

NEW AGREEMENT LANGUAGE FOR 2007-2009 **(Underlined material is new)**

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 10 CONDITIONS OF EMPLOYMENT

- A. Employment
 - 1.
 - 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. 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.

C. 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 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.

Language Translation Services

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.

D. 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.

A. 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.

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.

B. 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.

Parental Leave

- i. 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.

Sick Leave Bank

A request to withdraw from participation in the bank must be submitted to the SLB Committee during the annual enrollment period only.

C. 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.

ARTICLE 12 WAGES AND ALLOWANCES

- A. Pay Schedules - See Appendices A, B and C.
- 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 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.

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.

G. 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.

The minimum grade an employee must have is a C or better, and an official transcript (copies not accepted) mailed to APS Human Resources

H. Employees who teach and prepare Strategic Professional Development courses for the District shall be compensated at the rate of \$15.00 per hour.

CSAs shall be required to wear uniform apparel, which will be provided by the District

ARTICLE 13 HEALTH AND SAFETY

A. EAs, CSLs and CSAs shall not be "first responders" in the event the District declares an emergency at a job or school site.

ARTICLE 15 LABOR AND MANAGEMENT COMMITTEE

1. The Committee shall meet monthly starting in September, at times and locations which are mutually acceptable.

The Committee shall meet with principals and supervisors a minimum of four (4) times during the school year to discuss the Negotiated Agreement.

ALL PAY SCHEDULES NOW CONTAIN INSERVICE CREDITS AS A METHOD OF INCREASING PAY.

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.