

AGREEMENT

This Agreement was made and entered into at Albuquerque, New Mexico between the Albuquerque Municipal School District Number 12, County of Bernalillo, State of New Mexico (District) and the Albuquerque Educational Assistants Association (Association) on July 1, 2007.

ARTICLE 1 RECOGNITION

The District hereby recognizes and agrees that the Association has the sole and exclusive right to represent educational assistants, community support liaisons and campus security assistants as their bargaining agent pursuant to APS Board of Education Policy H.1.

ARTICLE 2 GENERAL PROVISIONS

A. Definitions

1. The term "Educational Assistant" or "EA" for the purpose of this Agreement shall mean all classified employees whose pay is based on the G-1 Schedule.
2. The term "Campus Security Assistant" or "CSA" shall mean all classified employees whose pay is based on the G-2 Schedule.
3. The term "Community Support Liaison" or "CSL" shall mean all classified employees whose pay is based on the H Schedule.
4. The terms "school", "site" or "building" shall mean any work location or functional division within the District where employees are assigned.
5. The term "Superintendent" as used in this Agreement shall mean the Superintendent of this District, or designee.
6. The term "administration" shall mean the principal or assistant principal of the school, or the supervisor of a non-school location.
7. The term "immediate supervisor" shall mean *only* the principal or assistant principal at a school or the supervisor of a non-school location.
8. The term "President" shall mean the President of the Association, or designee.

ARTICLE 3 AGREEMENT CONTROL

- A. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provisions shall be void.
- B. This Agreement is entered into pursuant to the terms of the APS Board of Education's Labor Relations Policy H.1, and should there be any conflict between the terms of this Agreement and the terms of Policy H.1, as adopted on September 9, 1971, and last revised on February 20, 1996, the Policy shall control.

- C. If any provision of this Agreement shall be found in conflict with Policy H.1, such provision shall have effect only to the extent permitted by Policy H.1. In the event any provision of this Agreement is found to be in conflict with Policy H.1, said provision shall be void. In case of any conflict between the provisions of this Agreement and any District/Board or Association policy, practice, procedure, custom or writing, except as provided in 2.02B above, the provisions of the Agreement shall control for the period of this Agreement.
- D. The District shall distribute this Agreement and amendments thereto at the time of adoption to all employees as the District hires them.
- E. The terms and conditions of employment as indicated in this Agreement shall be the same for all employees and shall be applied equally without modifications or exceptions unless provided otherwise herein.

ARTICLE 4 NEGOTIATING PROCEDURE

- A. Not later than May 1 of the calendar year in which this Agreement is subject to re-opener or expires, or on such date agreed to by both parties, the parties agree to begin negotiations in accordance with the procedures set forth herein.
- B. Negotiations shall be conducted in closed session. Normally each party shall have a negotiating team of not more than six (6) members.
- C. It is recognized that all agreements reached as a result of such negotiations shall be tentative until ratification by both parties is effected pursuant to the ratification procedures set forth in Board Policy H.1.
- D. The parties agree to meet at reasonable times, to bargain in good faith, and to execute a written contract incorporating any agreement reached.
- E. In the event the parties reach impasse, they may seek mediation assistance from the Federal Mediation and Conciliation Service.

ARTICLE 5 NO DISCRIMINATION

- A. The District shall not discriminate against any employee in the bargaining unit on the basis of race, color, religion, gender, age, national origin, marital status, sexual orientation, place of residence, disability, membership or non-membership in any EA organization except when the District determines there is a bona fide occupational qualification.
- B. The Association recognizes its responsibility as the bargaining agent and shall represent equally all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 6 NO RETALIATION

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

ARTICLE 7 ASSOCIATION RIGHTS

- A. All rights granted to the Association pursuant to the terms of this Agreement are for the sole and exclusive use of the Association and may not be granted to any other organization.
- B. When requested by an employee, an officer of the Association or Association staff has the right to accompany and/or represent an employee at meetings held at, or above the school or building level, at which matters pertaining to the employee's employment, including the employee's evaluation, will be discussed, or at which decisions relating to the employee's employment are being considered.
- C. The Association has the right to use the inter-school mail service and bulletin boards.
- D. The Board and the Association recognize that it is not permissible for the Association and/or the employees represented by the Association to access the District communication systems (e.g. fax, internet, intranet) to distribute or use materials not considered appropriate by District policy
- E. The Association has the right to make announcements at faculty/staff meetings and new employee orientation.
- F. The Association has the right to schedule Association meetings provided such meetings do not interfere with the duty day or conflict with previously scheduled events as determined by the immediate supervisor at no charge for the facilities or for normal services.
- G. Neither the Association nor any employee may solicit Association membership on District premises during the duty day of the employees involved in the solicitation. This shall not be construed to prohibit casual or personal conversation about the Association and Association activities.
- H. Association Representatives are recognized as Association leaders in their respective locations. This recognition entitles the Representatives to carry out their assigned Association responsibilities.
 - 1. The Representative may distribute Association materials and conduct Association business related to a grievance or representation provided such activities do not occur within the duty day.
 - 2. The Representative shall have the right to bring to the attention of the immediate supervisor all matters pertaining to the organizational rights of the Association, and all matters pertaining to the Agreement and other concerns of the employees.
 - 3. The Representative has the right to schedule employee meetings provided that such meetings do not interfere with the duty day, or conflict with previously scheduled events as determined by the immediate supervisor.
- I. Principals and other management/supervisory employees are prohibited from dominating or interfering in the existence, administration or operations of AEAA.
- J. Association representatives shall have the right to visit schools for the purpose of conducting representational business provided the visit does not interfere with the employee(s) paid work time. If the visit is during the employee(s) paid work time, the Representative and the involved employee(s) shall agree upon the date and time selected for the visit in advance, with the concurrence of the site supervisor.
- K. The Office of Labor Relations shall provide the Association the following information, by alpha and by

location for Association usage:

1. Name, address, telephone number, city, state, zip code, date of hire, employee number, number of years employed, work location, job classification, pay and Association and/or COPE membership status as follows:
 - a. By September 1 of each current school year;
 - b. Immediately following the October payroll run; and,
 - c. In the spring at the request of the Association.
 2. New hires, terminations and retirements by the fifteenth (15th) of each month.
 3. Group insurance data including enrollment figures, premium costs, program costs and a copy of the insurance policies.
 4. Upon reasonable request, and with the approval of the Office of Labor Relations, changes in items listed above and such other information that will assist the Association in the representation of employees.
 5. Upon reasonable request, access to any quarterly health insurance experience reports made available to the District by the carriers.
- L. The District agrees to deduct from the salaries of members of the Association dues as verified by the Association as each employee so authorizes the District to deduct.
1. Every employee who desires such deduction shall file a written authorization through the Association duly signed by the employee.
 2. Dues deductions shall continue from year to year without further authorization and at current monthly dues amounts unless the authorization to deduct is revoked in writing by the employee, as provided herein. Dues authorized will be determined by the Association and will be set at an amount for each payroll deduction.
 3. If an employee is absent for any reason and as a result of that absence has no earnings due for the month, no deduction will be made for that employee for the month.
 4. A member of the Association who has resigned during the school year or for any reason is no longer employed by the District will have the current month's dues deducted from the final paycheck.
 5. A member of the Association who has been reinstated during the school year will continue membership at the current monthly dues.
 6. Dues deduction authorizations shall be delivered to the District Payroll Department. Authorizations received prior to the tenth (10th) day of the month shall be deducted from the pay during the same month.
 7. The District agrees to transmit the amount collected each month to the Treasurer of the Association within fifteen (15) calendar days after date of deduction.
 8. The Treasurer of the Association will certify the amount of the deduction to be made from each employee's pay in writing to the District. When the Association dues are changed, the District agrees to effect such changes in deductions within thirty (30) days following receipt of such written notice of

change from the Treasurer of the Association.

9. The Association agrees to render the District harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the Treasurer of the Association has received the funds.
10. Dues deductions may be discontinued or revoked by the employee by filing such notice with the VP of the Association with a copy to the District Payroll Department duly signed by the employee. Such revocation must be received by the District Payroll Department no later than the ninth (9th) day of the month during which it is to become effective.
11. Representatives of the Association will meet with appropriate District budget personnel as requested in order that they may be kept abreast of current budget facts and figures.

ARTICLE 8 MANAGEMENT RIGHTS

- A. The Association hereby acknowledges that the District shall retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Mexico.
- B. Subject to the law, the District or its supervisory personnel, shall also have the following rights:
 1. To direct the work of its employees; to hire, promote, lay off and assign employees; to evaluate, demote, transfer, suspend, discharge, terminate and discipline employees;
 2. To take necessary actions in times of emergency when such situation is declared to exist;
 3. To manage and to exercise judgment on all matters not prohibited by this Agreement;
 4. To direct the operations and functions of the District in the most efficient and economical manner including, but not limited to, the right to enter into contracts with agencies or companies for services or materials.

ARTICLE 9 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to issues that may arise. All grievances shall be processed as provided herein.
- B. A grievance shall mean an allegation by an employee, a group of employees with the same grievance, or the Association, that there has been a violation of any of the provisions of this Agreement. If any District policy provides for redress, such redress shall be processed according to this grievance procedure.
- C. The District and the Association agree that these proceedings and all information relating to a grievance will be kept informal and confidential.
- D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be a maximum, and every effort shall be made to proceed as quickly as possible.
 1. The aggrieved, or the Association, must file a written grievance within ten (10) school days of the act or discovery of the act that caused the grievance.
 2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the

decision to Level Two within ten (10) working days of receipt of the decision by filing said appeal with the Office of Labor Relations.

3. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
4. Monday through Friday will constitute school days in counting minimum and maximum days when a grievance is not resolved before the end of the school year.
5. A grievance shall be filed at Level One if the remedy sought is within the authority of the immediate supervisor. If it is a remedy in which the immediate supervisor has no authority, it shall be filed at Level Two.
6. Failure to submit the grievance within the time limits specified shall result in waiver of the grievance.
7. If a grievance affects a group of employees at two (2) or more work locations, the Association shall identify the employees and work locations and submit such information, in writing, to the Office of Labor Relations.

E. All grievances and appeals of such must be filed on forms provided by the District.

F. Level One

1. The aggrieved party shall submit the grievance in writing to the employee's immediate supervisor. Within five (5) workdays following receipt of the grievance, a meeting shall take place between the employee's immediate supervisor and the employee to discuss the grievance. An Association representative may attend provided prior arrangement has been made through the Office of Labor Relations. Within ten (10) workdays following such meeting, the immediate supervisor shall give the aggrieved party a written response to the grievance.
2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within ten (10) workdays of receipt of the decision by filing said appeal with the Office of Labor Relations.
3. Failure to appeal the grievance within ten (10) workdays after receipt of the response shall result in dismissal of the grievance.

G. Level Two

1. The Superintendent, or designee, shall meet with the aggrieved, and/or a representative of the Association, within fifteen (15) workdays after receipt of the appeal of the Level One decision in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony and call witnesses. The Superintendent shall determine the procedures for conducting the meeting. Both parties shall submit a list of witnesses to the person conducting the meeting at least forty-eight (48) hours in advance of the meeting.
2. The Superintendent or designee shall, within ten (10) workdays after such meeting provided above, render the decision in writing to all parties concerned.
3. If the Association and the aggrieved party are not satisfied with the disposition of the grievance, the party may appeal the grievance to Level Three. Failure to appeal the grievance within ten (10) workdays

after receipt of the response at Level Two shall result in dismissal of the grievance.

H. Level Three

1. A grievance appealed to this level shall be heard by an Arbitrator who shall be selected as follows:
 - a. The parties may agree upon an Arbitrator.
 - b. Alternatively, the parties shall jointly request from the Federal Mediation and Conciliation Service a list of names from which the Arbitrator shall be selected.
 - c. The parties will strive to mutually agree upon the Arbitrator.
 - d. If the parties fail to mutually agree upon the Arbitrator, each party will strike one name followed by the other party striking one name until a single name remains and that person shall become the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
 2. The Arbitrator shall schedule the hearing as soon as possible following acceptance of the appointment. The parties agree to make available all pertinent, non-privileged information in their possession or control that is relevant to the issues raised by the grievance.
 3. The Arbitrator may establish the rules of procedure and, at the Arbitrator's discretion, may require the parties or witnesses to testify under oath or, upon demand of either party, shall require the parties or witnesses to testify under oath.
 4. The Arbitrator's report shall be prepared and submitted in writing only to the District and aggrieved, within thirty (30) calendar days after the first meeting, and shall set forth the findings of the fact, rationale, conclusions, and the determination(s) on the issues submitted. The determination shall be consistent with law and with the terms of this Agreement.
 5. The Arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.
 6. The determination of the Arbitrator on matters set forth in this Agreement shall be final and binding.
 7. The determination of the Arbitrator shall be acted upon within thirty (30) calendar days.
 8. The cost of services for the Arbitrator shall be shared equally by the District and the aggrieved.
 9. Unless the Association represents the aggrieved party, the District may require that the aggrieved party post the party's share of the expenses in advance of the hearing.
- I. Neither the District nor members of the Administration shall take reprisals against the aggrieved or any party or Association representative or any participant in the grievance procedure.
- J. All written and printed matter dealing with the processing of the grievance will be filed separately from the Central Office personnel files of the participant.
- K. The District agrees to make available to the aggrieved party and the party's representatives all non-privileged, pertinent information in its possession or control, which is relevant to the issues, raised by the grievance.
- L. Leave with pay will be granted to a grievant whose absence from duty is required by the parties to the grievance as part of a grievance meeting. The Office of Labor Relations shall notify the immediate supervisor(s) of the employee(s) designated to appear at such meeting.

- M. Nothing contained herein shall limit the right of any employee to process a grievance as an individual.
- N. To the extent provided by law, the parties agree that this procedure shall be the exclusive remedy for all allegations of violations of this contract.

ARTICLE 10 CONDITIONS OF EMPLOYMENT

A. Employment

- 1. The District shall maintain an updated orientation video that is shown to all newly hired employees. The Association and the District shall collaborate on the content of the video.
- 2. Employees hired in school and non-school locations by the District shall be required to successfully complete the licensure process as outlined by the State of New Mexico within 90 days of employment.
 - a. Employees who do not successfully complete the licensure process, as outlined by the State of New Mexico, within 90 days shall be reassigned as substitute EAs.

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

- 1. EAs shall not be responsible for preparing instructional objectives or initiating original concept instruction.
- 2. All EA duties shall be performed under the direction, but not necessarily in the presence, of a certified employee.

C. Categories of Employees

1. Regular

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

2. Short-term

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

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

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

E. Re-employment

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

F. Work Year/Duty Schedule

1. On the first official school day to report for duty, the District/principal/supervisor shall provide a school and/or jobsite-based orientation for employees in the bargaining unit.
2. The work year is based upon the school year calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the District shall not affect the total number of workdays required.
3. The work year for EAs and CSLs shall consist of one hundred eighty-two (182) days.
4. The work year for CSAs shall consist of one hundred ninety-two (192) days. Two (2) days shall be used for training purposes. CSAs and the site administrator(s) shall mutually agree on how to use the remaining eight (8) workdays.
5. The duty day shall consist of six and one-half (6-1/2) hours for EAs on a thirty-two and one-half (32-1/2) hour week, and eight (8) hours for CSAs and CSLs on a forty (40) hour week, exclusive of lunch period. The standard workweek is Monday through Friday.
6. Each employee shall have a thirty (30) minute, duty free, uninterrupted lunch period, which may be taken on or off the school grounds at the employee's discretion.
7. Employees shall be provided a reasonable duty free break time in the morning and afternoon at times mutually agreed upon by the employee, immediate supervisor and/or classroom teacher.
8. Employees shall not normally be regularly required to notify the immediate supervisor of their arrival or departure from the school or building location. Employees desiring to leave the school or building location during the duty day may do so with prior notification and approval of the immediate supervisor.
9. The District will not regularly expect or require employees to work in excess of the standard duty day, workweek or work year, however, the duty day may be lengthened up to two (2) hours for any individual employee in any twenty (20) day reporting period. This time is to be used exclusively for employee group meetings. Other required extensions of the duty day shall be compensated time.
10. In the event an employee agrees to be assigned work approved by the immediate supervisor beyond the maximum provided above, an employee who works less than forty (40) hours per week shall be entitled to compensatory time off provided a log showing approved extra time worked is submitted to the immediate supervisor. The supervisor and employee shall mutually agree to scheduling of compensatory time off. Compensatory time shall be defined as one hour off for one hour worked. An employee who works in excess of forty (40) hours per week shall be paid at a rate of time and one-half (1-1/2) for all hours worked beyond forty (40) hours. The employee may, in lieu of the overtime pay,

select compensatory time, which shall be mutually scheduled by the supervisor and employee.

Compensatory time for this purpose shall be defined as one and one-half hours off for one hour worked.

11. The immediate supervisor shall have the authority to permit divergence by the individual employee from the duty day by mutual agreement.
12. Employees who wish to substitute on their non-scheduled workdays shall have the option to do so providing they inform Substitute Services by August 1 of each school year of their intent.
13. Deviation from the provisions of Work Year/Duty Schedule may be made by mutual agreement of the Association and the Superintendent.

G. Assignments

1. The employee's primary responsibilities shall be the fulfillment of duties assigned by the District to the position allocated. The parties agree, however, that employees may be assigned other duties. Such duties shall be assigned on an equitable basis to employees except when, in the judgment of the immediate supervisor, the basis of assigning duties would not serve the best interest of the educational program at that school. Such duties shall not be the employee's primary responsibility.

H. Differential

1. If an employee is required to monitor classroom activities in the absence of a teacher for one-half (1/2) hour or more during any workweek, the employee shall be compensated at the rate of 1.5 times the employee's regular hourly rate for each hour or fraction of an hour, in excess of the half hour deductible stated above. At no time should any employee be used to perform such duties on a regular basis. The compensation shall not apply for travel time or time in which the employee is observing student activities that are being monitored by a teacher, any certified employee or other supervisor of the activity.
2. An employee will substitute for a teacher for the entire workday when the employee and the supervisor mutually agree it would be appropriate. The half hour (1/2) deductible shall not be deducted when an employee substitutes for an entire day.
3. If more than one employee monitors classroom activities in the same classroom at the same time in the absence of a teacher, all employees shall be compensated at 1.5 times their hourly rate.
4. If the District identifies an assignment that requires independent instructional responsibilities, the employee shall be compensated at the rate of 1.5 times the employee's regular hourly rate for each hour or fractions of an hour for all eligible time.
5. If the employee and the supervisor mutually agree, the employee may choose to accept compensatory time instead of 1.5 of their regular rate. The compensatory time is earned at the following rate: the number of compensatory hours earned equals the number of hours monitoring classroom activity in the absence of a teacher.

I. Language Translation Services

1. An employee shall demonstrate working knowledge/communication skills of the language to be translated if that employee is required by the site administrator to provide oral translation services

outside classroom/job assignments.

2. The site administrator is the only APS employee who may require an employee to provide oral translation services. The employee providing oral translation services shall be compensated at the rate of one and half (1.5) times the employees' hourly rate per hour or fraction of hour.
 3. The site administrator will not pull an employee from assigned classroom/job responsibilities on a regular basis.
 4. An Employee will not provide written translation for official district documents including, but not limited to IEPs and medical records.
 5. The employee will not be required by the site administrator to provide oral translation services, which will negatively impact the employee's classroom/job responsibilities.
 6. An employee shall provide oral translation services for the entire workday when the employee, site administrator and assigned teacher mutually agree.
 7. If more than one employee provides oral translation services in the same working environment, all employees shall be compensated at one and one-half (1.5) times their hourly rate.
 8. If the District identifies an oral translation assignment that requires independent employee responsibilities, the employee shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate for each hour or fractions of hour for eligible time.
 9. The District in consultation with AEAA will determine the oral assessment that will make the EA eligible for the differential. The site administrator, in consultation with the District and AEAA, will identify up to four EAs who have passed the oral assessment to provide translation services. The site administrator will seek volunteers first. If more than four EAs apply, seniority within the bargaining unit shall be the determining factor.
 10. An employee who is qualified to provide language translation services shall provide informal oral translation services. If the District/ principal/supervisor requests informal written language translation services it shall be considered on a temporary basis only, and the District shall provide compensation at the rate of time and a half (1-1/2) the employee's hourly rate.
- J. EAs shall be provided opportunities to consult and plan with their cooperating teachers on a regular basis.
1. The immediate supervisor shall be responsible for arranging timely and adequate training and support for EAs.
- K. The immediate supervisor will consult with the employee prior to reassigning the employee to another bargaining position or assignment at the site.
1. This consultation will normally take place prior to the commencement of the school year when the assignment will be implemented.
 2. A written notice of assignment, which will include work location and job category, or assignment shall be provided to each regular employee prior to the start of the school year or reassignment during the school year.
- L. Travel time for employees who work in more than one (1) school location in any one (1) duty day shall be

counted as part of the duty day.

1. When an employee travels from one (1) location to another at the midday, the employee shall receive travel time in addition to the normal lunch period.
2. An employee may be requested to use their own automobile in the performance of their duties and will be reimbursed at the mileage rate adopted by the District.
3. The employee and the immediate supervisor, governed by applicable APS policy, shall mutually agree to any such use of the employee's automobile.

M. Evaluation

1. The purpose of the evaluation process is to evaluate performance, communicate with employees on how they are performing, recognize strengths, identify areas needing improvement and identifying training and development opportunities.
2. The immediate supervisor is solely responsible for evaluating employees and will do so by direct observation.
3. Other District administrators who work with the employee may assist in the evaluation process by providing input to the immediate supervisor concerning the employee's performance.
4. The employee's assigned teacher may also provide input, but the assigned teacher shall not use the employee's evaluation form.
5. If other District administrators and/or the employee's assigned teacher provide input indicating sub-standard job performance, the immediate supervisor shall directly observe the employee, and process such concerns by means of a verbal directive and written directive prior to marking 1s and 2s on the employee's evaluation form.
6. All evaluations shall be conducted openly with full knowledge of the employee. The employee shall be advised prior to being evaluated of the procedures and instruments to be used in the evaluation by October 15th of each year.
7. All employees shall be evaluated once a year. Probationary employees shall be evaluated two (2) additional times per school year.
8. The employee's immediate supervisor will show the evaluation report to the employee. The employee may discuss the evaluation with the immediate supervisor before it is submitted to the Human Resources Department. The employee may write comments on the evaluation.
9. After the employee has read the evaluation report, and discussed the evaluation with the immediate supervisor, the employee will sign the evaluation indicating acknowledgement that the evaluation has been read and understood. The employee's signature does not mean that the employee agrees with the evaluation, only that the employee has seen and read the evaluation.
10. The evaluation document will reflect a summary of prior communication to the employee regarding areas of needed improvement.
11. When an employee has not achieved one or more of the essential competencies as indicated on the performance evaluation form, the supervisor will have previously identified and addressed these sub-

standard job performance concerns through a written reprimand. The written reprimand shall occur prior to the employee's annual evaluation with sufficient time for the employee to demonstrate improved job performance.

N. Seniority

1. Seniority shall be based on the employee's continuous length of service as an EA, CSA or CSL within the bargaining unit in the District.

O. Personnel Files

1. There shall be one (I) file for each employee, which shall be maintained in the Human Resources Department. Except for files provided in Article 9, Grievance Procedures, no other files shall be maintained except for duplicates of material kept in the central files and information that the immediate supervisor maintains prior to submission to the Human Resources Department. Materials directly and solely related to pre-employment references and references directly related to internal promotions where written references are required shall not be subject to inspection by the employee.
2. Except as provided in No. 1 above, materials in school, region office or District files shall be subject to inspection by the employee. Administrators with legitimate District business related to the employee's employment will have access to an employee's confidential and open files.
3. No anonymous unsigned or second-party information may be placed in an employee's file.
4. Each employee will have access to that employee's file. The employee has the right to be accompanied by any individual while examining that employee's file. The employee has the right to designate in writing an Association representative who may have access to the employee's file. An Association Officer will authenticate persons designated as bona fide Association representatives. An employee's file shall be available for inspection within a reasonable time after it has been requested.
5. Employees will be given the opportunity to see any information prior to placement in their personnel file except information related to routine file maintenance. The employee will be provided a copy of such material upon request. The employee shall acknowledge having read the material by affixing a signature on the actual copy/copies to be filed.
6. Any information or materials which are derogatory to an employee's conduct, service, work performance, character or personality shall not be placed in the employee's personnel file unless and until the employee has been given the opportunity to examine the information or material.
7. Any information placed in an employee's personnel file may be removed at the request of the originator of said material if agreed to by the employee affected and approved by Director of Human Resources.
8. The employee has the right to respond in writing to anything placed in that employee's open file and have such response placed with the material to which the response relates.
9. Each individual approved by the District, except persons performing routine file maintenance, will upon receiving confidential and/or open files for any purpose, affix that individual's signature to the file jacket indicating date of usage.

P. Transfers/Vacancies

1. A voluntary transfer is a transfer initiated by the employee to request transfer to another position in the bargaining unit. Employees must have worked the full time equivalent of a semester (91 days) in this bargaining unit to be eligible for transfer. Transfers will occur only during winter and summer breaks, except:
 - a. Under emergency circumstances as requested by the employee and approved by the Director of Human Resources; or
 - b. During the first nine (9) weeks of each semester of the school year provided both the principal/supervisor at the employee's assigned work site and the principal/supervisor at the requested site agree that the transfer may be made during this earlier time period.
2. Vacancies will be advertised for one week in the Career Opportunities Newsletter. To be considered for vacancies, applicants submit a letter of interest to the hiring supervisor.
3. Job vacancies will be filled on the basis of skill, ability and training. The most qualified applicant shall be selected. In the event such qualifications are equal, the applicant with the most seniority shall be selected.
4. An administrative transfer is a transfer initiated by the District. Whenever an administrative transfer is initiated because of enrollment or program changes and two (2) or more employees within the same category at the effected worksite are eligible for the transfer, the employee with the least seniority (as defined in Article 10, N.) shall be transferred unless the supervisor cites a verifiable program need for transferring another employee. For the purpose of this provision, the categories are EAs who work six and one-half (6-½) hours per day, CSAs who work eight (8) hours per day, CSLs who work eight (8) hours per day, and all employees who work part-time. Administration reserves the right to transfer employees as it becomes necessary. Such transfers shall be determined primarily on the basis of the District's needs.
 - a. If the reason(s) for the administrative transfer becomes nonexistent before July 1, the employee shall have the right to return to the previous school or building location.
 - b. Employees who are performing unsatisfactorily shall not be considered for administrative transfer.
 - c. The immediate supervisor is required to meet with the employee who must be administratively transferred.
 - d. The employee will be given the opportunity to apply for any vacancy and will indicate preference as to assignment and location.
 - e. The Human Resources Department will notify employees of their assignments only. After July 1, employees must accept the first assignment offered.
 - f. Transferring from one position to another generally shall not be dependent on availability of a replacement for the position being vacated.
5. Desire to be transferred to a work location closer to an employee's home shall be given consideration.

6. Administrative transfers and voluntary transfers shall be jointly considered. The assignment of administrative transfers shall have priority over all other placements.

Q. Summer School Vacancies

1. Summer school job vacancies shall to the extent possible be filled by employees currently employed within the District. Qualifications for summer school vacancies shall be substantially the same as those required for regular employment.
2. The Human Resources Department shall make available in each school beginning April 15 and for the remainder of the school year, the description of all known employee vacancies, including summer school. The Human Resources Department shall publicly post vacancies occurring after the school year.

R. Suspension/Termination

1. Employees have the right to be accompanied by an Association representative to advise and/or represent them during meetings held at or above the school or building level at which decisions relating to their suspension or termination are being considered.
2. An employee may be discharged, suspended or terminated only for good and just cause and in the event shall be notified in writing of the action and the reasons therefore and shall have the right to file a grievance as provided for in the Grievance Procedures, Article 9. Employees employed on a probationary status may be discharged, suspended or terminated with such action not subject to the grievance procedure.
3. An employee who has completed their probationary period, but who has not completed three (3) consecutive full years of employment with the District, may be discharged or terminated only in accordance with the grievance process as provided for in Article 9 with one exception: the arbitrator's decision shall be advisory rather than final and binding.
4. An employee who has completed three (3) consecutive full years of employment with the District may be discharged or terminated only in accordance with the law.
5. Any employee suspended shall be suspended with pay until determination of the action to be taken is made. Upon completion of the investigation, the employee will be informed of the decision in writing. If it is determined following the investigation that loss of pay to the employee is warranted, such reduction shall become effective retroactive to the first day of suspension.
6. An employee's employment status with the District shall be automatically terminated when the employee fails to report to work for a period of three (3) or more consecutive workdays and notification was not given to the immediate supervisor during such absence except when it is determined by the administration that the circumstances of such absence were justified and precluded giving notification. Such action is not subject to Article 9, Grievance Procedure.

S. Absences/Substitutes

1. Whenever an employee is going to be absent, regardless of whether a substitute employee is required, the employee is required to call the Substitute Employee Management System (SEMS).
 - a. Such call should be made before 6:30 a.m. on the day of the absence.

- b. An employee may also be required to notify the principal at their first work location of their absence.
2. Employees who are absent must notify the immediate supervisor no later than one (1) hour before the close of the duty-day if they expect to return the following day.
 - a. If the employee does not call, the substitute's employment will continue and another day's absence will be charged against the employee.
3. If the employee is absent on Friday, the substitute employee will automatically be released at the close of the duty day. If the employee cannot return to work on Monday, it is the employee's responsibility to call the answering service again and request another substitute.
4. The District shall make every effort to provide a substitute employee when necessary during the absence of an employee.

T. Reduction in Force

1. If the District deems it necessary to initiate a reduction in the bargaining unit work force, the following conditions shall apply:
 - a. Layoff - The District shall determine the number and type of positions to be affected by the RIF.
 - b. The District will attempt to absorb the necessary reductions through attrition and non-renewal of short-term employees.
 - c. Further reductions shall be governed by seniority as defined in Article 10, N. Seniority. For the purpose of layoff, the categories are EAs who work six and one-half (6-½) hours per day, CSAs who work eight (8) hours per day, CSLs who work eight (8) hours per day, and all employees who work part-time.
 - d. The District shall maintain a list of laid-off employees.

U. Recall

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

V. Professional Development

1. During in-service days, the principal/District, in consultation with the Association, will schedule professional development for employees. Professional development shall be applicable to jobs and/or

applicable to school-wide efforts.

2. The District and the Association will work collaboratively to develop and implement job-related programs of in-service professional development for employees. The parties will utilize the following options for in-service professional development:

- a. EATLs – Educational Assistants Training Leaders Program;
- b. AFT Educational Research & Dissemination Program;
- c. AEAA workshops for Classified Employees; and,
- d. Other qualified programs as designated by APS and AEAA.

3. The parties have developed and implemented a professional development program allowing employees to receive increased pay when they successfully complete designated college-level coursework and in-service professional development.

W. Educational Assistants Training Leaders (EATLs) are employees who are trained by APS to provide professional in-service development for educational assistants.

1. Employees, who are EATLs, shall participate in the training of educational assistants during in-service professional development days.

X. Regular School Year Vacancies

1. Principals and supervisors shall notify bargaining unit employees of school or job site vacancies which exist, or may exist, prior to going outside the school or job site in order to fill said vacancies.

ARTICLE 11 BENEFITS AND LEAVES

A. General Provisions

1. The immediate family of an employee is the spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, and others who reside in the same household with the employee or a person for whom the employee is legally responsible.
2. An employee who believes an improper reduction in pay under Article 11 has occurred shall have ten (10) workdays after receipt of the check in which the reduction appeared to initiate a grievance as provided in Article 9, Grievance Procedures.
3. Application for Leave: All leaves of ten (10) consecutive work days or less will be requested through and approved by the principal or the immediate supervisor, prior to being taken. Extended leaves of more than ten (10) days, with or without pay, will be requested through the Extended Leave Clerk's Office in the Department of Human Resources.
4. All leaves are based upon the number of hours in the employee's duty day.
5. Inappropriate use of leave with pay may be cause for disciplinary action including dismissal.

B. Assault Leave

1. Assault shall mean an intentional act, which causes an injury.
2. Any employee assaulted shall report the incident to the immediate supervisor immediately.

3. An employee shall not be charged for time lost up to twenty (20) assault leave days resulting from physical, mental or emotional injuries caused by an assault while carrying on the duties and responsibilities as an employee.
4. In the event more than three (3) assault leave days are lost as a result of the assault, the employee shall submit to the immediate supervisor a physician's certificate attesting to the assault injury.
5. Such benefits shall go into effect immediately.
6. If therapy, as a result of the assault, and as prescribed by a physician, is needed during the duty-day, it shall be deducted from the twenty (20) assault leave days.
7. If it is determined that the benefits should not have been provided, the employee shall be deducted sick leave or leave without pay if the sick leave has been exhausted.

C. Association Leave

1. Association representatives employed by the District shall, upon request and approval by the Office of Labor Relations, be excused during the duty day to confer with Board representatives and perform duties of the Association and such time shall be considered as time worked.
2. The Office of Labor Relations shall approve all requests for Association leave.
 - a. Requests for absences of one (1) day or more must be in writing and submitted for approval at least five (5) workdays in advance of taking such leave.
 - b. Requests for leave in emergency situations requested less than twenty-four (24) hours in advance must have the specific approval of the Office of Labor Relations.
3. The Association shall provide to the Office of Labor Relations a list of those Association representatives approved by the Association.
4. During each year of this Agreement, the District will grant the Association up to twenty-five (25) days of release time per year for Association professional leave purposes.

D. Bereavement Leave

1. Bereavement shall mean a death within the immediate family.
 - a. Three (3) days leave with pay will be granted when a death occurs in the immediate family.
 - b. Two (2) days of additional leave may be granted in recognition of circumstances requiring more time away from work (e.g., travel requirements, responsibilities for making arrangements, other aggravating circumstances).
 - c. Resolution of disagreements regarding the granting of additional leave will be addressed through the Office of Labor Relations (which may require documentation to process the bereavement leave).
2. Bereavement leave is not cumulative nor is it deducted from sick leave.

E. Court Leave

1. Leave with pay will be granted to an employee when absence from duty is required by a lawful subpoena to testify (not as plaintiff or defendant) in a court proceeding, or in an administrative hearing.
2. Leave with pay will not be granted to any employee whose absence from duty results from such

employee bringing action against the District.

3. Leave with pay will be granted to any employee whose absence from duty results from such employee bringing action against the Board on account of physical injuries suffered by the employee while on duty.
4. Leave with pay will be granted to any employee called for jury duty, provided, however, that money received for jury duty during a duty day, except that paid for mileage and/or subsistence, will be submitted to the Business Office. If jury duty ends more than two (2) hours prior to the completion of the employee's scheduled workday, the employee must return to duty within a reasonable time of his/her release from the court.

F. Illness in Immediate Family

1. Up to three (3) days of sick leave may be used by an employee for each serious illness of a member of the employee's immediate family, or birth of a child to the wife of an employee.
 - a. Serious illness shall mean:
 - i. An illness where death is probable and may occur;
 - ii. Surgery is performed requiring hospitalization; or,
 - iii. Illness that requires treatment by a physician.

G. Military Leave

1. Employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, as well as the reserve components of each of these services, Army National Guard, Air Force National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time or war or emergency, will be eligible for re-employment after completing duty, provided:
 - a. They provide written or verbal notice of their orders to their supervisor/Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable);
 - b. They satisfactorily complete duty of five (5) years or less;
 - c. They begin duty directly from employment with APS; and
 - d. They apply for and are available for re-employment as follows:
 - i. Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
 - ii. 31 to 180 days: No later than 14 days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
 - iii. 181 days or more: No later than 90 days after completion of duty.

- iv. Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or recovering.
- e. Performing duty, voluntarily or involuntarily, includes:
 - i. Active duty, active duty for training, and initial active duty for training;
 - ii. Inactive duty training;
 - iii. Full-time National Guard duty;
 - iv. Absence from work for an examination to determine a person's fitness for any of the above types of duty;
 - v. Funeral honors duty performed by National Guard or reserve members; and
 - vi. Duty performed by intermittent disaster response personnel for the Public Health Service, and approved training to prepare for such service.
- f. Employees who serve in U.S. military organizations will be paid for up to 15 days per fiscal year, for active duty, active duty training, and inactive duty training.
- g. Employees may apply accrued personal days and unused earned vacation time to the leave if they wish; however, they are not obliged to do so.

H. Personal Leave

1. One (1) day of leave with pay each year is granted to an employee for personal matters that require the employee's absence during school hours. This leave may be accumulated up to five (5) days, including leave earned under Article 12, paragraph V.
2. Except in emergency situations, the employee shall give at least three (3)-calendar days notice to the immediate supervisor that leave under this section is being taken. The employee need not state the reason for taking leave under this section.
3. Probationary employees are not eligible for leave under this provision until they have worked a minimum of six (6) months.
4. If more than five (5) days of personal leave are accumulated, then the additional days not taken under this section shall be accumulated with sick leave.

I. Personal Emergency Leave

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

J. Political Leave

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

K. Professional Leave

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

L. Religious Leave

1. Employees shall be granted up to two (2) days of leave per year for observance of recognized religious events.
2. Deductions from the gross pay of the employee for the leave shall be made at the rate of twenty dollars (\$20.00) for each day taken.

M. Sick Leave

1. Employees are granted sick leave earnings with pay as follows:
 - a. For employees employed eight (8) hours per day:
 - i. $182 \times 8 \times .055$ divided by 9 = 8.89 hours per month; 80.01 hours per year; 10.01 days per year.
 - b. For employees employed six and one-half (6.5) hours per day:
 - i. $182 \times 6.5 \times .055$ divided by 9 = 7.23 hours per month; 65.07 hours per year; 10.01 days per year.
 - c. For employees employed three and one-fourth (3.25) hours per day:
 - i. $182 \times 3.25 \times .055$ divided by 9 = 3.61 hours per month; 32.50 hours per year; 10.01 days per year.
2. Unused paid sick leave hours to which an employee is entitled may be accumulated, not to exceed one thousand three hundred (1,300) hours.
3. Earned sick leave benefits may be used provided the employee is on paid duty status.
4. Sick leave benefits used in excess of the employee's accrued hours will be taken without pay.
5. A physician's certificate shall be required when an employee is:
 - a. Absent for four (4) or more consecutive workdays;
 - b. Absent both on a Friday and the following Monday (or the next regularly scheduled workday);
 - c. Exhibiting a pattern of inappropriate and/or excessive use of leave.
6. Sick leave with pay may be made available to employees returning to the District from the prior year or from authorized leave and are unable to report to work by reason of illness at the beginning of the school year.
7. General Provisions
 - a. In case of illness that exceeds sixty (60) calendar days, the employee shall submit a written notice to the Human Resources Department stating the probable date of return together with a verifying physician's statement. Before returning, the employee shall submit a physician's

release and a Return to Work certificate completed by the employee's treating physician.

- b. When an employee is absent due to injury incurred during the course of employment or related thereto, the unpaid difference between benefits paid under the Workers' Compensation Act of New Mexico and the employee's regular pay shall be paid by the Board from the employee's accrued sick leave benefits. The first seven (7) days of absences due to injury shall not be subject to this provision.

N. Extended Leaves

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

2. Leaves of absence without pay may be granted for:

- a. Educational leave - an employee who has been actively employed by the District for three (3) or more consecutive years immediately preceding the granting of this leave is eligible for advanced study leave.

- i. Prior to returning to employment after the leave, the employee shall submit a transcript or other official proof to the Human Resources Department verifying the earning of no less than eight (8) hours per semester or fifteen (15) hours per year.

- ii. Application for educational leave shall be made thirty (30) days prior to the commencement of the leave.

- iii. Such leave may be renewed for up to one (1) additional year provided the employee completes teacher certification.

- b. Parental leave - A parental leave of absence for up to one (1) year shall be granted upon request to an employee for the purpose of childbearing and/or child rearing as follows:

- i. An employee who is pregnant shall be entitled to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her.

- ii. The employee shall notify the Human Resources Department in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. The employee shall include with such notice a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of her child, whichever is applicable.

- iii. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to perform her assigned duties as per job description.

- iv. If not on parental leave of absence, any portion of an employee's absence from work because of a medical disability connected with or resulting from

her pregnancy may be charged to her available sick leave.

- v. An employee shall be entitled upon request to a leave up to one (1) year to begin at anytime between the birth of a child to his wife and one (1) year thereafter.
 - vi. An employee adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary in order to fulfill the requirement of adoption.
- c. Personal Necessity Leave - Leave without pay for business and/or personal reasons for one (1) semester or one (1) year may be granted to an employee provided said employee has been actively employed by the District for five (5) continuous years immediately prior to the granting of the leave.
- i. Application for such leave shall be made to the Extended Leaves Office of the Human Resources Department at least thirty (30) days in advance of the leave. Such request must state the reason(s) for the leave.
- d. Sick Leave - an employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave shall be granted leave for the duration of the illness or disability subject to the provisions herein.
- i. Any request for the leave must state the probable date of return and be accompanied by a verifying physician's statement.
 - ii. 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.
 - iii. Before returning, the employee must submit a physician's release.
- e. Sick Leave Bank -The District and the Association recognize the need for an available pool of sick leave days upon which eligible employees having experienced catastrophic illness or injuries may draw. To this end, the District and the Association have established a self-funded Sick Leave Bank.
- i. Eligibility:
 - 1. To be eligible for participation in the Sick Leave Bank (SLB), an employee must voluntarily contribute each pay period, through payroll deduction, an amount that is designated by the joint Sick Leave Bank Committee.
 - 2. All money contributed to the SLB is nonrefundable.
 - 3. If at any time the District and the Association agree that the Sick Leave Bank is not solvent, the joint committee will decide how any money remaining in the bank will be distributed.
 - ii. Membership:
 - 1. Any employee shall be afforded the opportunity to participate within

sixty (60) days after beginning employment or within sixty (60) days of the beginning of any succeeding school year.

2. Part-time employees shall be eligible for benefits on a pro-rata basis.
3. Once enrolled, membership will be for an entire school year.
4. A request to withdraw from participation in the bank must be submitted to the SLB Committee during the annual enrollment period only.

iii. Administration:

1. The SLB Committee shall consist of one (1) member appointed by each of the three participating bargaining units and District personnel for consultation as necessary.
2. Upon exhaustion of all accrued leave, an eligible employee may apply to the SLB Committee for withdrawal of days consistent with guidelines established by the joint SLB Committee.
3. Guidelines may include a minimum number of days, which must be accrued before SLB coverage begins. Applications to the Committee shall be in writing and be accompanied by a physician's statement describing the illness or injury and anticipated date of return to work.
4. The SLB Committee will review all applications for withdrawal of days.
5. The decision of the Committee shall be final and not subject to the grievance procedure.
6. The Committee shall submit an operation report to the District and the Association on an annual basis.

iv. Other Conditions:

1. Sick leave days from the bank may be drawn only for those days of the school year as identified in this Agreement.
2. Employees on leave of absence are not eligible to participate in the bank.

f. Illness in Immediate Family - Leave without pay shall be granted for the purpose of caring for a sick member of an employee's immediate family for up to one (1) year.

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

g. Charter School Leave - Shall be granted as required by, and in accordance with, the 1999 Charter Schools Act.

3. Additional General Provisions

- a. An employee returning from an extended leave of absence shall be assigned to the same

position held at the time the leave commenced or, if that position is no longer available, to a substantially equivalent position subject to an existing vacancy.

- b. All requests for extended leave under this provision shall be submitted in writing to the Extended Leaves Office in the Human Resources Department.
- c. Benefits do not accrue during an extended leave of absence.
- d. Time spent on extended unpaid leaves of absence under this provision shall not be counted for seniority purposes, but shall not break continuous service.
- e. An employee returning from an extended leave must file intent to return to the District no later than March 1.
- f. An employee commencing a leave period on or after March 1 must notify the Human Resources Department of intent to return to the District prior to the last day of the school year.
- g. Failure to notify the District as described above shall result in termination of employment effective at the end of the leave period with the employee forfeiting all rights under Article 9, Grievance Procedure.

O. Insurance

1. The Board agrees to provide a program(s) of group term life insurance, group health, dental, vision and long-term disability insurance benefits for full-time employees working thirty (30) or more hours per week.
2. For employees who elect to participate in an insurance program as provided under the terms of this Article, the District agrees to contribute that percentage of the premium required by State Law.
3. Deductions for insurance programs will cease should an employee terminate during the school year, and coverage will cease immediately on health, medical and dental. There will be a thirty (30) day grace period on life insurance.
4. Insurance Premium During Leaves of Absence:
 - a. APS will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of one (1) year while an employee is on an unpaid leave of absence.
 - b. If the leave is extended beyond one (1) year, the employee will be responsible for paying the total premiums for coverage and that of dependents. Failure to do so will result in loss of coverage.
 - c. Employees shall consult their group insurance booklet to determine insurance coverage during a leave of absence.
5. Employees on leave of absence for up to one (1) year who do not receive pay may continue any or all insurance programs by payment of their portion of the premium on the first day of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.
6. Employees on leave of absence for more than one (1) year, except those employees on approved extended sick leave, who do not receive pay may continue any or all insurance programs by payment of

one hundred percent (100%) of the monthly premium on the first weekday of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.

7. Employees who have not previously enrolled in a District insurance program will be accepted in any or all of the District's insurance programs as long as they enroll no later than sixty (60) days from the effective date of their employment, change in marital status or change in the job status of the employee's spouse provided the employee's spouse was covered by insurance during the previous employment, whichever is applicable.
 8. During enrollment periods, employees shall be provided an explanation of programs and assistance in completing application enrollment forms.
 9. Each employee participant in an insurance program shall receive a brochure outlining all of the basic terms and conditions of the program.
 10. The District will notify the Association regarding any changes to existing insurance programs.
- P. Retirement - All regular employees are eligible for retirement benefits from the New Mexico Educational Retirement Act as described in the Educational Retirement Handbook available from the Insurance and Benefits Department.
- Q. Social Security - The District will match the employee's share for Federal Insurance Contribution Act (Social Security) provided the District participates in such plan.
- R. Workers' Compensation
1. The District provides and maintains workers' compensation insurance under the Workers' Compensation Act at nominal cost to the employee in compliance with state law.
 2. On-the-job accidents and occupational illness are compensated to the extent of required and necessary medical expenses, and to limited weekly benefits, as prescribed by the State Labor Commission, and set forth under the Workers' Compensation Act.

ARTICLE 12 WAGES AND ALLOWANCES

- A. Pay Schedules - See Appendices A, Page 31; B, Page 32; and C, Page 33.
- B. Effective July 1, 2007, G-1 employees (education assistants) who are bargaining unit members, and whose hourly pay was not increased in 2006-2007 as per the Addendum to the 2005-2007 Negotiated Agreement, shall be raised to the Addendum's hourly pay rates and paid accordingly.
- C. Effective July 1, 2007, G-1 schedule employees (education assistants) who are bargaining unit members, and whose hourly pay rate was increased in 2006-2007 as per the Addendum to the 2005-2007 Negotiated Agreement, shall receive a \$750 pay increase.
- D. Effective July 1, 2007, G-2 schedule employees (campus security assistants) who are bargaining unit members shall receive a \$750 pay increase.
- E. Effective July 1, 2007, H schedule employees (community support liaisons) who are bargaining unit members shall receive a \$750 pay increase.
- F. The G-1 Schedule hourly rate shall be determined by the employee's length of service as an EA and the

number of approved college credit hours earned.

1. A maximum of three (3) years credit will be given to a new hire with out-of-district experience and will receive the entry pay for their appropriate level plus three percent (3%) for each year of out-of-district experiences.

G. The G-2 Schedule hourly rate shall be determined by the employee's length of service as a CSA and the number of approved college hours earned.

1. A maximum of three (3) years credit will be given to a new hire with out-of-district experience and will receive the entry pay for their appropriate level plus three percent (3%) for each year of out-of-district experiences.

H. The H Schedule hourly rate shall be determined by the employee's length of service as a CSL or EA, and the number of approved college hours earned.

1. A maximum of three (3) years credit will be given to a new hire with out-of district experience as a CSL.
2. A maximum of three (3) years credit will be given to an employee with in-district experience as an EA.
3. New hires with out-of-district experience will receive the entry-level pay for their appropriate level plus three percent (3%) for each year of out-of-district experience.
4. Employees with in-district experience will receive the entry-level pay for their appropriate level, plus three percent (3%) for each year of in-district experience up to a maximum of three (3) years.

I. Employees returning to the bargaining unit more than one (1) year after leaving the bargaining unit, and employees return to the bargaining unit within one (1) year of leaving the bargaining unit shall be placed at their prior wage rate and receive any increase(s) they would have received had they not left the bargaining unit.

J. Employees may advance to a higher level in their pay schedule by acquiring the necessary additional college credit hours, or in-service professional development credits.

1. To advance, employees may claim eligibility for pay increments by submitting a letter of request to the Human Resources Department and request an official transcript of credit hours completed be sent by the college to the Human Resources Department on or before September 15.
 - a. If such required documentation for a new hire is not received by September 15, the employee shall be paid at the entry rate of Level 1 until Human Resources Department receives the documentation.
 - b. After the documentation is received, the employee's pay will be adjusted accordingly.

K. Employees who satisfactorily complete courses from Central New Mexico (CNM) designated as approved segments of the EA Professional Development Program shall be reimbursed the cost of tuition, books and fees for each course successfully completed.

1. To receive reimbursement, employees must submit receipts for costs and an official school record showing successful completion of the course with a C or better.
2. CNM Elementary Education, Early Childhood Courses, and courses related to an employee's job are eligible for the reimbursement program.

3. CNM courses taken for personal enrichment are not eligible for reimbursement.
 4. If there is a question about a course being eligible for reimbursement, the EA Task Force Committee will review the concern, and determine if the course qualifies for reimbursement.
 5. Employees applying for course fees and textbooks reimbursement must complete the Course Reimbursement Form.
 6. The minimum grade an employee must have is a C or better, and an official transcript (copies not accepted) mailed to APS Human Resources.
- L. For every level an EA advances, pay shall increase by six percent (6%).
- M. For every level a CSA or CSL advances, pay shall increase by four percent (4%)
- N. EAs employed for less than six and one-half (6.5) hour duty day shall be compensated at a pro rata basis.
- O. Employees who teach and prepare Strategic Professional Development courses for the District shall be compensated at the rate of \$15.00 per hour.
- P. CSAs shall be required to wear uniform apparel, which will be provided by the District.
- Q. Employees working an entire school year will be paid according to contract in twenty-six (26) equal installments on specified calendar dates. Employees working less than an entire school year will be paid according to contract in equal installments based on the number of pay periods remaining in the school year.
1. If a pay date falls on a weekend or holiday, the pay date shall be the last working day prior to the holiday or weekend.
 2. Adjustments may be made for the amount of the first and final installment(s).
 3. If employment with the District is terminated and payment has exceeded the limit of the employee's reserve, the District retains the right to recover funds for work that was not performed.
- R. EAs and CSAs who perform work not directly related to their regular job assignment which occurs outside their normal work day or work year shall be compensated at their hourly rate, except for contract work performed for the Athletic Department or the mid-school initiatives which shall be compensated at rates established.
1. For summer school assignments, the employee's hourly rate will be effective for the summer school program.
- S. CSLs assigned to responsibility beyond their work year shall be compensated at the hourly rate, except as provided below.
- T. All hours worked in a regular work week in excess of forty (40) shall be considered as overtime and shall be compensated at one and one-half (1-1/2) times the employee's pay rate.
- U. Health Assistant
1. The employee shall have the New Mexico-mandated Health Assistant licensure/certification if the employee is required by the District to work as a Health Assistant in the Nurse's Office.
 2. Employees required by the District to work as a Health Assistant in the Nurse's Office shall be highly qualified by June 30, 2007.

3. Health Assistants shall receive an increment of \$300.
- V. Compensatory leave must be taken within ninety (90) days of its accrual; the employee will be paid for any leave accrued but not taken within this period. All compensatory leave must be scheduled with the prior approval of the supervisor.
- W. Longevity shall be added to the employee's base hourly rate.
 1. EAs will receive a longevity allowance as follows:
 - a. \$300 a year upon completion of 10 years of service as an APS EA.
 - b. \$400 a year upon completion of 15 years of service as an APS EA.
 - c. \$500 a year upon completion of 20 years of service as an APS EA.
 2. CSAs will receive a longevity allowance as follows:
 - a. \$300 a year upon completion of 10 years of service as an APS CSA.
 - b. \$400 a year upon completion of 15 years of service as an APS CSA.
 - c. \$500 a year upon completion of 20 years of service as an APS CSA.
 3. CSLs will receive a longevity allowance as follows:
 - a. \$300 a year upon completion of 10 years of service as an APS CSL.
 - b. \$400 a year upon completion of 15 years of service as an APS CSL.
 - c. \$500 a year upon completion of 20 years of service as an APS CSL.
- X. The District and Association recognize the importance of a meritorious attendance program.
 1. Full-time employees hired on, or before, July 1, and who use five (5) or fewer sick leave days from July 1 to June 30, will be awarded one (1) additional personal leave day.
 2. The additional personal leave may be used and accumulated according to Article 11, H., Personal Leave.

ARTICLE 13 HEALTH AND SAFETY

- A. The District agrees to continue to provide conditions for work that are healthy and safe.
 1. To further this, the District agrees to continue to provide working conditions which are in conformance with applicable rules and regulations.
 2. The parties agree that employees will observe all health and safety rules.
 3. The immediate supervisor to the Insurance and Loss Control Manager shall report employee complaints of unhealthy and or unsafe conditions.
 - a. The District Safety Officer shall have ten (10) workdays in which to act on the complaint submitted by the immediate supervisor.
 - b. If the District Safety Officer has not responded to the complaint within the ten (10) workdays, the employee shall file a grievance in accordance with Article 9, Grievance Procedure.
- B. EAs, CSLs and CSAs shall not be "first responders" in the event the District declares an emergency at a job or school site.

ARTICLE 14 NO STRIKE PROVISION

A. The Association agrees that neither the Association nor any member of the bargaining unit shall urge or participate in the forming of or the involvement in a strike, work stoppage or a slowdown.

ARTICLE 15 LABOR AND MANAGEMENT COMMITTEE

A. The Association and the District agree to the creation of a Labor and Management Committee.

1. The Committee shall consist of a minimum of
 - a. Two representatives appointed by the Association President; and,
 - b. Two representatives appointed by the District.
2. The Committee shall discuss issues of concern related to the Negotiated Agreement and relations between the parties.
3. The Committee shall meet monthly starting in September, at times and locations which are mutually acceptable.
4. The Committee shall meet with principals and supervisors a minimum of four (4) times during the school year to discuss the Negotiated Agreement.

ARTICLE 16 MATTERS NOT COVERED

A. 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 17 DURATION OF AGREEMENT

- A. This Agreement shall become effective upon ratification by the parties and shall remain in full force and effect through July 31, 2009.
- B. If a successor Agreement is not agreed to, and ratified by July 31, 2009, this Agreement shall remain in effect until agreement and ratification occur or either party gives notice in writing of its desire to terminate such Agreement.
- C. Economic issues including, but not limited to, the 2007-2008 pay ranges shall be open for the negotiations for the 2008-2009 school year.
- D. This Agreement may be altered by mutual consent of the Board and Association. Such alterations will replace or add to this Agreement and be in full force and effect only upon approval, in writing, of both parties.

APPENDIX A - SCHEDULE G-1: Educational Assistants

Training Wage Scale

Level	College Credits	In-service Credits	<u>Minimum</u> Hourly Start Rates
1	HS-7	0-112	\$ 10.14
2	8-24	128-384	\$ 10.75
3	25-42	400-672	\$ 11.40
4	43-60	688-960	\$ 12.08
5	61-90	976-1440	\$ 12.81
6	91 or more	1456 or more	\$ 13.57

INFORMATION

1. Hourly pay rates listed on the G-1 Training Wage Scale are *minimum* start rates.
2. Maximum pay rates depend on combination of training and experience raises.
3. G-1 employees are non-exempt.
4. G-1 employees normally work a 182-day work year and a 6.5-hour workday.
5. Longevity Allowances listed in Article 10, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

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

TRAINING RAISES

1. G-1 employees can earn six percent (6%) hourly pay increases by accumulating college credits or in-service professional development credits.
2. Read Article 12, Section J, Page 27 of the Negotiated Agreement to learn how to earn a higher hourly pay rate for successfully completing college credits and in-service professional development credits.
3. Read Article 12, Section K, Page 27 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX B - SCHEDULE G-2: Campus Security Assistants

TRAINING WAGE SCALE

Level	College Credits	In-service Credits	<u>Minimum</u> Hourly Start Rates
1	HS-7	0-112	\$ 8.3224
2	8-24	128-384	\$ 8.3224
3	25-42	400-672	\$ 8.3224
4	43-60	688-960	\$ 8.5191
5	61-90	976-1440	\$ 9.0920
6	91 or more	1456 or more	\$ 9.8523

INFORMATION

1. Hourly pay rates listed on the G-2 Training Wage Scale are *minimum* start rates.
2. Maximum pay rates depend on combination of training and experience raises.
3. G-2 employees are non-exempt.
4. G-2 employees normally work a 192-day work year and an 8-hour workday.
5. Longevity Allowances listed in Article 10, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

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

TRAINING RAISES

1. G-2 employees can earn six percent (6%) hourly pay increases by accumulating college credits or in-service professional development credits.
2. Read Article 12, Section J, Page 27 of the Negotiated Agreement to learn how to earn a higher hourly pay rate for successfully completing college credits and in-service professional development credits.
3. Read Article 12, Section K, Page 27 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

APPENDIX C - SCHEDULE H: Community Support Liaisons

TRAINING WAGE SCALE

Level	College Credits	In-service Credits	<u>Minimum</u> Hourly Start Rates
1	HS-7	0-112	\$ 12.6541
2	8-24	128-384	\$ 13.0005
3	25-42	400-672	\$ 13.3107
4	43-60	688-960	\$ 13.6213
5	61-90	976-1440	\$ 13.9306
6	91 or more	1456 or more	\$ 14.2421

INFORMATION

1. Hourly pay rates listed on the H Training Wage Scale are *minimum* start rates.
2. Maximum pay rates depend on combination of training and experience raises.
3. H employees are non-exempt.
4. H employees normally work a 182-day work year and an 8-hour workday.
5. Longevity Allowances listed in Article 10, Section T of the Negotiated Agreement.

EXPERIENCE RAISES

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

TRAINING RAISES

1. Schedule H employees can earn six percent (6%) hourly pay increases by accumulating college credits or in-service professional development credits.
2. Read Article 12, Section J, Page 27 of the Negotiated Agreement to learn how to earn a higher hourly pay rate for successfully completing college credits and in-service professional development credits.
3. Read Article 12, Section K, Page 27 of the Negotiated Agreement to learn how to be reimbursed for successfully completing college courses.

MEMORANDUM OF UNDERSTANDING

Re: EA "Duty Buddy" Programs

The parties agree that whenever an employee in the bargaining unit is absent from work, the site administrator shall be responsible for assigning the absent employee's duty responsibilities to another employee.

This MOU shall apply to and include, but not be limited to, such programs as "Duty Buddy."

MEMORANDUM OF UNDERSTANDING

Re: Grants & Special Projects

The parties agree that all grants and special projects in the District involving employees in the bargaining unit shall be paid according to the Negotiated Agreement at their hourly rate or higher.

MEMORANDUM OF UNDERSTANDING

Re: Current Gasoline Mileage Rate Reimbursement

The parties agree the current mileage rate paid to bargaining unit employees who use their personal automobiles to conduct APS business is insufficient to reimburse employees for the increasing costs of oil, gasoline and routine automobile maintenance.

The parties agree to jointly request an increased mileage rate, which will sufficiently reimburse bargaining unit employees, from the New Mexico Legislature and Governor's Office including, but not limited to:

1. Legislative Finance Committee;
2. Senate Finance Committee;
3. House Appropriations and Finance Committee; and,
4. Secretary of Finance and Administration.

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. M. Elizabeth Everitt, APS Superintendent

Date

ALBUQUERQUE EDUCATIONAL ASSISTANTS ASSOCIATION, AFT NEW MEXICO, AFL-CIO

Kathy Chavez, AEAA President

Date

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

Paula Maes, APS Board President

Date

AEAA Negotiating Team

APS Negotiating Team

John Ingram, Chief Negotiator
Field Representative, AFT New Mexico

Bob Woody, Chief Negotiator
Director, APS Labor Relations

Date

Date

Eloisa Corona, AEAA Staff
Rachael Alvarez, CSL Transitions
Cheri Clayton, EA LBJ Middle School
Wayne Gardner, EA Sierra Alternative

Susan Stoddard, APS Human Resources Staffing
Jo Sloan, New Futures Principal