



KEEPING INFORMED

Info for EAs, Spec Ed EAs,
ISP EAs, HAs, CSLs, & CSAs

Sept 17, 2007
266-6638
nm.aft.org/aeaa

Agreement reached on contract training

The Union and District have agreed to jointly develop and present a training workshop designed to help principals understand and implement the *APS-AEAA Negotiated Agreement*.

The decision to develop the training was reached Sept. 7 in a meeting with Associate Superintendent Eduardo Soto, HR Director Andrea Trybus and Labor Relations Director Bob Woody. Associate Superintendent Raquel Ready was scheduled for the meeting but an emergency prevented her from attending. AEAA President Kathy Chavez, Membership Specialist Eloisa Corona and AFT New Mexico field representative John Ingram also attended the meeting.

The principal's workshop may be similar to one AEAA is using to educate hourly-paid employees about the *2007-2009 Agreement* (contract). That workshop is called *Know Your Contract*. The Union began using it in August to train EAs, CSLs and CSAs.

During the *Know Your Contract* workshops, employees told AEAA about things principals are doing, or not doing, which are outside the contract. Thus far, the Union has identified the following issues:

- EAs assigned secretarial & clerical duties.
- August 9, 2007 start date changed.
- EAs assigned to teach classes long-term.
- Principal evaluations not confidential.
- Comp time not paid correctly.
- Retaliation has not been eliminated.
- Employees who work beyond the duty-day not paid correctly.
- 30-min. duty-free lunch and breaks not implemented correctly.
- Principal told employees the Union is an "outside entity" and cancelled AEAA's after-school meetings.
- Employees not evaluated correctly.

While some principals, EAs, CSLs and CSAs may not be familiar with the new *Agreement*, the Union and District agreed on Sept. 7 that future issues can be prevented by providing training about contract rights and responsibilities.

In addition, the Union and District believe all employees have a professional responsibility to understand the following points about the **APS-AEAA contract**:

- It is the product of mutual agreement based upon negotiations between the Board of Education and Union.
- It specifies pay for work requirements, employment terms and conditions, as well as rights and responsibilities.
- It matches federal and state labor laws by regulating the work and pay of hourly employees.
- It is binding upon principals and the employees they supervise.
- It complies with laws, and has the force of law.

APS-AEAA CONTRACT REQUIREMENTS

- Employees directed by principals to work beyond 6.5 hr. day are paid comp time or hourly pay.
- Employees decide if they want comp time or hourly pay, not principals.
- Employees don't lose comp time. They use comp time in 90 days or it converts to hourly pay.
- If employees are asked to volunteer by principals for work beyond the duty-day, and the employees agree, they are paid comp time or hourly pay.
- If employees are directed or told they are expected to attend Open House by principals, they are paid comp time or hourly pay.
- Employees report suspicious behavior or suspicious persons immediately and directly to principals.
- Employees are supervised/evaluated by principals and asst. principals, not secretaries or teachers.



ABQ EDUCATIONAL ASSISTANTS ASSOCIATION MEMBERSHIP APPLICATION

8009 Mountain Road Place NE • Albuquerque, New Mexico • 87110



UNION DUES PER 24 PAY PERIODS

Full time employees: \$12.50 Part-time employees: \$8.50

Committee on Political Education (COPE)

Voluntary contribution per 24 pay periods— Check one

\$1.00 ____

Other ____

TOTAL DUES: Add union dues & COPE contribution. Write amount here: \$ _____

LAST	FIRST	MI	
ADDRESS			
CITY	STATE	ZIP	
PHONES:	WORK	HOME	CELL
ASSIGNMENT			
JOB DESCRIPTION			
REGISTERED TO VOTE? Y/N		SS #	
EMAIL ADDRESS			
SIGNATURE		DATE	

AEAA MEMBERSHIP DEDUCTION

I hereby authorize APS to deduct from the pay due me one (1) deduction per 24 pay periods representing AEAA membership dues in the amount certified to the APS Board, in writing, by the ABQ Educational Assistants Association and remit to AEAA. Payroll deductions will continue unless revoked in writing by me to AEAA and APS payroll office not later than 30 days prior to the effective date of revocation. The APS Board assumes no responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to AEAA. AEAA membership will discontinue for employees going on extended leave of absence. Employees returning from leave must re-enroll to re-establish AEAA membership.

SIGNATURE

DATE

AEAA COPE DEDUCTION

I hereby authorize APS to deduct from my pay the above designated sum per 24 pay periods and forward that amount to the Albuquerque Educational Assistants Association Committee on Political Education (COPE).

This authorization is signed freely and voluntarily, and not out of fear of reprisal. I will not be favored or disadvantaged because I exercise this right. I understand this money will be used by AEAA/COPE to make political contributions to candidates who represent the best interests of public school employees.

AEAA/COPE may engage in joint fund-raising efforts with the AFL-CIO.

This voluntary authorization may be revoked at any time by notifying the Albuquerque Educational Assistants Association Committee on Political Education (AEAA COPE) in writing of the desire to do so.

Contributions or gifts to AEAA COPE are not deductible as charitable contributions for Federal Income Tax purposes.

Dues paid to AEAA may not be deductible for Federal Income Tax purposes; however, under limited circumstances, dues may qualify as a business expense.

SIGNATURE

DATE