Irrigation Technician (with JS-6, Back Flow and Water Audit Certifications), Horticultural Technician, Bus Mechanic.

15. Licenses.

15.1. If an HVAC employee currently has both an HVAC and a refrigeration license, that employee will receive a one-time twelve hundred fifty dollars ($1250.00) on their base rate of pay. Any new employee with both licenses will also receive twelve hundred fifty dollars ($1250.00) on their entry rate of pay. Any HVAC employee that obtains their refrigeration license will receive a one-time increase on their base wage of nine hundred fifty dollars ($950).

15.2. Certification relevant to automotive job duties regarding diesel and refrigerants shall receive a one-time one thousand dollars ($1000) increase to their base rate of pay. Additional certifications must be applicable to an employee's current position and must be agreed to by the District and the Union to be eligible for a one-time one thousand dollars ($1000) increase to the employee's base wage.

15.3. Any Fire Suppression plumbers shall receive a one-time twelve hundred fifty dollars ($1250.00) increase on their base rate of pay.

16. Recruitment Differential. The District may authorize a recruitment differential for only the positions of Plumber, HVAC, HVAC Sheet Metal Technician, Automotive Technician, Exterior Pest Control Technician, Heavy Equipment Operators, Instrument Repair Technician, Cafeteria Equipment Repair, Electrician, Electronics, Horticulture Integrated Pest Management, and Irrigation Techs (with Water Audit Certification)(D7) if the District determines the position is critical to the effective operations of the District and if there is a severe recruitment shortage for the District. Entry pay for these positions will be $24.62 per hour. Irrigation Techs (D6) will be deemed hard to fill and entry pay for this position will be $21.3494. Small Equipment Repair, Materials Management Drivers/Clerks, and Food Services Warehouse Transport Clerks will be deemed hard to fill and entry hourly rate for this position will be $19.7387.

The District, in collaboration with the Local Union, may agree to higher entry pay for any classification that may be deemed "difficult to fill." This will be executed through an MOU.

Article 19. 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 job title and work location involved. Overtime shall be distributed among employees on the basis of the least amount of overtime offered and seniority. The parties agree that, if such overtime needs cannot be met on a voluntary basis, the eligible junior employee will be assigned overtime duties.

2. A record of refusals shall be kept and each refusal credited as overtime worked. Such record shall be available to the Local Union upon request.

3. Overtime Computation

3.1. Pay at time and one half (1-1/2) shall apply to authorized time worked in the following instances:

3.1.1. in excess of the employee's assigned daily work schedule within a twenty-four (24) hour period;

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

3.1.3. on Sunday.

3.2. Any authorized time worked within the 24-hour period on a day designated as a holiday recognized in this agreement (even if those hours fall within the employee's regular scheduled shift) is paid at time and one-half (1-1/2) in addition to a day's pay.

3.3. Paid leave shall be considered as time worked in the computation of overtime.

3.4. D-schedule employees who perform duties for those who rent District facilities shall have additional time after their duty day to complete their regularly assigned duties. Any time worked outside of the normal duty day shall be compensated at time and one half (1-1/2).

4. Compensatory Time

4.1. When overtime is available, the employee will determine whether such overtime will be taken as compensatory time or overtime payment. All overtime must be approved by the Supervisor prior to being worked.

4.2. Overtime will be paid in the Department/Location in which it is worked. Documented and approved (signed by principal or Supervisor) compensatory time will follow an employee when changing departments or locations. It is the employee's responsibility to ensure the documented and approved comp time records are current and accurate prior to transfer. It is also the employee's responsibility to take the documented and approved comp time log to the new site or location.

4.3. Compensatory time is offered at the rate of one and one-half (1-1/2) time for each hour worked.

4.4. Employees may accrue a maximum of one hundred twenty (120) hours of time off in lieu of overtime pay which is eighty (80) overtime hours worked.

4.5. Accrued compensatory time not taken by the end of the fiscal year can be converted at the employee's request to overtime compensation. Compensatory time can be accrued beginning July 1 for use at the winter break.

4.6. Compensatory time should be used prior to any annual leave.

5. The District will be responsible for maintaining records of compensatory time earned and used. Compensatory time records shall, upon written request, be available to the Union for inspection.

Article 20. INSURANCE BENEFITS

1. The District agrees to provide a program(s) of life, medical, and dental insurance benefits for full-time employees working more than 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. Employees who choose to participate in the District insurance programs will have their contributions automatically deducted through payroll deductions.

3. The benefits details are digitally available to all benefits-eligible employees on the APS Benefits website, where plan summaries and other resources provide all the basic terms and conditions of each available benefit.
4. 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 21. RETIREMENT PLAN

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 22. WORKERS' COMPENSATION

The District will continue to provide and maintain compensation under the Workers' Compensation Act at no cost to the employee.

Article 23. MANAGEMENT RIGHTS

The District or its supervisory personnel shall have the following rights:

1. to direct the work of its employees; to hire, promote, and assign employees; and to evaluate, demote, transfer, lay off, suspend, and discharge employees for just cause in accordance with the provisions of this Agreement.
2. to take necessary actions in time of emergency.
3. to manage and to exercise judgment on all matters not prohibited by this Agreement.

Article 24. INFORMATION AND NOTICES

1. The District agrees to notify the Local Union of the following matters:
   1.1. disciplinary actions
      1.1.1. terminations and suspensions without pay within five (5) working days of the action;
      1.1.2. written warnings placed into the personnel file within five (5) working days of the action;
   1.2. employees being declared surplus due to lack of work, in writing, and at least fifteen (15) working days in advance of such declaration;
   1.3. employees being retreated to their former job in accordance with the provisions of this Agreement;
   1.4. all job vacancy hires and the position filled at least once a month;
   1.5. a list of all bargaining unit employees who have accumulated four hundred fifty (450) annual leave hours at least once a month;

1.6. all contemplated changes to policies that affect the terms and conditions of employment. If requested to do so, the District shall bargain with the Union in good faith prior to implementing such changes.

2. The District agrees to send to the Secretary-Treasurer of the Union, in writing, within two (2) weeks the following: a list (check off) containing all the names of the employees in the bargaining unit and home addresses, work and personal cell phone numbers, work and personal email addresses, work locations, rates of pay, seniority dates and 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. The above listing shall indicate the status of the employees by specifying which employees are new or rehired and those that have been separated from the roll by reason of termination, retirement, or leave of absence and those members for whom no dues deductions were 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 changes in the names of District representatives and their respective authorities whom it has designated to represent the District in its relations with the Union and/or the Local Union.

4. The Union and/or the Local Union agree to notify the District, in writing, of all notices required to be given by the Union and/or Local Union to the Board under this Agreement.

5. The Union may use the District's email system to communicate with the bargaining unit. Any group mailings will originate from a server outside of APS.

6. Each of the parties hereto agrees to forthwith notify the other of addresses to which all notices and information should be sent to it pursuant to this Agreement as well as all changes in such addresses.

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, their replacement, or the employee, if agreed to by the parties. If the originator of said material is no longer available, the Executive Director of Labor Relations will function as the originator of the document.

8. Any non-pay impacting disciplinary action, such as a reprimand, counseling statement, or written warning, or any derogatory material in an employee's personnel file, which is not ongoing, shall be removed after two (2) years at the request of the employee.

9. 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 Chief of Human Resources to become part of the employee's personnel file. Any information placed in the employee's personnel file may be removed as a result of a grievance settlement.

10. An employee may review information in their own personnel file excluding confidential materials directly and solely related to pre-employment. The employee has the right to designate in writing a Union or Local Union representative who may have access to that employee's file. Copies of requested information from the personnel file shall be provided.

11. An employee will receive a copy of any documentation relating to their performance prior to such documentation being placed in the employee's official personnel file.

Article 25. PAYROLL DEDUCTIONS-CHECK OFF

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 based on 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."

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;
   3.2. the employee is on a leave of absence.

4. The District will stop individual deductions when:
   4.1. The employee gives notice to the Union by signing a letter during the two (2) weeks prior to July 1, which will request that the employee's dues deduction authorization is revoked, to become effective July 1. The original letter will be sent to the Payroll Department for processing. Processing will occur within thirty (30) days of receipt of the letter; copy of the letter will be sent to the Office of Labor Relations;
   4.2. the employee is no longer in the employ of the District;
   4.3. when the employee is permanently transferred out of the bargaining unit.

5. Such deductions will have a 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 to the Secretary-Treasurer of the Union within two (2) weeks following the second deduction of the month. Such remittances shall be accompanied by the information specified in Article 24, 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.

Article 26. 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 Labor 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 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 PEBA, such provision or application of this Agreement shall have effect only to the extent permitted by Policy HE. and PEBA.
   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 Agreement 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. The District agrees to provide copies of the Agreement to all employees within the bargaining unit.

Article 27. NO STRIKE PROVISION

It is agreed that neither the Union nor any member of the bargaining unit shall urge or participate in the forming of or the involvement in a strike, work-stoppage, or slow-down.

Article 28. 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 29. MAINTENANCE AND OPERATIONS SAFETY COMMITTEE

The Maintenance and Operations Safety Committee shall include two (2) employees as members to be selected by the Local Union. This Committee shall meet at least once per month to discuss safety programs which it shall adopt and promote. The Chairperson of the Maintenance and Operations Safety Committee shall furnish to the parties a representative written report of the Committee's activities once each month.

Article 30. TERM OF AGREEMENT

1. Subject to ratification by the parties, this Agreement shall become effective at 12:01 a.m., July 1, 2025 and shall continue in effect until June 30, 2026 subject however, to the other provisions of this Article.
2. Wage rates and allowances set forth in Article 18, Wages and Allowances, and insurance premium contributions set forth in Article 20, Insurance Benefits, shall be negotiated for remaining annual periods of the Agreement, beginning July 1 and ending June 30 provided that either party has given the other at least thirty (30) days written notice in advance of July 1 of that annual period. Wage

rates and insurance premium contributions agreed upon by the parties for each annual period shall be effective following ratification and shall remain in effect for that annual period.

3. The Agreement shall remain in effect until either party serves a sixty (60) day written notice to the other, prior to July 1, 2026, 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. on June 30, 2026, 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.

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

Dr. Gabriella Duran Blakey, Superintendent
Date:

COMMUNICATIONS WORKERS OF AMERICA MAINTENANCE AND OPERATIONS UNIT

Paul Aguilar, President, CWA Local 7070
Date:

ALBUQUERQUE PUBLIC SCHOOLS

Dr. Valerie Hoose, Executive Director Labor Relations
Date:

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

Danielle Gonzales, President
Date:

Union Negotiating Team

Paul Aguilar, Lead Negotiator
Jana Carr-Smith
Alvaro Rivera
Phillip Serna
Michael Moreland

District Negotiating Team

Dr. Valerie Hoose, Lead Negotiator
John Dufay
Adrian Ortega
Mark Turnbull
Rennette Apodaca

Rosalinda Montoya

EXHIBIT A

AUTHORIZATION OF DEDUCTION OF UNION DUES
(Maintenance and Operations Unit)

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 25, 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 in accordance with the most recent applicable provisions of Article 25, 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 union dues by making the request on this form up to ten (10) days prior to July 1. Requests must be submitted to the Union during this timeframe. The original letter will be sent

to the Payroll Department who will have thirty (30) days to process the request. A copy will be kept by the Local Union.

Employee Name: _____

School/Department: _____

Date: _____

Reason for cancellation of Membership:

_____

_____

_____

_____

EXHIBIT B, Memorandum of Understanding

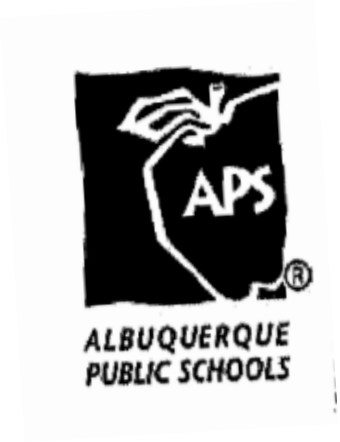
The following Memoranda of Understanding between the parties are in full force and effect during the term of this Agreement:

Memorandum of Understanding

To: Valerie Hoose, APS Executive Director of Labor Relations
From: Paul Aguilar, President, CWA Local 7070
Date: May 22, 2024

The parties agree that the terms of the educational program offered to Special Projects employees and other bargaining unit employees will be bargained, and an MOU will be entered, which will be attached to the ratified contract.
The bargaining meetings will occur prior to November 20, 2024, and an MOU will be signed prior to December 31, 2024.

Agreed to terms on May 22, 2024



SUMMARY MEMO FORM

DATE: _____

SUPERVISOR NAME: _____

EMPLOYEE NAME: _____

RE: JOB PERFORMANCE ISSUES (ALL D LEVEL EMPLOYEES)

In accordance with the Negotiated Agreement Article 5, Section 8 #8.1, I am bringing to your attention concerns with your job performance in the following area(s):

1)

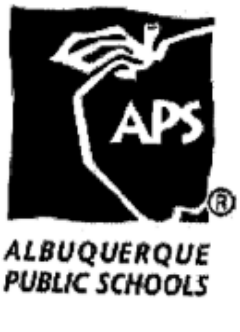
2)

3)

Please note: This notification is **Non-Disciplinary** and will only serve as my record of our conversation. If the above issues are not corrected, I will use this as my record of compliance with Article 5 Section 8, 8.1, and I may proceed to disciplinary action next time these issues are addressed in a formal meeting with you and your Union Representative (if you request that one be present).

Signature of Employee: _____

Date: _____



FORMA DE RESUME

FECHA: _____

NOMBRE DEL SUPERVISOR: _____

NOMBRE DEL EMPLEADO: _____

RE: PROBLEMAS DE DESEMPENO LABORAL (TODOS LOS EMPLEADOS DE NIVEL D)

De acuerdo con el Acerdo Negociado Articulo 5, Seccion 8 #8.1, Estoy trayendo a su atencion estos problemas con su desempeno laboral en las sigulente areas(s):

1)

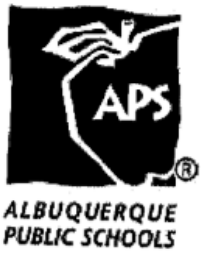
2)

3)

Por favor tenga en cuenta: Esta notificacion no es disciplinaria y solo servira como mi registro de la conversacion. Si las cuestiones antes mencionadas no se corrigen, Voy a usar esto como mi registro de cumplimiento con el Articulo 5 Seccion 8, 8.1, y puedo pasar a la accion disciplinaria proxima vez estos aspectos se abordan con una reunion oficial con usted y su Representante de Sindicato (si usted solicita que uno este presente).

Firma del Empleado: _____

Fecha: _____


APS
ALBUQUERQUE
PUBLIC SCHOOLS