

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

AGREEMENT
BETWEEN
THE CITY OF ALBUQUERUQE
AND
ALBUQUERQUE POLICE OFFICERS' ASSOCIATION

EFFECTIVE: July 1, 2006- July 1, 2008

1 **AGREEMENT**

2
3
4
5 THIS AGREEMENT is entered into by and between the City of Albuquerque, a
6 municipal corporation of the State of New Mexico, hereinafter sometimes referred to as
7 "City", and the Albuquerque Police Officers' Association, hereinafter referred to as the
8 "Association."
9

10 WHEREAS, the parties hereto have reached an agreement on all matters which have
11 been subject to negotiation and desire to reduce such agreement in writing in order to
12 avoid any misunderstanding on what in fact has been agreed to:

13
14 NOW THEREFORE, IT IS HEREBY AGREED:
15

16 The City of Albuquerque recognizes the Albuquerque Police Officers' Association
17 as the exclusive collective bargaining representative for the permanent, full-time, non-
18 probationary, sworn police officers through the rank of Captain, from APD, Aviation, and
19 Open Space.
20

21 The City of Albuquerque extends to the Albuquerque Police Officers' Association
22 representing such unit of employees the following rights:

- 23
24 A. To represent the employees in negotiations and in the settlement of grievances;
25
26 B. To membership dues deduction, upon presentation of dues authorization cards
27 signed by individual employees; and
28
29 C. To exclusive representation status during the term of this Agreement as provided
30 in the Employee Relations Ordinance.
31
32 D. Unless specifically stated otherwise, all sections in this collective bargaining
33 agreement will apply to APD and Aviation.
34

INDEX

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	Academic Incentive Program	4
23	Administrative Investigations	22
6	Annual and Emergency Military Leave	9
19	Association Representative	16
42	Bulletin Boards	48
33	Captains	41
18	Check-off Authorization/Fair Share	14
40	Circularized Positions	44
32	Compensation	37
36	Compensatory Time	42
45	Contract Includes Entire Agreement	50
47	Deferred Compensation	50
27	Elections and Appointments	34
26	Employee's Personnel File	33
34	Fair Labor Standards Act	42
29	Firearms	35
14	Funeral and Burial Expenses	13
25	Grievance and Appeal Procedures	29
7	Hazardous Duty Leave	9
3	Holiday Pay	5
30	Hours of Work and Overtime	35
38	Humanitarian Leave Pool	43
13	Injury Pay	12
12	Inoculation and Immunization	11
15	Layoff and Recall	13
24	Legal Protection	27
11	Life and Accidental Death and Dismemberment Benefit	11
37	Lost, Damaged, or Stolen Property	42
10	Medical and Hospitalization Insurance	11
43	Monthly Award Incentive Program	49
16	No Strike	14
9	On-Call and Call-Backs	10
44	Open Space, APD, Aviation Provisions	49
5	Parental Leave	8
48	Part-time Employees	51
17	Payroll Deductions	14
35	PERA	42
21	Probation Period	17
20	Rules and Regulations	17
46	Savings Clause	49
22	Seniority	18
31	Shift Differential	36
39	Shift Exchange	44
4	Sick Leave	7
41	Take Home Car Plan	45
49	Term of Agreement	53
28	Uniforms	34
8	Union Management Safety/Security Committees	10
2	Vacation	4

1 **SECTION 1. ACADEMIC INCENTIVE PROGRAM**

2
3 A. Credit hours shall be compensated for on a fixed dollar amount as follows:

- 4 1. All officers shall continue to receive academic incentive pay at the rate
5 they are receiving as of the effective date of this agreement.
- 6 2. Bachelor's Degree shall be compensated at sixty-two dollars and thirty-one
7 cents (\$62.31) biweekly so long as such degree is from an accredited
8 college or university and can be officially verified.
- 9
10 3. Master's Degree shall be compensated at seventy-three dollars and eighty-
11 five cents (\$73.85) bi-weekly so long as such degree is from an accredited
12 college or university and can be officially verified.
- 13
14 4. A Ph.D. shall be compensated at eighty-five dollars and thirty-eight cents
15 (\$85.38) bi-weekly so long as such degree is from an accredited college or
16 university and can be officially verified.
- 17
18 5. Payment shall be implemented bi-weekly.
- 19
20 6. Officers will be paid for only one degree at the highest academic level
21 obtained.

22
23 B. The initial verification of educational status made by the department for entry into
24 police service will also be used to determine the qualification for the Academic
25 Incentive.

26
27 It is the responsibility of the officer to update his/her file from transcripts from an
28 accredited college or university and can be officially verified.

29
30
31
32 **SECTION 2. VACATION**

33
34 A. Vacation leave will accrue as follows:

35

36 CONTINUOUS SERVICE	37 ACCRUAL/BIWEEKLY	38 PER YEAR
39 ACCRUAL/PER YEAR	40 (based on 8hr days)	
41 Less than 5 years	3.85 Hours	12.5 Days
42 More than 5 years/less than 10 years	4.62	15 Days
More than 10 years/less than 15 years	5.54	18 Days
More than 15 years	6.16	20 Days

- 1 B. Employees shall be compensated in cash at their regular rate of pay for any
2 unused accumulation of vacation when they are permanently separated from the
3 City.
- 4
- 5 C. Any employee may request advanced vacation leave pay for forty (40) or more
6 hours of approved vacation leave by submitting a written request to the Chief of
7 Police (with an approval Line) ten days in advance. Payment will be made on the
8 regularly scheduled payday prior to the vacation leave being taken. Special
9 checks will normally not be authorized except in emergency situations approved
10 by the Chief of Police.
- 11
- 12 D. All excess vacation accruals will be paid to the employee as monetary
13 compensation at the end of the calendar year on an hour for hour basis. Effective
14 January 12, 2002, excess vacation accruals up to a maximum of (80) hours will be
15 paid to the employee as monetary compensation at the end of the calendar year on
16 an hour for hour basis.
- 17
- 18 E. (Aviation) During the month of December each department will provide for
19 employees the right to bid for vacation scheduling for the following year.
20 Vacation will be bid in seniority order by department. A calendar for bidding,
21 identifying vacation slots will be provided for employees to bid for their vacation.
22 It is required that one Union representative on each shift be identified to assist
23 management with the bidding process. Employees will be allowed to bid in
24 conjunction with their days off, and will not be required to bid in blocks of three.
25 Units that are currently on a 6-month bid will continue to do so for the duration of
26 this contract.
- 27
- 28 F. (Aviation) Unscheduled vacation is defined as accrued vacation time which was
29 not scheduled during the bidding period. Such vacation time may be requested on
30 an individual basis for available days on a first come, first serve basis. These
31 requests will be submitted to the employee's immediate supervisor on a P-30 form
32 and the request will identify the date and time received.
- 33
- 34 G. (Aviation) All P-30's will be returned to employees within forty-eight hours (48)
35 hours.
- 36
- 37 H. (Aviation) If an employee is on suspension, injury leave, administrative leave, sick
38 leave or other leave during their scheduled vacation, any other employee may request
39 such vacation time as unscheduled vacation on a first-come, first-served basis.
40
41

42 **SECTION 3. HOLIDAY PAY**

43

- 44 A. Legal holidays for police Officers shall be as follows:
45 NEW YEAR'S DAY January 1st

1	MARTIN LUTHER KING'S BIRTHDAY	third Monday in January
2	WASHINGTON'S BIRTHDAY	third Monday in February
3	MEMORIAL DAY	last Monday in May
4	INDEPENDENCE DAY	July 4th
5	LABOR DAY	first Monday in September
6	VETERAN'S DAY	November 11th
7	THANKSGIVING DAY	fourth Thursday in November
8	DAY AFTER THANKSGIVING	fourth Friday in November
9	CHRISTMAS DAY	December 25th

10
11 And those holidays that the CAO announces as legal holidays for city employees. If the
12 CAO designates additional holidays the City and Association will meet to determine how
13 the additional holiday should be compensated.

14
15 B. Police officers shall receive holiday pay at straight time at their hourly rate for
16 either 8 hours or 10 hours based on their normal work shift for all holidays not
17 worked. In the event a police officer is required to work on a holiday, and does
18 not exercise an option to take a floating holiday, he or she shall be paid holiday
19 pay as mentioned above, plus time and one-half for the first 8 hours if on a normal
20 work shift of 10 hours, plus 2 hours straight comp time.

21
22 C. Any or all holidays mentioned in Paragraph "A" may be designated as floating
23 holidays by the employee. A floating holiday is one that the employee may
24 convert to vacation (their option), either eight (8) hours or ten (10) hours per
25 holiday depending on normal work shift, any time after the actual holiday has
26 occurred, or within the pay period prior to the holiday as an additional vacation
27 day.

28
29 D. In filling the routine manning requirements for holidays, the required personnel
30 shall be assigned from a roster of those police officers who are normally
31 scheduled to work on the holiday as defined in Section 3.A, based upon seniority
32 in rank within sections or division and by shift. If manning requirements cannot
33 be met from those who volunteer, then those officers who are required to work
34 shall be assigned on the basis of reverse order of seniority. Officers ordered to
35 work a holiday may choose to float the holiday or receive holiday pay as specified
36 in Paragraph B.

37
38 E. Any Officer forced off on a holiday may elect to work the holiday and float the
39 day off by converting it to vacation.

40
41 F. Sections that normally are not required to be manned on holidays may be allowed,
42 at the discretion of the Division Commander, to work that holiday only as a
43 floating holiday.

44
45 G. An employee's birthday shall be considered a personal leave day. Officers shall
46 not be required to work their birthday except in emergencies. Should an

1 employee be forced to work their birthday they will be compensated under
2 Section 3 B.

3
4
5 **SECTION 4. SICK LEAVE**
6

7 A. The City will pay to the designated beneficiary of a deceased police officer the
8 total amount of sick leave accumulated as of the date of his/her death; provided,
9 however, that the police officer is killed in the line of duty or dies of injuries or
10 illness sustained in the line of duty.

11
12 B. The City will pay to the designated beneficiary of a deceased police officer the
13 total amount of sick leave accumulated whether or not the deceased police officer
14 dies in the line of duty; provided, however, that the death of the police officer is
15 under honorable circumstances. This benefit is not applicable in cases of suicide.
16

17 C. The City will pay to a police officer the total amount of his/her accumulated sick
18 leave at the time of his/her retirement, provided he/she has completed a minimum
19 of fifteen (15) years of service in the Police Department, Open Space and
20 Aviation Police. In lieu thereof, the police officer who is contemplating
21 retirement, may, immediately prior to his/her retirement, convert his/her
22 accumulated sick leave to leave with pay on the basis of one (1) day sick leave for
23 one (1) day leave with pay. No sick leave will be accrued while the officer is on
24 early retirement leave.
25

26 If the police officer is eligible to early retire, he/she may convert his or her
27 accumulate sick leave with pay on the basis of (1) day sick leave with pay
28 regardless of the number of years he/she worked for the Albuquerque Police
29 Department, Aviation Department, or Open Space Division.
30

31 D. A police officer may accumulate sick leave up to a maximum of 2000 hours. Any
32 sick leave accrued over the maximum will automatically be converted to
33 hazardous duty leave at the rate of two days of sick leave for one day of
34 hazardous duty leave.
35

36 E. Sick leave will accrue at the rate of three and seven tenths (3.70) hours per pay
37 period.
38

39 F. Payment under this section will be made to the specific beneficiary identified for
40 this benefit. Should the deceased officer not have a specific beneficiary identified
41 for this benefit, the payment will be made to the current spouse or if the officer
42 was not married at the time of death, the payment will be made to the officer's
43 estate.
44

45 G. A police officer will receive one extra day of vacation every six (6) months, if that
46 officer does not use any sick leave during the same six (6) month period.

1
2 H. Emergency Leave: Emergency leave charged to sick leave for up to three (3)
3 work days may be requested when the presence of the employee is required by a
4 physician as a result of a serious illness or injury to a member of an employee's
5 immediate family. The City will allow as many as three (3) workdays emergency
6 leave for a death in the employee's immediate family. For the purposes of this
7 section, an employee's immediate family shall include the employee's spouse,
8 child, parent, parent-in-law, grandparent, brother or sister. If travel over five
9 hundred (500) miles (one Way from Albuquerque) is required for a death of a
10 member of the immediate family of an employee, one (1) additional leave day per
11 five hundred (500) mile increment shall be granted. Employees may elect to use
12 accrued vacation leave instead of sick leave for an "emergency leave," however,
13 they shall be subjected to the conditions of using "emergency leave."
14
15

16 **SECTION 5. PARENTAL LEAVE**

17
18 The City will grant leave benefits set forth in the Family and Medical Leave Act
19 (F.M.L.A.) for the purposes set forth in the FMLA and the City's Rules and Regulations.
20 The employee shall notify the City of the employee's intent to use FMLA Leave as
21 required by the City's Rules and Regulations.
22

23 Employees taking F.M.L.A. leave for the purposes of childbirth or care of a
24 newborn child may choose to take either sick leave, vacation or compensatory time. In
25 accordance with federal regulations, either the employer or the City may designate such
26 leave as F.M.L.A. leave.
27

28 The Chief of Police may grant up to 720 hours of Leave Without Pay for the
29 purpose of the medical condition related to childbirth and care of a newborn child. The
30 leave may be granted in the following manner: (1) up to 360 hours of Leave Without Pay
31 in lieu of sick leave for a medical condition related to childbirth; and, (2) up to 360 hours
32 of Leave Without Pay for care of a newborn child. The officer is limited to one request
33 in a 12-month period. It is recognized that staffing requirements may be a major factor in
34 the approval of the request for leave for care of a newborn child.
35

36 Upon returning to active duty under this section the employee will retain full
37 seniority, in the same grade and step, rank and previously held position.
38

39 Employees are eligible to request additional Leave Without Pay up to one (1) year
40 under the City's Rules and Regulations to be approved by the Chief Administrative
41 Officer upon the recommendation of the Chief of Police. Such requests may only be
42 approved if the officer agrees in writing to allow their seniority/anniversary date to be
43 adjusted for the time they are on Leave Without Pay beyond the 720 hours allowed by
44 this section. This change in anniversary date will also be used in calculating the

1 experience requirement for promotion. The anniversary date shall be calculated from the
2 day the employee returns to paid status, less the 720-hour period provided by this section.

3 **SECTION 6. ANNUAL AND EMERGENCY MILITARY LEAVE**

4
5 A. Military Leave with pay will be authorized for permanent employees who are
6 members of the National Guard or Air National Guard of New Mexico or any
7 organized reserve unit of the armed forces of the United States, including the
8 Public Health Service, for a period not to exceed 15 working days in each federal
9 fiscal year which begins October 1, in addition to other authorized leave, when
10 they are ordered to active duty training with such units. Permanent employees
11 who are members of an unorganized reserve component may be granted military
12 leave not to exceed 15 working days in each federal fiscal year, which begins
13 October 1, for the purpose of attending organized courses of instruction, or
14 training periods authorized such personnel. Permanent employees called to active
15 military duty in emergencies declared by the Governor or the President for short
16 periods of time not to exceed 15 days may be granted military leave.

17
18 B. When a police officer is called into active service with the National Guard or
19 Air National Guard of New Mexico or any organized unit of the armed forces of
20 the United States, including the public health service the officer may choose to
21 convert sick leave to hazardous-duty leave on the basis of one (1) hour hazardous-
22 duty leave for any one (1) hour of sick leave. This provision shall only apply for
23 activations of eighty (80) hours or more.

24
25 C. If an officer is assigned to a ten (10) hour work shift, he will receive a total of
26 one hundred-fifty (150) hours for the fifteen (15) working days as provided in
27 paragraph A. of this section. If an officer is assigned to an eight (8) hour work
28 shift, he will receive a total of one hundred-twenty (120) hours for the fifteen (15)
29 working days as provided in paragraph A. of this section.

30
31
32 **SECTION 7. HAZARDOUS-DUTY LEAVE**

33
34 It is mutually understood by the parties hereto that police officers perform duty,
35 which is hazardous in nature, in that it is strenuous, both mentally and physically, and in
36 many instances involves physical danger. Therefore, because of this fact, the City will
37 allow sick leave to be converted to leave to be known as hazardous duty leave as follows:

38
39 A. When an officer has accumulated and maintains a total of 360 hours of sick leave,
40 he/she may convert any part of the sick leave accumulated over and above the 360
41 hours to hazardous duty leave on the basis of eight (8) hours hazardous duty leave
42 for twenty-four (24) hours sick leave.

43
44 B. When a police officer has accumulated and maintains a total of 720 hours of
45 sick leave, the police officer may convert any sick leave accumulated over and

1 above 720 hours to hazardous-duty leave on the basis of one (1) hour
2 hazardous-duty leave for one (1) hour of sick leave.
3

4 **SECTION 8. UNION-MANAGEMENT SAFETY/SECURITY COMMITTEES**

- 5
6 A. It is the responsibility of all bargaining unit members, officials of the Association,
7 and managers to contribute to a healthful and safe working environment. In the
8 furtherance of this policy, a joint Union Management Safety/Security Committee
9 will be established to review safety issues and make recommendations for
10 improvement to the department director.
11
12 B. Security is included in this Section only as it relates to safety. Members of the
13 Safety/Security Committee will meet at least once per month during working
14 hours without loss of pay. If issues arise requiring immediate attention, the
15 parties may agree to meet on a more frequent basis. If minutes of the committee
16 meetings are kept, such minutes shall be made available to all committee
17 members.
18
19 C. Each Committee will be composed of two employees selected by the Association
20 President and two employees selected by management.
21
22 D. The Safety Committee will not initiate or recommend disciplinary action.
23
24 E. Each Committee will adopt guidelines governing the focus of its review.
25
26 F. Concerns regarding the effectiveness of Safety Committees may be addressed at
27 the department level or through the Employee Relations Office.
28
29 G. At the request of the Safety/Security Committee, the Chief or his/her designee
30 will meet to confer with the Association to discuss and attempt to resolve issues
31 related to safety, including equipment and training needs.
32
33 H. In the event that equipment issued by the Department is considered unsafe or
34 defective by an employee, the employee must identify the problem to the best of
35 his/her ability and submit the issue in writing to his/her supervisor. Management
36 will respond within ten (10) working days.
37

38 **SECTION 9. ON-CALL AND CALL BACKS**

- 39
40 A. *On-call status:* A police officer will not be required to remain at home for
41 purposes of on-call so long as he/she can assure his/her availability for duty
42 within one (1) hour.
43 B. *Call-Back Time:* When an officer is called to work at a period other than his/her
44 regularly scheduled working hours, he/she is guaranteed pay at either his/ her

1 hourly overtime rate for two (2) hours work or overtime pay for the hours actually
2 worked, whichever is greater. Callback time will not apply when the assignment
3 immediately precedes or follows the regular assignment.

4 The two-hour call back time guarantee will not apply if the call-out is cancelled
5 within fifteen (15) minutes of the notification to the officer.
6

7 C. Time worked shall be computed from the time of notification.
8

9 D. When assigned to on-call primary and secondary status (with a pager) officers
10 will receive eight (8) hours of straight compensatory time for each seven (7) days
11 of such assignment. If an officer is assigned by the department to be on call on a
12 day-by-day basis, the officer will receive two (2) hours of straight compensatory
13 time for every 24 hours of such assignment, not to exceed 8 hours in a week. The
14 determination as to the need for the use of on-call status and how many officers
15 are required will be made by the Chief of Police or his/her designee.
16
17

18 **SECTION 10. MEDICAL AND HOSPITALIZATION INSURANCE**

19
20 The City provides certain voluntary group medical, hospitalization and dental
21 insurance to its employees. The officer shall pay twenty percent (20%) of the premium
22 cost for the employee and the employee's family if the employee elects to participate in
23 one or more of the plans. The City will pay the remaining eighty percent
24 (80%) of the premium cost.
25

26 The City shall assume eighty three percent (83%) of the premium for the City
27 approved Health and Dental Insurance Plans chosen by each employee. This
28 commitment shall expire on June 30, 2008 unless the Union and the City renew it.
29
30

31 **SECTION 11. LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

32
33 The City shall maintain the existing benefits for life and accidental death and
34 dismemberment at no cost to the employee.
35

36 **SECTION 12. INOCULATION AND IMMUNIZATION**

37
38 If a police officer, while carrying out the officer's duties, is exposed to a
39 contagious disease, the City agrees to pay the expense for inoculation and immunization
40 for members of the officer's family. The City further agrees to reimburse any officer
41 covered by one of the City's H.M.O. Programs any co-payment required for inoculation
42 and/or immunization required due to the exposure to a contagious disease as a result of

1 the officer carrying out the officers duties. This is subject to the review and approval of
2 the Chief on the basis of documentation and verification presented by the employee to the
3 employee health department and the Chief of Police.
4

5 Should an officer miss duty as a direct result of exposure to a contagious disease,
6 which resulted from carrying out the officers official duties, and the exposure is
7 determined by the City medical authorities to be job-related, the time off will be charged
8 to available injury time.
9

10 **SECTION 13. INJURY PAY**

11
12 A. An officer injured, or suffering an occupational disease while actually engaged in
13 the performance of his/her duties and who, as a result of such injuries, receives
14 benefits under the Workers' Compensation Act of New Mexico, shall be granted
15 injury time from the date of injury as provided for under Section 3-1-15 "Injuries
16 In Performance of Duty" of the Merit System Ordinance, as amended, and in
17 effect on the date of the injury.
18

19 B. Injury time may be extended for a period not to exceed 12 months beyond the
20 current provisions of the Merit System Ordinance. This extension may be granted
21 by the CAO upon the written request of an injured police officer subject to the
22 following conditions being met:
23

24 1. A certification, in writing, by the City selected doctor confirming, barring
25 unforeseen medical complications, that the employee will be physically
26 and mentally able to return to full, unrestricted duty on the previously held
27 position within the requested extended injury time period.
28

29 2. And that the Chief of Police recommends that the extension of injury time
30 be granted.
31

32 3. That the employee has not and will not refuse to:
33

34 a. Submit to medical examination by the City-selected doctors.
35

36 b. Perform a limited-duty assignment that is not detrimental to the
37 officers condition or recovery as determined by the City's doctors
38 or the panel of doctors as set forth below (limited duty subsection
39 applies to the period while on Injury Time).
40

41 C. An officer who is terminated from the City for physical medical reasons, which
42 were brought about as a result of and in the performance of the officer's duties,
43 will be eligible for reinstatement to the previous position held with the same rank
44 and grade restored if, within thirty-six (36) months from date of termination, the

1 medical condition(s) responsible for the termination have been completely
2 corrected and the officer is otherwise fit to perform as a police officer.

3
4 D. No provision herein will restrict an officer so injured from applying for the
5 additional leave period provided for under the hardship provision of the Merit
6 System Ordinance.

7
8 E. The parties agree that the officers injured in the line of duty are subject to the
9 provisions of the Departments light duty/modified duty program.
10

11
12 **SECTION 14. FUNERAL AND BURIAL EXPENSE**

13
14 The City agrees to defray funeral and burial expenses of any officer who dies
15 while performing their law enforcement duties up to a maximum of nine thousand
16 dollars, (\$9,000).
17

18
19 **SECTION 15. LAYOFF AND RECALL**

20
21 A. In the event that layoffs are necessary, the City shall provide the Police
22 Departments and the APOA with an opportunity to propose alternatives.
23

24 B. When it is necessary to have a reduction in work force, officers will be laid off in
25 reverse order of seniority within the Department.
26

27 C. Officers laid off due to a reduction in force will be called back to work in their
28 seniority order according to the following procedures:
29

30 1. The City will advise the officer to be recalled by certified or registered United
31 States mail. A copy of such recall notice will be furnished to the APOA.
32

33 2. An officer, upon receiving notice of recall, within seven (7) days will
34 acknowledge receipt by certified or registered mail advising the Chief of Police of the
35 date he/she will be available for service, which available dates must not be later than
36 twenty (20) calendar days from the date the officer receives the recall notice, unless there
37 are extenuating circumstances.
38

39 3. Officers failing to comply with this section will forfeit their recall rights to this
40 position and be placed at the end of the recall list. Failure to report after the second recall
41 notice will be considered an automatic resignation. It is understood that the City will
42 have discharged its obligations of notification to laid-off officers by having forwarded
43 recall notices as herein outlined.
44

45 D. The City will not start a new academy police class until police officers, laid off as
46 a result of a reduction in the work force, have been given an opportunity to return to

1 work.

2
3 E. The term seniority, for the purpose of this section, shall mean time in rank. In
4 situations where officers are required to bump into a lower rank, the officer moving to the
5 lower rank shall be considered senior in that rank.

6
7 As officers are called back, the officers assigned to lower ranks will be returned to the
8 former rank, in order of seniority, as the position becomes available.

9
10 Employees on layoff status will not lose seniority as a result of being on layoff status.
11

12 **SECTION 16. NO STRIKE**

13
14 The Association, its elected officials, and members of the Association agree that they will
15 not call, sanction, encourage, or participate in any way in any strike. For the purposes of
16 this section, a person will be deemed a member of the Association if that employee is
17 currently a member or if the employee has resigned the employee's membership within
18 sixty (60) days of the first day of a strike or during a strike.

19
20 *Strike* shall be defined as stated in the City of Albuquerque Labor Management Relations
21 Ordinance (Ordinance 4-1977).
22

23 **SECTION 17. PAYROLL DEDUCTIONS**

24
25 Officers will be required to sign up for pay by direct deposit. Paychecks will be cut for
26 officers in cases where hardship would otherwise result.

27
28 **SECTION 18. CHECKOFF AUTHORIZATION/FAIR SHARE**

29
30 A. The City shall, for the duration of this Agreement and for any officer, who
31 submits authorization thereof, deduct from such officer's pay for each pay period of each
32 month Association dues in an amount specified.

33
34 B. The City shall pay the amount withheld to the Association.
35

36 C. The Union shall indemnify, defend, and save the City harmless against any and all
37 claims, demands, suits or other forms of liability that shall arise out of or as a result of
38 any conduct taken by the City for the purpose of complying with this section.

39
40 D. Payment of an agency fee by non-union bargaining unit employees has been
41 authorized by Resolution of the Albuquerque City Council; and Resolution requires that
42 any agency fee provision negotiated pursuant to the Resolution comply with all state and
43 federal legal requirements.
44

- 1 1. The APOA will retain an independent auditor to audit its receipts and
2 expenditures for the previous 12 months and once every 12 months thereafter.
3
- 4 2. The APOA will publish the results of the audit, including an adequate explanation
5 of the agency fee to bargaining unit members.
6
- 7 3. Bargaining unit members shall have 30 days to file a challenge to the
8 apportionment of the agency fee.
9
- 10 4. Any challenge shall be heard by an impartial decision maker.
11
- 12 5. The amount of the agency fee shall only include costs, which arise from the
13 negotiation and administration of the collective bargaining agreement and the adjustment
14 of grievances or prohibited practices charges filed by the APOA.
15
- 16 6. Under no circumstances shall non-union bargaining unit members be required to
17 contribute towards the APOA social, political or charitable activities, nor shall any
18 bargaining unit member be subject to any retaliation for refusal to contribute to such
19 activities.
20
- 21 7. The APOA has the burden at all times of proving that its costs were properly
22 apportioned to the agency fee.
23
- 24 8. Any portion of the agency fee, which is specifically challenged shall be held in
25 escrow until resolution of the challenge.
26
- 27 9. To the extent permitted by law the APOA will indemnify and hold the City
28 harmless, including payment of attorney fees and costs for counsel chosen by agreement
29 of the parties for any claim or challenge to this Section or the imposition of an agency
30 fee;
31
- 32 10. Once the appropriate amount of the agency fee for the previous 12 months has
33 been determined, the City agrees to deduct that amount from the pay of bargaining unit
34 members for the subsequent 12 months.
35
- 36 11. The City shall make such fair share payment deductions for employees in the
37 Union's bargaining unit who do not submit an authorization from for Union dues
38 deduction, as otherwise provided for by the current collective bargaining agreement.
39
- 40 12. The City shall make employee payroll deductions for fair share payments upon
41 notification to the non dues-paying bargaining unit employee of the amount and reason
42 for such payment.
43
- 44 13. All money deducted from wages for fair share payment shall be remitted to the
45 Union after payday covering the pay period of deduction. If any employee has

1 insufficient earnings for the pay period, no fair share payroll deduction will be made for
2 that employee for that pay period.
3

4 14. If as a result of litigation, changes to this Section become necessary, the parties
5 will meet to negotiate the issues.
6

7 **SECTION 19. ASSOCIATION REPRESENTATIVE**
8

9 The Association's President and Vice-President will be assigned to a day shift
10 administrative position as determined by the Chief of Police on the basis of the education
11 and expertise. The Association Representative will be allowed reasonable time during
12 working hours to handle grievances and application of this Agreement except any
13 political activity or civil proceeding beyond the Personnel Board, Labor Board or the
14 internal department grievance process.
15

16 The Association's President and Vice-President will be allowed leave with pay to
17 assist with the resolution with Labor/Management issues. The Union Vice-President will
18 be limited to 20 hours a week with or without pay per this section. The Union shall
19 notify the Chief of Police or his/her designee and obtain approval when requesting leave
20 under this section.
21

22 In the event that an investigation results in the implementation of disciplinary action, if
23 the investigated employee so requests, the APOA may designate up to two (2)
24 representatives to participate at all stages of the proceedings. The employee shall be
25 provided with copies of the charges and decision. In all cases where a formal grievance
26 over discipline has been filed with the CAO by a bargaining unit employee who is not
27 represented by the APOA President or his/her designee, the City will notify the APOA
28 President.
29

30 The City will grant reasonable time to a member's chosen representative to be present
31 with the officer at any interview, interrogation, or investigation called for by the City.
32

33 All leave with or without pay taken under this section will be properly documented and
34 approved on a Form P-30.
35

36 **SECTION 20. RULES AND REGULATIONS**
37

38 The employer reserves the right to develop and implement such directives rules and
39 regulations as may be deemed necessary to the employer for the conduct of affairs of the
40 Department.
41

42 The Association (APOA) agrees that the employees shall be bound by and obey such
43 directives, rules, and regulations insofar as the same do not conflict with this Agreement,
44 the laws of the United States, the laws of the State of New Mexico and/or the laws of the
45 City of Albuquerque. Under normal circumstances, the Association will be given written

1 notice of proposed changes to Department directives, rules, and regulations that directly
2 affect the wages, hours, and working conditions of bargaining unit members and may
3 submit written input to the Chief within fourteen (14) days.
4

5 An M.O.U. between the parties must be reached and executed in the case where either
6 party wishes to change or amend a policy which would be in conflict with the provisions
7 of this Agreement.
8

9 **SECTION 21. PROBATION PERIOD**

10
11 A. The probationary period for Albuquerque Police Officers except sworn officers
12 who are PERA Retirees shall be twelve (12) months from the date of graduation from the
13 Albuquerque Police Academy, whether or not such appointee has been previously
14 employed by the City. A PERA Retiree Officer who has been hired as a sworn officer by
15 the City will serve an eighteen (18) month probationary period from the date of PERA
16 Retiree Officers hire whether or not the PERA Retiree Officer has been previously
17 employed by the City. Discipline or termination of a probationary officer is not a
18 grievable issue under the terms of this Agreement.
19

20 B. APD lateral transfers from agencies outside the City, will serve a probationary
21 period of twelve (12) months from the date the employee completes the Lateral
22 Academy.
23

24 C. For purposes of this section, Aviation Police and Open Space Rangers shall serve
25 a probationary period of one year from date of hire.
26

27 D. APD officers and Aviation Police who laterally transfer between departments
28 shall serve a one year trial period. The trial period shall be used to closely evaluate the
29 Officer's work.
30

31 1. At any time during the trial period, an Officer may be dismissed for any reason
32 which is not prohibited by law. Such dismissal shall not be subject of a grievance.
33

34 2. An Officer dismissed during his/her trial period shall be entitled to reinstatement
35 as an officer in his/her former department, if a vacancy exists. An Officer shall retain
36 rehire rights for a period of three (3) months from the date of his/her dismissal during the
37 trial period. During the rehire period, the Officer shall have the right to be offered any
38 entry-level vacancy, subject to the provisions of Section 3-1-7 B of the Merit System
39 Ordinance. It is the responsibility of the Officer to keep the City informed as to his/her
40 current address and telephone number. If an Officer is offered a rehire and fails or
41 refuses to report back to work, the officer shall lose any further rehire rights.
42

43 3. An Officer rehired under this subsection shall not be required to serve a
44 probationary period. In all other respects, an Officer rehired under this subsection shall

1 be treated as a new hire, and the Officer's seniority date shall be his/her date of rehire.
2

3 **SECTION 22. SENIORITY**
4

5 A. Except for sections, which contain specific different definitions such as Section
6 15 (Lay off and Recall) of this Agreement, for this Agreement, seniority is defined as
7 follows:
8

9 1. Higher ranks have seniority on junior ranks. The officer with the most continuous
10 service within rank is senior within that given rank. For the purpose of breaking a tie on
11 seniority, the first criteria to be applied shall be continuous service with the Albuquerque
12 Police Department, with the officer with the most continuous time being senior. Should
13 the continuous service with the Department be identical, then the tie will be broken by the
14 use of the employee numbers or lottery numbers, whichever is applicable. The officer
15 with the lowest number is senior. The term continuous service shall be interpreted to
16 mean total service from the date of last hire as a sworn police officer.
17

18 2. Departmental seniority for non-supervisory personnel will be the only recognized
19 method of establishing seniority within a unit, section, division, or bureau.
20

21 B. For the purpose of establishing seniority for entry into the bargaining unit
22 beginning with the 55th, 56th, and 57th Cadet Classes and all classes thereafter, seniority
23 will initially be established by using the following method:
24

25 1. Highest seniority within the class will be given to those cadets who were in the
26 employment of the Police Department, when they were accepted into the Police
27 Academy. If there is more than one cadet with the same date of hire, their seniority will
28 be determined by their overall class standing between them.
29

30 2. The remaining cadets will be assigned seniority by overall class standing upon
31 graduation. The cadet who had the highest overall class standing in the group will be
32 given the highest seniority within the cadet class.
33

34 3. Final seniority will be determined when an officer becomes non-probationary.
35

36 4. The final seniority standing is not subject to grievance.
37

38 C. When section cut backs occur, the mandatory transfers between units should be
39 made in such a way as to maximize the efficiency and effectiveness of the Police
40 Department. In making such transfer decisions, the following facts shall be considered:
41

42 1. The nature of the transfer and the skill it calls for within the unit being transferred
43 to;
44

- 1 2. The availability of pre-qualified persons;
- 2
- 3 3. The stated assignment preferences; and
- 4 4. All other factors being equal, seniority of members of the bargaining unit.
- 5
- 6 5. If within one year a unit that was cut back is increased in size, the officer
- 7 subjected to mandatory transfer will be given at their option the opportunity to return
- 8 prior to any other effort to increase in size.
- 9

10 D. Bidding:

11

12 Unless there is justifiable cause (i.e. for efficiency, discipline or general conduct),
13 bidding by APD lieutenants, sergeants and patrolmen for assignment based on seniority
14 City wide will occur every twelve (12) months. Lieutenants will bid first, sergeants will
15 bid second and patrolmen will bid third. Bidding is for shift, days off, squad and area
16 command. This applies to officers taking calls for service. Traffic and Open Space
17 officers and field investigators will bid within their sections first. The bid for traffic
18 officers, Open Space officers and field investigators will occur every six (6) months, and
19 take effect on the first day of the pay period closest to March 1 and September 1.

20 PERA retiree officers' assignments:

21 The assignments of PERA Retiree Officers shall be recognized as "justifiable cause" for
22 exemption from bidding. PERA Retiree Officers shall participate in a separate bid from
23 other officers. PERA retiree officers shall be assigned to uniformed field services patrol
24 functions upon rehire with the City. Unless hired under the guidelines set forth below, all
25 rehired PERA retiree officers will be assigned to uniformed, Field Services Bureau patrol
26 functions. The assignment to uniform Field Services Bureau shall be limited to two (2)
27 rehire officers per team in the field who shall not be assigned or allowed to bid for any
28 specialized unit.

29 Assignment outside uniformed Field Services Bureau: Recognizing that hired PERA
30 retiree officers may possess certain skills, knowledge and expertise that will benefit the
31 department, certain positions within the Criminal Investigations Bureau, the Support
32 Services Bureau, the Administrative Services Bureau and the Chief's staff will be
33 designated exclusively for PERA retiree officers. These positions are:

34

35 a. Support Services Bureau (Metro Division): those PERA retirees currently
36 occupying SSB (Horse, SWAT, K9, Traffic, Search and Rescue, any specific unit in Field
37 Services, Open Space and Air Support), a maximum of twelve employees, would remain
38 in these positions. Once a PERA Retiree officer leaves a Metro positions, another PERA
39 Retiree Officers may not occupy the position.

40 b. CIB: Violent Crimes, three(3) employees; Property Crimes, two (2)
41 employees; Juvenile , three (3) employees and SID, two (2) employees.

1 c. ASB: Training/Selection, five (5) employees; Court Services, one (1)
2 employee and Tech Services, one (1) employee.

3 d. Chief: Accreditations, one (1) employee and Internal Affairs, one (1)
4 employee.

5 The PERA retiree officers' staffing levels set forth herein shall not result in a reduction of
6 staffing assignments officered to other officers.

7
8 Any rehire hired after July 1, 2006 shall be compensated no higher than \$21.07 per hour.

9
10 If a reduction in the work force becomes necessary, PERA retiree officers will be laid off
11 before any other bargaining unit employees. The PERA retiree officers will be laid off in
12 reverse order of continuous service as a PERA retiree officer within the program.
13 Thereafter, other employees will be laid off in reverse order of continuous seniority
14 within the Department.

15
16 PERA retirees shall not be eligible to participate in any promotional process within the
17 Albuquerque Police Department.

18
19 2. Nothing in this section shall prevent an area commander from permitting
20 employees to mutually exchange bidded slots for hardship reasons.

21
22 3. The subsequence bids shall remain in effective for one year each.

23
24 E. Open Space and Aviation

25
26 1. For Aviation and Open Space Departments, sergeants and officers other than
27 PERA Retiree Officers will bid for assignment based on seniority and the bidding will
28 occur every six (6) months. Sergeants will bid first, followed by the officer's bid.
29 Bidding is for shift, days off, overtime, and vacation shall be bid in Aviation. Shift and
30 days off shall be bid in Open Space. PERA Retiree Officers shall not participate in the
31 bid. The Department Director/Chief will assign the PERA Retiree Officers after meeting
32 and conferring in good faith with the affected employee and the APOA. The Department
33 Directors or Chiefs decisions shall not be subject to challenge under this Agreement's
34 Grievance Procedure.

35 F. An employee who voluntarily leaves the department and is rehired after ninety (90)
36 days will be placed at the bottom of the non-probationary seniority list. An employee
37 who is rehired within ninety (90) days will retain all seniority.

38 G. For promotional purposes, final score standing in the promotional process will
39 determine the seniority for being promoted off the list. In the event of a tie, departmental

1 seniority will break the tie.
2

3 **SECTION 23. ADMINISTRATIVE INVESTIGATIONS**
4

5 To insure that investigations are conducted in a manner conducive to public confidence,
6 good order, discipline, good management practices, and recognizing the individual rights
7 of each member of the force, the following guidelines are hereby established.
8

9 A. The interrogation of any officer shall be at reasonable hours, preferably when the
10 officer is on duty and during the daylight hours unless the exigencies of the investigation
11 dictate otherwise as determined by the City.
12

13 B. The interrogation shall take place at a location designated by the investigating
14 officer, usually a police department facility.
15

16 C. The name of the charging officer, complainant, or citizen making the charge shall
17 be disclosed if this information is known to the officer conducting the investigation. If
18 this information is not known, this shall also be disclosed. Disclosure of the
19 complainant's name will not be required if revealing his/her name jeopardizes the
20 investigation; however, once the investigation is completed, the name(s) of the
21 complainants will be revealed at the request of the officer who was under investigation
22 along with a copy of the official complaint, signed or unsigned.
23

24 1. *Official* complaint shall be defined as any complaint made by a citizen where the
25 complainant provides his name, address, and telephone number and the complainant has
26 completed a signed statement. The signed statement will not be required where the
27 complainant is a member of the department. Complaints will also be classified as official
28 if the complainant refuses to complete a signed statement and the charge is of such a
29 serious nature as to warrant investigation, or the charge is of a criminal nature.
30

31 2. *Unofficial* complaints shall be defined as any complaint of a non-criminal nature
32 made by a citizen where the complainant refuses to complete a signed statement. The
33 Department will not conduct administrative investigations into unofficial complaints of a
34 non-criminal nature. The Department is not prohibited from conducting a preliminary
35 investigation to determine if allegations are in fact true. This may result in an unofficial
36 Complaint being elevated into an official complaint.
37

38
39 D. The officer shall be informed of the nature of the investigation before any
40 interrogation commences. Prior to any administrative interview being conducted
41 sufficient information shall be disclosed to reasonably apprise the officer of the
42 allegations. This information will be provided to the target officer(s) in writing via
43 certified US Mail. Through the course of the investigation, additional issues of concern
44 may arise that may be incorporated into the investigation.
45

1 If it is known that the member being interrogated is a witness only, he/she shall be so
2 informed. If the officer(s) being questioned may be the subject(s) of the investigation,
3 this fact shall be immediately disclosed prior to any questioning.
4

5 E. The interrogation shall be completed as soon as possible and the actual
6 interrogation shall be limited as follows:
7

8 1. On-duty and off-duty personnel: Maximum of two, (2) two-hour sessions within
9 any twenty-four (24) hour period with a one (1) hour break between sessions. In no event
10 shall the officer's tour of duty and interrogation exceed fourteen (14) hours unless both
11 parties agree to continuation of the sessions.
12

13 2. In all instances, in addition to the one-hour break provided for in "1" above, time
14 shall be provided for personal necessities, telephone calls, and rest periods as are
15 reasonably necessary.
16

17 F. Only two interrogators, the involved officer and his/her representatives (up to
18 two) will be allowed to participate, observe or monitor the interrogation. Others may be
19 allowed by mutual consent.
20

21 The officer shall not be subjected to any offensive language, coercion, or promise of
22 reward as an inducement to answering questions. Nothing herein is to be construed to
23 prohibit the investigating officer from informing the officer that his/her conduct can
24 become the subject of disciplinary action.
25

26 G. The complete interrogation of the member shall be recorded mechanically or by
27 stenographer. There will be no "off-the-record" conversations except by mutual
28 agreement. All recesses called during the investigation shall be noted in the record.
29 Nothing discussed "off-the-record" during the administrative interrogation shall be used
30 as part of the administrative interrogation, investigation, or official file, or shall be
31 submitted for any official action.
32

33 H. If a member is under arrest or is likely to be; that is, if he/she is a suspect or the
34 target of a criminal investigation, the criminal investigation shall not be handled by the
35 Internal Affairs Unit, but by a criminal investigative unit of the Police Department and/or
36 an appropriate Law Enforcement Agency with jurisdiction over the matter in question.
37 The officer shall be given his/her rights pursuant to the Miranda Decision or applicable
38 law. Should the officer decide to exercise his/her Miranda Rights, the Department is in
39 no way limited from taking any administrative and/or criminal action regarding the
40 incident, provided however, that no administrative and/or criminal action will be based
41 on the officer's exercise of his/her Miranda or any other legal rights.
42

43 I. The officer shall be given an exact copy of the written statement he/she may
44 execute, or if the questioning is mechanically or steno graphically recorded, the member
45 shall be allowed to provide his/her own mechanical recording device.

1
2 J. An officer must, as a condition of continuing employment, truthfully answer any
3 and all questions relating to the matter under investigation whether the officer is a subject
4 or a witness to the matter. The determination of whether a question is relevant to the
5 matter under investigation shall be made solely by the Internal Affairs officer conducting
6 the investigation. All compelled statements will remain confidential and will only be
7 used for the Independent Review Officer's investigation. Unless the City is ordered to
8 release the documents pursuant to an order issued by a court of competent jurisdiction,
9 the compelled statements will only be released to Internal Affairs, the Chief of Police, the
10 City Attorney, the Independent Review Officer, the involved officer and his/her
11 representative. Information from a compelled statement shall not be made public by the
12 city.

13
14 The Independent Review Officer may prepare an investigative summary of
15 discipline administered by the Department. The only information released to the Police
16 Oversight Commission, will consist of the alleged charges, disposition of the case (i.e.
17 findings of sustained/non-sustained), and any discipline imposed.

18
19 If a complainant citizen appeals the discipline that has been issued to the target
20 officer, the investigative file, minus the compelled statements, may be forwarded to the
21 Police Oversight Commission for its review.

22
23 If an appeal is taken, the Independent Review Officer may provide a summary of
24 conclusions to the Police Oversight Commission. The summary would be in his/her own
25 words and would be a synopsis of the investigation. The summary of conclusions shall
26 not contain any direct quotes, statements or actual language as contained within the
27 compelled statement.

28
29 Any information released to the Police Oversight Commission shall not contain
30 information that identifies sworn department personnel; this includes any report
31 completed by the Independent Review Officer, and any statements by complainants,
32 witnesses, target officers, suspects, etc. An officer can allow portions or summaries of
33 his/her compelled statements to be released to the Police Oversight Commission if he/she
34 chooses. Should the officer choose not to release summaries or the compelled
35 statements, this shall not be considered as a lack of cooperation in the process. The Chief
36 of Police will have access to all compelled statements for the purpose of disciplinary
37 decisions.

38
39 Nothing contained herein shall be the basis for an individual waiving his/her Fifth
40 Amendment rights under the Constitution of the United States of America.

41
42 1. The Association will, upon direction of the Chief of Police or the Chief's
43 designee, comply with the Police Oversight Ordinance by submitting to interrogations in
44 connection with administrative investigations by the Independent Review Officer and/or
45 full-time investigators employed by the City.

1 2. The named administrative investigators shall be bound by all the provisions of
2 this section of the Collective Bargaining Agreement and by all confidentiality provisions
3 in the Police Oversight Ordinance currently in effect.

4 3. The provisions of this article shall not be interpreted in a manner which violated
5 those rights guaranteed by the Garrity vs. New Jersey or subsequent decisions.

6
7 K. The Department shall afford an opportunity for an officer, if he/she so requests, to
8 consult with counsel before being questioned, provided the interrogation is not delayed
9 for more than two hours. Counsel and another person of his/her choice who is a member
10 of the bargaining unit may be present during the interrogation.

11
12 All interviewing shall be limited in scope to activities, circumstances, events, conduct or
13 acts, which pertain to the incident, which is the subject of the investigation. Nothing in
14 this section shall prohibit the employer from questioning the employee about information,
15 which is developed during the course of the interview.

16
17 The representative may ask for a question to be repeated or restated for clarification
18 purposes.

19
20 The representative may also object to any question they feel is inappropriate, and state
21 into the record the reasons why. The interviewer will consider the objection and the
22 question asked.

23
24 At the end of the interview, the interviewer will allow the employee or representative the
25 opportunity to make any additional comments or provide any information they deem
26 necessary.

27
28 If the officer's representative(s) disrupts the interview process, the representative
29 may be removed. If an officer's representative is removed, the officer may be allowed up
30 to two (2) hours to obtain another representative before the interview is continued.

31
32 If a representative is removed, the APOA President or his/her designee will be
33 notified and provided a copy of the audiotape of the interview within four calendar days.
34 The APOA President may request a meeting with the Internal Affairs Commander to
35 discuss the matter.

36
37 L. When available, before an administrative investigator interrogates an officer as a
38 direct result of an official complaint by a citizen whose identity is known, that citizen
39 shall be required to sign a statement clearly stating the allegation. The basic information
40 on the complaint shall be provided to the officer at the same time of the interrogation.

41
42 M. In the event it is determined that the complainant falsified his/her statements, the
43 City may take whatever action it deems appropriate and the officer may at his/her
44 discretion pursue whatever legal remedies are available.

1 N. The Chief, and only the Chief, may order or request a polygraph examination.
2 Unless there are extenuating circumstances, deception detection examinations shall be
3 employed only after:

4
5 1. The Chief has carefully reviewed the entire case;

6
7 2. All investigative leads have been exhausted;

8
9 3. The APOA President, or his designated representative, has been briefed on the
10 facts of the case and the reasons for ordering the polygraph examination. The APOA
11 President will receive a copy of the entire case with reasonable review time. The APOA
12 will be given reasonable time to suggest (on the record) any investigative leads that need
13 to be followed.

14
15 4. The citizen complainant has submitted to and passed such an examination.

16
17 5. A copy of the polygraph examination shall be provided to the accused officer
18 immediately following the examination. A copy of the independent evaluator's report
19 shall be provided to the accused officer immediately upon receipt with the Department.
20 When the polygraph examination is used, the accused officer and APOA will be advised
21 24 hours in advance, in writing, prior to the administration of the polygraph test.

22
23 O. In all cases where a sworn member becomes aware of a violation of the S.O.P or a
24 violation of federal, state, or municipal law that is or is likely to lead to an investigation,
25 Internal Affairs must be notified.

26
27 P. Any administrative investigation will be completed within 90 days. The 90 day
28 period shall not include time for review. An extension of up to 30 days may be granted
29 but will only be obtained in writing and approved by the Chief of Police. A copy of the
30 approval will be sent to APOA. The review process shall be completed within 30 days.

31
32 Q. Officers who are the subject of an investigation shall be provided with written
33 notification as to the disposition of the investigation within fourteen (14) days.

34
35 R. As soon as an officer is determined to be the subject of an administrative
36 investigation, he/she will be notified unless this disclosure would jeopardize the
37 investigation.

38
39 S. Upon final adjudication of charge number LB-01 ***, challenging certain
40 amendments to the Police Oversight Ordinance, currently pending before the City of
41 Albuquerque Labor Management Relations Board, the city and the Union will meet to
42 negotiate any amendments to this Section that may be necessitated by the adjudication.

43
44 **SECTION 24. LEGAL PROTECTION**

1 A. Should a police officer be sued in a civil action for any allegations arising out of
2 the course and scope of the officer's employment, the City will defend and indemnify that
3 officer pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1
4 et. seq., NMSA 1978, as amended.

5
6 B. The city will notify the officer prior to the first interview with the City Attorney if
7 there is any conflict of interest between the city and the officer or if the city intends to
8 dispute that the officer was in the course and scope of employment at the time of the
9 incident on which the complaint is based. If a conflict exists or if the city intends to
10 dispute that the officer was in the course and scope of employment, the officer, an APOA
11 Representative and/or Association Attorney, and the City Attorney must meet and confer
12 to address the conflict or the dispute. Additionally, if the officer perceives a conflict of
13 interest the officer, an APOA Representative and the City Attorney must meet and confer
14 to address and resolve the conflict.

15 In the event the officer is notified of a conflict of interest or dispute that the
16 officer was in the course and scope of employment, there shall be no interview between
17 the officer and the City Attorney until such time as the officer is represented by counsel
18 and/or consents to an interview.

19 If a conflict of interest is identified, the City will provide a contract attorney from
20 a list compiled by the City Attorney's office. If the officer agrees to waive the conflict,
21 the city must have this waiver in writing.

22 No information provided by an officer to the City Attorney's office or any agent
23 of that office shall be used in any disciplinary or criminal action against the officer.

24
25 C. It is understood by the parties that it is against public policy to defend an officer
26 in a criminal suit once the officer is indicted for a criminal act.

27
28 D. In the event an officer is sued in a civil action in which punitive damages are
29 alleged, and the officer was not personally served with the summons and complaint, it
30 shall be the duty of the City to notify the officer, in writing (either personally or through
31 the APOA representative), within thirty (30) days of the receipt of the suit by the City
32 Attorney's Office of the potential personal exposure of the officer for punitive damages.
33 This provision shall only apply to suits filed after the effective date of this contract.

34
35 E. The officer shall have the right to consult the attorney of the officer's choice after
36 notifying the City Attorney's office regarding a lawsuit to which the officer is a party at
37 City expense up to \$300.00 per lawsuit.

38
39 F. The City further agrees to communicate to the officer's chosen attorney, once the
40 officer's attorney has notified the City Attorney in writing of his/ her representation, any
41 and all settlement offers communicated by the plaintiffs attorney. The City likewise
42 agrees to meet in good faith with the officer's chosen attorney to discuss such settlement
43 offers, upon the request of the officer's chosen attorney.

1 G. Should an officer have punitive damages awarded against him/her by a judge or
2 jury, the City agrees to appeal that judgment should cause exist in the discretion of the
3 City.

4
5 H. If the City, or its insurer, declines to defend and indemnify an officer because the
6 City believes that officer acted outside the course and scope of the officer's employment,
7 the City, or its insurer, agrees to pay the reasonable hourly attorney's fees of an attorney
8 of the employee's choice (up to \$150.00 per hour) to litigate in a declaratory judgment
9 action the issue of whether the conduct was within the course and scope of the officer's
10 employment. If such a declaratory judgment action is decided favorably to the officer,
11 that is, if it is determined that the officer was acting within the course and scope of the
12 officer's employment, then the City, or its insurer, will defend and indemnify the officer,
13 pursuant to the New Mexico Tort Claims Act 41-4-1 et. seq., NMSA 1978, as amended.

14
15 I. For purpose of this section and Agreement, the phrase course and scope of
16 employment means the lawful acts, which an officer is requested, required, or authorized
17 to perform by the City.

18
19 J. Nothing herein shall bar the use in Court of case law and common law in the
20 resolution of any dispute arising out of an interpretation of the New Mexico Tort Claims
21 Act 41-4-1 et. seq., NMSA 1978.

22
23 K. It is understood by the parties that a breach of this Agreement shall not, in itself,
24 cause the City to be liable for any punitive damages arising out of any suit to which the
25 officer is a party.

26
27 L. The APOA President or his/her designee will be placed on the call out roster for
28 any officer involved in a shooting. The Department shall place the APOA President or
29 the President's designee on the APD Communications call out protocol list.

30
31 **SECTION 25. GRIEVANCE AND APPEAL PROCEDURES**

32
33 A. The purpose of this procedure is to secure, in an atmosphere of courtesy and
34 cooperation and at the lowest possible administrative level, an equitable solution to the
35 problems, which may arise. A grievance or appeal should first be discussed with the
36 aggrieved person's immediate supervisor with the objective of resolving the matter
37 informally.

38
39 B. *Grievances* and *Appeals* are formal complaints of employees concerning actions
40 taken by management, which result in loss of pay or seniority, or in written reprimand.
41 Other complaints officers have about working conditions, rules and regulations,
42 promotions and transfers must be made through the chain of command.

43
44 C. Since it is important that grievances be resolved as rapidly as possible, time limits
45 given shall be considered as maximum and every effort shall be made to expedite the

1 process. In the event that the last day of a time limit falls on a weekend or a legal holiday
2 as defined herein, the time limit shall include the next working day.

3
4 D. Refusal to appear and participate in a grievance or appeal proceeding at any
5 formal stage in a proceeding shall result in forfeiture of the right to grieve or appeal. As
6 a condition of employment, employees are required to appear as witnesses in grievances
7 and appeal hearings when requested by the aggrieved employee or by members of the
8 City administrative staff.

9
10 E. Before taking action which could result in loss of pay or seniority or in a written
11 reprimand, a Chief of Police, the Chief's designee, or in the case of Aviation or Open
12 Space officers, the appropriate department director or his designee may call for an
13 informal review of the circumstances surrounding the proposed action. An officer who is
14 aggrieved by such action may appeal the decision to the Chief of Police, the Chief's
15 designee, or in the case of Aviation or Open Space officers, the appropriate department
16 director or his designee within ten (10) calendar days of the action being taken. A
17 supervisor contemplating discipline shall not be required to submit the issue to the City
18 Mediation Program Coordinator prior to the employee's response to the discipline.

19
20 The decision of the Chief of Police, the Chief's designee, or in the case of
21 Aviation or Open Space officers, the appropriate department director or his designee may
22 be grieved or appealed through the procedures set forth in this Section.

23
24 F. Disciplinary action in the form of a suspension may be implemented immediately
25 or postponed pending the outcome of a grievance or appeal. The decision by the Chief of
26 Police, the Chief's designee, or in the case of Aviation or Open Space officers, the
27 appropriate department director or his designee as it relates to the immediate
28 implementation or postponement of the suspension will be made on a case by case basis,
29 and shall not be considered to set precedent.

30
31 G. An attempt will be made to notify an officer in a disciplinary action in every day
32 language and not track the language of a criminal statute or criminal ordinance. No
33 specific language is required to meet any jurisdictional test. The language need only be
34 specific enough to notify the officer of the alleged misconduct. This section will not limit
35 the City from pursuing any criminal charges against the officer.

36
37 H. Participation in the City Mediation Program shall be voluntary. The member may
38 elect mediation or he/she may bypass the City Mediation Program and the additional
39 review by the Chief of Police, the Chief's designee, or in the case of Aviation officers,
40 the appropriate department director or his designee.

41
42 I. Written reprimands will not be grievable through the Chief Administrative Officer
43 as per the Merit System Ordinance 3-1-23, reference Grievance Procedure. The
44 following will be the process for written reprimands.

45
46 1. Unless there is a request for mediation, the parties will not be required to submit

1 written reprimands through the City Mediation Program.

2
3 2. A written reprimand will only be determined and issued through the employee's
4 chain of command.

5
6 3. A written reprimand will be appealed to the appropriate deputy chief of the
7 issuing individual who determined and issued the reprimand. This will be the employee's
8 opportunity to respond to the discipline. This appeal may be in writing or in person and
9 must occur within 10 days after the employee receives and has the opportunity to sign for
10 the reprimand. The decision of the deputy chief will be final. For Open Space officers,
11 the appeal will be made to the Chief.

12
13 4. The discipline will be considered imposed after the final decision of the
14 appropriate deputy chief or chief. If there is no request for review the discipline will be
15 considered imposed after the ten day period passes.

16
17 5. The Chief of Police, the Chief's designee, or in the case of Aviation, the
18 appropriate department director or his designee within the Department has the sole
19 authority to discipline.

20
21 J. A written reprimand will be purged from all files within one year of the date of
22 the incident. A written reprimand will not be considered for transfer or in the
23 promotional process. If a written reprimand is used for progressive discipline, the Ad
24 Hoc Grievance Committee may consider the underlying issues in determining the
25 appropriateness of the progressive discipline.

26
27 K. *Grievances.* Grievances involving discipline resulting in a suspension of 40 hours
28 or less and transfers as a result of a disciplinary action will be appealed through the
29 following process.

30
31 1. Step One. Unless there is a specific request the parties will not be required to
32 submit grievances or appeals through the City Mediation Program or through the Chief of
33 Police, the Chief's designee, or in the case of Aviation or Open Space officers, the
34 appropriate department director or his designee. If there is no request for mediation or
35 for review by the Chief of Police, the Chief's designee, or in the case of Aviation or Open
36 Space officers, the appropriate department director or his designee, the employee may
37 initiate a grievance in Step Two.

38
39 2. Step Two. The employee initiates the grievance by submitting a written
40 grievance to the Chief of Police, the Chief's designee, or in the case of Aviation or Open
41 Space officers, the appropriate department director or his designee within (10) days of the
42 date the employee was notified of the discipline. The written grievance shall contain the
43 employee's name, rank, current assignment, immediate supervisor, date of the incident
44 leading to the discipline, statement of the grounds for grievance and relief the employee
45 is requesting.

1
2 3. Within ten (10) days of the date the grievance is submitted, an *Ad Hoc* Grievance,
3 Committee shall be selected to hear the dispute and determine a resolution. The *Ad Hoc*
4 Grievance Committee shall be selected as follows:
5

6 a. The City and the Association will each select one (1) officer senior in rank to the
7 Grievant and one (1) officer equal in rank to the Grievant. The City and the Association
8 shall each have the opportunity to recuse up to two (2) recommended appointees from the
9 opposite party. These four (4) Committee Members will then select a neutral (fifth
10 member) at the rank of Lieutenant or above, who will act as Chair and vote in the event
11 the committee has a tie vote. The neutral appointed by the committee will be required to
12 serve, unless he/she requests to be excused for good cause as determined by the Chief of
13 Police. For Aviation Police, the Chair shall be senior in rank to the Grievant, and
14 selected from the Grievant's department.
15

16 b. Personnel who are part of the incident or the investigation shall not serve on the
17 committee nor shall anyone not involved in the hearing be permitted in the hearing room
18 unless both parties otherwise agree. Either party may request that the proceedings be
19 closed.
20

21 c. There will be no employer/subordinate relationship within this committee and all
22 members will have equal standing.
23

24 4. The Ad Hoc Grievance Committee shall hold an informal hearing on the
25 grievance. The hearing shall comply with Section 29-14-6 N.M.S.A. The Committee
26 shall vote on the issues before them and a majority vote shall be required.
27

28 5. The jurisdiction of the committee shall be limited to either accepting, rejecting, or
29 modifying the disciplinary action. The decision of the Ad Hoc Committee will be final
30 and binding.
31

32 a. The purpose of this informal Grievance hearing is to expedite due process
33 internally and to allow the aggrieved the opportunity to present his/her case before a
34 group of his/her peers.

35 b. The aggrieved and the department shall each select one (1) person to present their
36 case. The aggrieved officer shall either choose a representative provided by the
37 Association or shall present without representation.

38 c. The department and the aggrieved will be permitted to introduce any relevant
39 documents, witnesses, or other evidence to support their case and they may cross-
40 examine any witness during the informal grievance hearing.

41 d. Due to the informality of the hearing, and past practice, neither party may be
42 represented by legal counsel.

43 6. The Chief of Police, the Chief's designee, or in the case of Aviation or Open
44 Space officers, the appropriate department director or his designee within the Department

1 has sole authority to discipline.
2

3 L. *Appeals.* Appeals involving discipline resulting in suspensions of more than 35
4 hours, demotion or discharge, will be appealed in accordance with the provisions of
5 Section 3-1-24 of the Merit System Ordinance.
6

7 M. The Chief of Police or his designee has the option on a suspension of five (5) days
8 or less to prohibit the employee from the workplace or to allow the employee to work
9 through the suspension with pay.
10

11 N. The employee may file a written response to any document containing adverse
12 comments entered into his/her personnel file. The written response shall be attached to
13 the document.
14

15 **SECTION 26. EMPLOYEE'S PERSONNEL FILE**

16

17 A. A copy of any material pertaining to an employee's performance or to disciplinary
18 actions to be placed in the employee's personnel files must be presented to the employee
19 for signature and review.
20

21 B. By arranging an appointment in advance, employees shall be allowed to review
22 the contents of their Department personnel file during working hours. Reasonable
23 requests for copies or documents in the file shall be honored and reasonable charges
24 made for such copies.
25

26 C. Only the personnel files kept in the Human Resources Department and the
27 department where the employee is currently assigned will be used for interdepartmental
28 interviews.
29

30 D. Employees shall have the right to submit written responses to all derogatory
31 documents placed in their Human Resources or Departmental file within each
32 department. Such written responses will be placed in the appropriate file. Derogatory
33 material may be purged within 12 months from the employee's departmental file at the
34 department head's discretion.
35

36 E. Human Resources Department files are a permanent record of an employee's
37 performance with the City of Albuquerque. Such files will not be purged. However,
38 employees who have been cleared of any charges shall not have reference of these
39 charges included in their permanent personnel file.
40

41 F. It is hereby recognized that, upon written notification by the employee, the
42 Association will be allowed to view his/her file.
43

44 G. The Association President or designee may request to meet with the Department
45 Director to mediate disputes concerning purging of derogatory material from the Human

1 Resources Department files.
2

3 **SECTION 27. ELECTIONS AND APPOINTMENTS**
4

5 The City will notify the Association of elections or appointments to the City's Labor
6 Relations Board and the Personnel Board.
7

8 **SECTION 28. UNIFORMS**
9

10 A. It is understood by the parties of this Agreement that uniform regulations of the
11 Departments are established by the Chiefs of Police, and the primary purpose of this
12 section is to protect covered employees from financial hardship resulting from changes in
13 uniform regulations.
14

15 Optional changes in the authorized uniform regulations may be made at any time.
16 Optional items of uniforms shall remain optional during the term of this Agreement.
17 Replacement changes in the uniform regulations that delete a previously authorized piece
18 of uniform apparel, insignia, or item, shall only be mandatory for those hired after the
19 effective date of this Agreement, or the date of the most current change.
20

21 Sworn personnel shall not be required to purchase newly approved uniform apparel,
22 insignia, or items until any existing, owned uniform items, insignia, or apparel are
23 deemed unserviceable or in need of replacement.

24 All replacement purchase or gifts of uniform apparel must conform to current uniform
25 regulations as of the date of purchase or receipt of the gift.
26

27 B. Aviation and Open Space shall continue to receive a uniform allowance of \$23.08
28 per pay period. The Open Space allowance shall be terminated when the department
29 begins its distribution of uniforms to employees.
30

31 **SECTION 29. FIREARMS**
32

33 Firearms regulations of the Albuquerque Police Department as prescribed in the
34 Department's Standard Operating Procedures Manual at the signing of this Agreement
35 shall remain in full force and effect for all bargaining unit employees for the term of the
36 Agreement. The Employer shall provide practice ammunition for .38, 9mm, .45 ACP and
37 40mm as well as duty ammunition for those calibers.
38

39 **SECTION 30. HOURS OF WORK AND OVERTIME**
40

41 A. The normal workday shall be eight (8) or ten (10) hours. The ten (10) hour
42 workday shall be consecutive. The normal workweek will be forty (40) hours comprised
43 of either five (5) eight-hour or four (4) ten-hour days.
44

1 1. Should Aviation Police return to an eight-hour (8) workday, their eight-hour (8)
2 workday shall be consecutive.

3
4 B. Employees shall be entitled to overtime compensation at the rate of time-and-one-
5 half their regular straight-time rate when they perform work in excess of forty (40) hours
6 in any one workweek.

7
8 1. The workweek shall consist of seven (7) consecutive days beginning at 0001 each
9 Saturday, or the tour starting hour nearest to that time.

10
11 2. The workday will be any regularly scheduled, consecutive twenty four-hour
12 period beginning at the start of the employee's regularly assigned shift.

13
14 3. In accordance with Section 34 (FLSA) of this Agreement, the workdays, days off
15 and start times of the shifts will be fixed and will not vary from week to week. The bid
16 will include a variety of work schedules for the four (4) day workweek. A number of
17 work schedules will include a schedule of one (1) start time for two (2) days and another
18 start time for the other two (2) days. Additionally, a number of the schedules will include
19 a schedule of one start time for three (3) days and another time for the other day. The
20 remaining schedules will have the same start time for all four days. If a shift begins on or
21 between the hours of 1700 and 0329, this shift will be Watch I. If a shift begins on or
22 between 0330 and 0959, this shift will be Watch II and no shift differential will be paid.
23 If a shift begins on or between 1000 and 1659, then the shift will be Watch III. Shift
24 differential will be paid in accordance with Section 31 (Shift Differential) of this
25 Agreement. For those schedules with varying start times as described above, shift
26 differential will be paid on a prorated basis based on the start time of each shift in
27 accordance with the amounts provided in Section 31 (Shift Differential).

28
29 The Department shall retain the prerogative to implement either a four ten hour or five
30 eight hour work schedule.

31
32 4. For the purpose of this section, an employee who elects to change shifts will not
33 be considered to have worked in excess of eight hours on any one workday.

34
35 5. For the purpose of computing overtime, paid leave shall be considered time
36 worked, as per Section 34 (FLSA).

37
38 6. Under normal circumstances, management will assign consecutive days off in a
39 normal workweek.

40
41 7. In the event a supervisor proposes to permanently change the work hours of an
42 officer who is not part of the bidding in Section 22 (Seniority), the Association will be
43 provided the opportunity for input in accordance with the provisions of Section 20 (Rules
44 and Regulations). Should the Department not agree with the input provided by the
45 Association, the final decision on the employee's work hours will be made by the Chief

1 of Police.

2
3 *A permanent change is defined as a change of more than 45 working days.*

4
5 8. Upon seven (7) days advance notice a section commander may adjust an
6 officer's shift/days off on a temporary basis for training or dignitary protection. This
7 may be done at the request of the officer or the Department.

8
9 **SECTION 31. SHIFT DIFFERENTIAL**

10
11 Patrolmen, sergeants, and lieutenants assigned to Watch 1 will be paid \$23.08 per pay
12 period, and patrolmen, sergeants, and lieutenants assigned to Watch III will be paid
13 \$11.54 per pay period.

14
15 **SECTION 32. COMPENSATION**

16
17 A. Pay Plan

18
19 1.

20 PATROLMEN

21 An employee receiving a \$19.00 hourly rate of pay on June 23, 2006 will continue to
22 receive that rate of pay for the duration of this Agreement. An employee receiving a
23 \$21.07 hourly rate of pay on June 23, 2006 will continue to receive that rate of pay for
24 the duration of this Agreement.

25
26 SERGEANTS:

27
28 An employee receiving a \$23.57 hourly rate of pay on June 23, 2006 will continue to
29 receive that rate of pay for the duration of this Agreement. An employee receiving a
30 \$25.60 hourly rate of pay on June 23, 2006 will continue to receive that rate of pay for
31 the duration of this Agreement.

32
33
34 LIEUTENANTS:

35
36 An employee receiving a \$29.93 hourly rate of pay on June 23, 2006 will continue to
37 receive that rate of pay for the duration of this Agreement.

38
39 CAPTAINS:

40
41 An employee receiving a \$34.00 hourly rate of pay on June 23, 2006 will continue to
42 receive that rate of pay for the duration of this Agreement. An employee receiving a
43 \$36.74 hourly rate of pay on June 23, 2006 will continue to receive that rate of pay for
44 the duration of this Agreement.

1 *IF MAKING \$18.00 OR MORE, YOU WILL BE ON LONGEVITY SCALE #2.
2 *IF MAKING LESS THAN \$18.00, YOU WILL BE ON LONGEVITY SCALE #1.
3

4 Lateral hires shall be compensated at a rate of pay consistent with City policy related to
5 lateral hires but no higher than step 05 on the pay plan. During the 2005-2006 fiscal
6 year, lateral hires will be paid no more than \$19.00 per hour. In future years, lateral hires
7 will be paid no more than the negotiated hourly rate of pay. The lateral hire shall not be
8 credited with more the one (1) step on the pay plan for each year of prior law
9 enforcement experience following successful completions of the officer's probationary
10 period with the City, but shall not be placed on the salary schedule at a step higher than
11 step 05. Time spent at a law enforcement academy, as non-certified or in probationary
12 status with the City or another agency will not be counted as prior law enforcement
13 experience.

14
15 B. *Specialty Pay:* The City shall pay the following to officers assigned to hazardous
16 classifications as follows:

17		
18	1. PILOTS	\$23.08 per pay period
19	2. BOMB SQUAD	\$23.08 per pay period
20	3. AERIAL OBSERVER	\$23.08 per pay period
21	4. MOTORCYCLE OFFICERS	\$23.08 per pay period
22	5. S.W.A.T TEAM and C.N.T. MEMBERS	\$23.08 per pay period
23	6. C.I.T.	\$23.08 per pay period
24	7. MOUNTED UNIT	\$23.08 per pay period
25		

26 Assignment to the above hazardous classifications shall be voluntary however
27 reassignment to another classification shall not be a grievable issue.

28 C. *Special Skills Pay:* The City shall pay the following to officers who have the
29 following specialties:

30		
31	1. Polygraph Examiner	\$50.00 per pay period
32		
33	2. Field Training Officers and Area Sergeant Coordinators in A. P. D., Aviation and 34 Open Space will receive a special skill compensation incentive pay of \$50.00 per pay 35 period. This skill pay is separate and additional to any other incentive pay.	
36		

37 D. *Longevity Pay:* Longevity pay will be paid as follows:

38

39 SCALE 1:

40

41	YEARS OF SWORN SERVICE	7/1/05
42		
43	4	40.00
44	5	80.00

1	6	140.00
2	7	200.00
3	8	260.00
4	9	320.00
5	10-11	362.00
6	12-13	370.00
7	14-15	378.00
8	16-17	386.00
9	18-19	402.00
10	20+	410.00

11
12 SCALE 2:

13		
14	YEARS OF SWORN SERVICE	7/1/05
15		
16	6-7	196.00
17	8-9	198.00
18	10-11	272.66
19	12-13	274.97
20	14-15	279.59
21	16-17	288.82
22	18-19	300.35
23	20+	311.89
24		

25 Longevity Pay shall be paid based on years of continuous APD Sworn Service.

26
27 1. Aviation and Open Space Officers hired after the ratification of this Agreement
28 will be included in the above (APD Longevity) pay plan.
29 Aviation and Open Space Officers currently receiving longevity pay for 10 or more years
30 of continuous City service will receive longevity pay in accordance with subsection D.1
31 whether or not the City service was in the capacity of a sworn law enforcement officer.
32

33 3. Once an officer has been at the top step of his/her grade for 364 days or more, the
34 officer will receive \$34.62 per pay period. Once an officer has received this "Super
35 Longevity", this compensation will not be lost upon promotion within the bargaining
36 unit. Officers currently receiving Super Longevity will continue to receive this pay
37 during the term of the contract. Employees shall not become eligible for this benefit after
38 July 1, 2004.
39

40 E. *Chiefs Time:* Section 1-11-3 of the Standard Operating Procedures for the
41 Albuquerque Police Department will continue in full force for the duration of this
42 Agreement. If the Aviation Police Departments decide to initiate a Chief's Time
43 Program, the City and the Association will meet and negotiate a program.
44

45 F. *Court Allowance:* The City will pay a minimum of two (2) hours court time at

1 time-and-one-half, unless the officer appears in court within one (1) hour of his/her tour
2 of duty, starting or ending. In the event that court appearance is within one (1) hour of
3 the tour of duty, starting or ending, the officer will be paid a sum of one (1) hour. This
4 section does not apply to officers appearing in court during their tour of duty.

5
6 Officers assigned to graveyard shift who have worked the previous shift will be paid a
7 minimum of two (2) hours at time-and-one-half beginning thirty (30) minutes after shift
8 ends plus actual time spent in court following two-and-one-half (2-1/2) hours after close
9 of shift.

10
11 G. *Payroll Upgrading:* An employee who is assigned the responsibilities and
12 temporarily performs the duties of a position graded higher than the one he/ she holds
13 shall upon approval of the Director or Chief, be reimbursed accordingly. Such employee
14 shall receive the entrance rate of the class or one step above his present rate whichever is
15 higher, while so assigned. Employees selected for Payroll upgrading must be qualified to
16 perform the duties of the higher position. The need for upgrades shall be determined by
17 the division commander.

18
19 H. *Bilingual Pay:* Only those languages recognized by the Human Resources and
20 Productivity Committee as adding to the increased productivity and efficiency of the
21 Police Department shall qualify for bilingual pay.

22 An officer shall qualify for bilingual pay upon demonstrating an acceptable level of
23 reading, writing and conversational proficiency. Job-related material will be used in
24 determining the reading, writing and conversational proficiency. The certification of
25 proficiency will be established by an expert selected by the H.R.P. Committee.

26
27 Officers who are certified in all three proficiency areas shall be paid \$23.08 per pay
28 period. Should an officer only pass the conversational portion of the test, that officer
29 shall be paid \$9.23 per pay period.

30
31 It is recognized that if an officer is bilingual but fails to apply for or pass the certification
32 required for bilingual pay, the officer must continue to utilize whatever bilingual abilities
33 he/she has as needed on the job.

34 I. *Transfers:* An employee who transfers from one APOA bargaining unit department to
35 another shall retain all benefits based on time that the employee received while serving in
36 the original department.

37 J. *Physical Examinations:* Each employee may utilize one-half (1/2) day paid leave
38 between July 1, 2006 and June 30, 2007 for the purpose of undergoing a physical
39 examination. The leave shall not be deducted from the employee's accumulated paid
40 leave. An employee who utilizes this leave shall be required to provide written medical
41 documentation verifying that the physical examination has taken place.

42

1 **SECTION 33. CAPTAINS**

2
3 A. In recognition of the extra duties, responsibilities and irregular work hours
4 required of Police Department Captains, Captains shall be considered bona fide executive
5 employees as defined by FLSA of 1938, as amended, and compensations will be
6 governed by Section 541.1. As employees "employed in a bona fide executive capacity"
7 under Section 13(a)(1) of the Act, the captain's duties will:

- 8
9 1. Primarily consist of the management of the enterprise in which he/she is assigned
10 or of a customarily recognized department or subdivision thereof, and
11
12 2. Will customarily and regularly direct the work of two or more other employees
13 therein; and
14
15 3. Will have the authority to impose disciplinary action on other employees
16 consistent with the Merit System Ordinance and the SOP; and
17
18 4. Will customarily and regularly exercise discretionary powers.
19

20 The parties agree that the Chief of Police has the sole discretion to assign/re-assign
21 captains. Captains shall not be assigned hours by management but will work regular
22 hours as necessary and sufficient to complete tasks as assigned by the Chief of Police
23 and/or his designee. Captains will not incur overtime or comp time except as noted
24 below but will adjust their hours to accomplish their tasks and responsibilities. In
25 consideration of the salary basis, there shall be no deductions from sick or annual leave
26 for absences of less than a day. Captains shall receive eight (8) hours of straight
27 compensatory time per pay period.

28 B. During the term of this Agreement, but no sooner than eighteen (18) months after
29 the commencement of this Agreement, the parties recognize the department may establish
30 a rank above the rank of Captain which may result in the reassignment of the current
31 Captains into this rank. The reclassification and assignment shall be done in accordance
32 with Section 3-2-3 of the City's Labor-Management Relations Ordinance.
33
34

35 **SECTION 34. FAIR LABOR STANDARDS ACT**

36
37 Under the Fair Labor Standards Act (FLSA), paid leave is not considered time worked
38 for the purpose of computing overtime and the *regular rate* for the purpose of computing
39 overtime includes all remunerations.
40

41 The parties hereto agree that for the purpose of computing overtime, paid leave will be
42 considered time worked and the regular rate includes the hourly rate with no other
43 remunerations included. Under 7K of the FLSA, the parties agree that for the purpose of
44 computing overtime, the pay schedule will be a 7-consecutive-day, 40-hour workweek.

1
2 Applications of the FLSA as it pertains to the exempt status of positions will not change
3 from current practice.
4

5 **SECTION 35. PERA**
6

7 a. Based on Budget Division calculations, implement 75% City payment of employee
8 PERA contributions by July 1, 2007, 6.11% in Fiscal Year 07 and an additional 6.12%
9 for a total of 12.13% in Fiscal Year 08.

10 b. This Agreement's compensation commitments for the second fiscal year shall be
11 contingent upon the approval of the City Council as set forth in Section 3-2-18 of the
12 Labor-Management Relations Ordinance.
13

14 **SECTION 36. COMPENSATORY TIME**
15

16 Time worked over 40 hours per week will be compensated at 1-1/2 times the officer's
17 regular rate of pay, or in the form of compensatory time. Compensatory time will be
18 computed at the rate of 1-1/2 times the hours actually worked. The maximum accrual of
19 comp time for any officer, including Aviation Police, is 200 hours. Upon separation of
20 employment from the Albuquerque Police Department, Aviation and Open Space
21 Departments, an officer is limited to a cash-out of no more than forty (40) hours of
22 unused comp time at straight-time pay. Any accrual of comp time over forty (40) hours
23 must be used 6 months prior to separation.
24

25 **SECTION 37. LOST, DAMAGED, OR STOLEN PROPERTY**
26

27 A. Officers who have lost, damaged or have had City property stolen in the line of
28 duty, regardless of the cost, will not be required to reimburse the City unless negligence
29 is proven to the satisfaction of their chain-of-command.
30

31 B. Officers who have been determined to have contributory negligence for lost,
32 damaged, or stolen property shall only be required to reimburse the City up to the value
33 of \$250, or may elect to replace the lost, damaged, or stolen item. Appropriate
34 disciplinary action may also be taken when necessary.
35

36 C. The City will reimburse an officer for replacement or repair, at the City's option, for
37 health aids, uniform apparel and personal equipment approved by the Department, lost,
38 damaged or stolen in the line of duty as a result of a direct delivery of service that has
39 been officially documented. The City will reimburse the cost for replacement or repair of
40 health aids, personal equipment or for each piece of uniform apparel, according to the
41 City Risk Management guidelines. The City will have the right to retain any damaged
42 equipment that is replaced. This language is not intended to be used to replace old, worn
43 out health aids or uniform apparel. Any replacement equipment will be of equal value to
44 the damaged property.

1
2 If the health aids, uniform apparel or personal equipment are lost, stolen or damaged as a
3 result of the contributory negligence of the officer, proven to the satisfaction of the chain-
4 of-command, the City will not be liable for reimbursement for replacement or repair.
5

6 **SECTION 38. HUMANITARIAN LEAVE POOL**
7

8 A. The Police Department will establish a *Humanitarian Leave Pool* that shall make
9 available to officers who have exhausted all accrued paid leave, including comp time due
10 to a short-term, non-duty related injury, illness or medical condition, additional wages at
11 the officers rate of pay for no longer than thirty (30) calendar days.
12

13 B. Funding for the leave pool will be derived from Association solicited donations of
14 compensatory time from bargaining unit members converted to a dollar amount at the
15 contributor's rate of pay rounded to the nearest quarter (1/4) hour. The comp-time
16 donations will be at the rate of 1 ½ hours' equals 1 hour donated to the leave pool.
17

18 C. The maximum amount of hours in the leave pool shall not exceed 1000 hours at
19 any time.
20

21 D. When an officer resigns, transfers, or is terminated from the Department who has
22 less than 500 hours of sick leave, the remaining balance above 350 hours shall be
23 converted to the Humanitarian Leave Pool. Any donated sick leave will be subject to the
24 1000 hours maximum accrual under section C. During the months of March and
25 October, upon request of the Association, the City shall provide written notification to the
26 Association of all sick leave returned to the City by officers who resign or are terminated
27 from the Department.
28

29 E. No funds shall be approved for disbursement from the leave pool until an officer
30 has exhausted all paid leave. Access to the funds in the leave pool will be made upon a
31 recommendation by the APOA or APD. Open Space and Aviation Police will obtain
32 approval from their respective Chief or designee. The APOA and the City will jointly
33 establish appropriate guidelines for the disbursement of the fund.
34

35 F. Nothing in this section will prevent an officer from donating personal vacation
36 leave to any City employee according to City Rules and Regulations.
37

38 **SECTION 39. SHIFT EXCHANGE**
39

40 A. Sworn personnel of equal rank and assigned the same basic duties may exchange
41 shifts or portions thereof when the change does not interfere with the operations of the
42 Department. Shift exchanges are at the discretion of and subject to the approval of the
43 watch commander.
44

45 B. The parties agree that shift exchanges shall not involve any exchanges of money,

1 but are strictly an exchange of time.
2

3 C. The Department may develop appropriate administrative guidance.
4

5 Officers who agree to work that shift shall be responsible for working the shift. In the
6 event an officer fails to report under the shift exchange for any reason, it shall be in the
7 sole discretion of Department's Commander to authorize an overtime replacement and the
8 officer failing to report, may at the Department's discretion, be docked at time and one
9 half at his/her hourly rate. No other disciplinary action will be taken against the officer.
10

11 **SECTION 40. CIRCULARIZED POSITIONS** 12

13 A. All positions will be advertised.
14

15 B. Advertisements will identify the qualifications for positions.
16

17 C. Interested individuals will submit their resumes to APD Personnel prior to the
18 deadline.

19 D. A testing and interview process will be utilized to determine the best qualified
20 applicant for circularized positions. The position will be offered based on the highest test
21 results. Three (3) officers in the Mayor's office shall be exempt; rotation after a
22 maximum of three (3) years for undercover officers in Narcotics, Vice; Internal Affairs
23 officers after a maximum of two (2) years. Task Force officers shall be assigned to this
24 assignment for a maximum of two (2) years. The rotation time periods shall commence
25 July 1, 2006. This process shall not be subject to this Agreements grievance procedure.
26

27 E. Assignments to exempt positions will be made by the Division Commander based
28 upon the unit supervisor's recommendation, subject to the approval of the Chief.
29

30 F. The term "Exempt Position" only refers to the final selection process of qualified
31 applicants after the testing and interview process.
32

33 G. All personnel selected for circularized positions shall be subject to a minimum
34 assignment of one year unless otherwise mutually agreed upon by the employee and the
35 Department.
36

37 H. After the one-year trial period an officer may only be removed from a circularized
38 position with cause.
39

40 I. Removal from any circularized position during the one-year trial period is not
41 subject to grievance.
42

43 J. Involuntary reassignments are subject to the review and approval of the Chief of
44 Police.
45

1 K. Nothing in this section shall prevent Inter-Division transfers within area
2 commands only prior to advertising a position.
3

4 **SECTION 41. TAKE HOME CAR PLAN**
5

6 A. The continuation of the "Take Home Vehicle Plan" is within the sole prerogative
7 of the Chief of Police. If the Chief of Police decides to discontinue the "Take Home
8 Vehicle Plan", he/she shall give the APOA 45 days advance notice.
9

10 1. The provisions of this Section shall be applicable to the "Take Home Vehicle
11 Plan" for Open Space Rangers. The continuation of the "Take Home Vehicle Plan" for
12 Open Space Rangers is within the sole prerogative of the Director of Parks and
13 Recreation as per this section in its entirety.
14

15 B. During the 45 days, the Chief of Police, or his/her designee, and the Association
16 will meet and attempt to solve the problems relating to this program, in an effort to
17 continue the "Take Home Vehicle Program." If no agreement is reached, the Chief of
18 Police may discontinue the "Take Home Vehicle Plan." Nothing in this section prohibits
19 the Chief from discontinuing the program, then implementing a new program after the 45
20 days notice has expired.
21

22 C. PARTICIPATION
23

24 1. Participation in this program shall be totally voluntary and will be available to
25 every non-probationary officer, subject to Departmental Rules and Regulations governing
26 this program (herein referred to as "regulations"). The right to limit or deny participation
27 in this program is reserved to the Chief of Police.
28

29 2. Officers volunteering to participate in this program agree to abide by all
30 regulations governing this program.
31

32 3. Officers who reside within a ten (10) mile radius of the Bernalillo County
33 boundary may participate in the Take Home Car Plan. Officers living outside of this
34 limit may apply to the Chief for special consideration. The Chief's decision shall be final
35 and not subject to appeal under this Agreement's grievance procedure.
36

37 4. The Take Home Motorcycle Plan will be held to the same condition as the "Take
38 Home Vehicle Plan."
39

40 D. DUE PROCESS
41

42 1. If an officer fails to follow the regulations governing this program, it will be cause
43 for the Vehicle to be taken away from an officer.
44

45 2. The Department gas allotment will be followed. Officers who fail to abide by the

1 policy will be subject to the sanction set forth in this agreement.

2

3 3. A vehicle may be taken from an officer for other infractions, not listed, and the
4 appeal process will be the same.

5

6 4. Sanctions:

7

8 1st infraction in a 12 month period _____ 14 calendar days

9 2nd infraction in a 12 month period _____ 4 weeks

10 3rd infraction in a 12 month period _____ 6 months

11

12 5. Officers will be notified in writing of the suspension of their take home vehicle
13 privileges.

14

15 6. The following will be the only appeal process for suspension of an officer's take
16 home vehicle privileges for cause.

17

18 a. Upon being notified of the suspension of his/her take home car vehicle privileges,
19 the officers may acknowledge the violation and begin serving the sanction.

20

21 b. If the officer wishes to appeal the sanction, within five (5) days of notification of
22 suspension of the officer's take home vehicle privileges, he/she must submit a letter in
23 writing to the President of the Association, notifying the President of his/her intention to
24 appeal and specifying the reasons the officer feels the sanction should not be imposed.

25

26 c. Within five (5) days of notification, the President of the Association will advise
27 the Chief of Police, and a panel will be selected to hear the appeal.

28

29 d. The panel will consist of 3 sworn personnel chosen by the Chief of Police and 2
30 sworn personnel chosen by the APOA president.

31

32 The panel will meet at a mutually agreed upon time. Attendance at the meeting is
33 voluntary on the part of the officer. If the officer does not appear before the panel, an
34 Association representative will present the case.

35

36 f. The decision of the panel will be binding.

37 g. The officer will be advised of the panel's decision at the end of the review, in
38 writing.

39 h. The loss of a take home vehicle will not occur until after the entire review process
40 is completed, if the officer appeals the suspension.

41

42 i. The final decision of the panel will not be considered disciplinary action and will
43 not be placed on the officer's employee card.

44

1 E. REGULATIONS
2

3 1. The regulations of the "Take Home Vehicle Plan" will be identified separately
4 from this contract.

5 2. The regulations of the "Take Home Vehicle Plan" may be modified at the
6 discretion of the Chief of Police. Prior to any modification of the regulations, the City
7 will provide notice to the Association pursuant to Section 20 (Rules and Regulations).
8

9 F. AVIATION POLICE
10

11 1. Nothing in this Section shall be interpreted to require a "Take Home Vehicle
12 Plan" be implemented for Aviation Police.
13

14 **SECTION 42. BULLETIN BOARDS**
15

16 A. The City shall provide a reasonable amount of bulletin board space in sizes and
17 location mutually agreed upon by the parties for the display of official Association
18 literature, correspondence or notices.
19

20 B. The Association will not post literature, correspondence or notices at any City
21 facility or in any location other than the bulletin boards, employee mailboxes, or the
22 briefing blotters.
23

24 C. The bulletin board will not be used to criticize the Association, any of the
25 Association's policies, any of the Association officers, the City, any City policies, or any
26 City officials or employees.
27

28 D. The Association or the City may remove any material, which violates this Section.
29
30
31

32 **SECTION 43. MONTHLY AWARD INCENTIVE PROGRAM**
33

34 The Parties recognize that the City has the discretion to develop and implement a system
35 of awards pursuant to Section 3-1-19 of the Merit System Ordinance. The decision of the
36 City to implement or continue an awards system, or the decision to make an award under
37 such a system, shall not be the subject of a grievance or claim of contract violation.
38

39 **SECTION 44. OPEN SPACE, APD, PROVISIONS**
40

41 A. Replacement of Body Armor. The City will annually replace body armor that is
42 five years old for uniformed personnel as soon as practical. Non-uniformed and other
43 Officers requesting body armor replacement prior to the five years will be considered on

1 a case-by-case basis.
2

3 B. OPEN SPACE ONLY: Minimum Staffing Levels. Minimum staffing levels will
4 be two officers and a supervisor on duty at all times during regular hours of operation.
5 The Chief Ranger will be included as a supervisor to meet all staffing levels.
6

7 C. OPEN SPACE ONLY: When there is overtime for a sergeant, they will be called
8 in order of seniority. The only time there will be a temporary upgrade allowed on a shift
9 is if a sergeant is on leave, which exceeds forty (40) hours, or if other sergeants decline to
10 take the overtime. If an officer does not volunteer to take the upgrade the sergeant with
11 the least amount of seniority will be forced to work.
12

13 **SECTION 45. CONTRACT INCLUDES ENTIRE AGREEMENT**

14
15 It is understood and agreed by and between the parties hereto that this Agreement
16 is the only existing Agreement between the parties, and replaces any and all previous
17 Agreements.
18

19 **SECTION 46. SAVINGS CLAUSE**

20
21 Should any part of this Agreement or any provision contained herein be declared
22 invalid by a District Court or competent jurisdiction, the validity of the remaining
23 portions shall not be affected. Should this occur, the parties will immediately meet to
24 negotiate a suitable provision or replace the provision held invalid.
25
26

27 **SECTION 47. DEFERRED COMPENSATION**

28
29 A. CATCH-UP DEFERRAL:

30 Any officer, on a deferred compensation program, who retires at the end of the calendar
31 year is entitled to be paid a catch-up deferral from accumulated sick and vacation leave in
32 conjunction with the last regular paycheck of the calendar year. The officer will be
33 entitled to a second similar catch-up deferral in conjunction with or immediately
34 following final payment of hours worked in the first regular payroll of the new calendar
35 year. Such catch-up deferrals shall be for amounts allowed by federal law and shall use
36 payroll practices currently in place. Any officer who intends to retire during a calendar
37 year, but not at the end of a calendar year as stipulated above, is entitled to be paid a
38 catch-up deferral from accumulated sick and vacation leave in conjunction with the last
39 regular paycheck of the calendar year immediately preceding the year in which retirement
40 will occur, subject to submittal of an irrevocable letter of retirement. The officer will be
41 entitled to a second similar catch-up deferral in conjunction with or immediately

1 following final payment of hours worked in the final regular paycheck at retirement.
2 Payment of any balance remaining of accumulated sick or vacation hours shall be in
3 accordance with the current cash-out policy as stated elsewhere within this agreement.
4 Under no circumstances will the allowable deferral be exceeded in any calendar year.

5 **SECTION 48. PART-TIME EMPLOYEES**

6 7 1. PURPOSE

8
9 The purpose of the temporary Part-Time Program (PTP) is to allow sworn personnel a period of
10 time to alter the pace of their career and allow for flexibility in the number of hours worked each
11 week, while maintaining the ability to remain active in their chosen profession of law
12 enforcement. Officers struggle to keep the everyday concerns of family outside of the workplace
13 and not allow them to interfere with their performance on the job. As a result, police officers
14 make many sacrifices at the expense of personal and family commitments. In keeping with our
15 commitment to the men and women who serve the City of Albuquerque, the Albuquerque Police
16 Officer's Association and the Chief of Police have established the PTP.

17 18 2. GOALS

- 19
- 20 • The PTP enables officers the option of working in a part-time status, on a temporary
- 21 basis.
- 22 • The PTP offers a reduced work schedule to both male and female officers alike.
- 23 • The PTP is separate from FMLA and officers may participate in the PTP only after using
- 24 (12 weeks) FMLA leave.
- 25 • The PTP provides officers with flexible and reduced work schedules so that the officer is
- 26 better able to address any critical personal situations, which otherwise may make the
- 27 officer feel overwhelmed or preoccupies while at work.
- 28 • The PTP provides the officer with a reduces schedule and avoids placing the officer in a
- 29 situation where they may feel compelled to choose between work and their commitment
- 30 in their family during a time of crisis.
- 31 • The PTP creates a powerful recruiting incentive to future law enforcement officers who
- 32 place their commitment to their family as a top priority.

33 3. PROGRAM GUIDELINES

- 34
- 35 • Officers wishing to take part in the PTP program must submit a memorandum through
- 36 their respective chain of command to the Chief of Police, stating the specific reason(s)
- 37 that the officer needs to participate in PTP.
- 38 • The officer's Commander will provide the Chief of Police with a written
- 39 recommendation to either accept/not accept the officer into PTP. The Commander must
- 40 state the reason(s) for recommending denial of the officer's request. The Chief of
- 41 Police's decision is final and binding and is not subject to appeal.
- 42 • Officers requesting PTP status must have received satisfactory performance evaluations
- 43 in their last two performance appraisals. Failure to maintain satisfactory performance
- 44 evaluations will result in immediate termination from the PTP and the officer will return
- 45 to a regular fulltime work schedule.
- 46 • Officers requesting PTP status must not be currently serving any type of discipline
- 47 • Once accepted into the PTP, the Chief of Police will assign the officer to a law
- 48 enforcement related assignment so that the person on PTP is actively assisting the
- 49 Department in accomplishing it's mission.
- 50 • The officer and the respective Commander will work out a part time schedule that
- 51 benefits the Albuquerque Police Department and allows the Department to best

1 accomplish it's mission. Assignment of the officer is subject to final approval by the
2 Chief of Police.

- 3 • Officers approved for the PTP will participate in the program for no more than one (1)
4 year, per qualifying event (See Section 4. to define the qualifying event). The officer
5 must return to a full time schedule in the event of the unexpected death of the family
6 member for which the officer is caring.
- 7 • Officers working within the PTP will work a 20-hour workweek. No other modifications
8 will be allowed.
- 9 • Officers participating in the PTP will not bid or be allowed to transfer while in the PTP.
10 Officers on PTP status will not be considered when determining staffing levels for a
11 division/area command.
- 12 • Officers participating in the PTP will not be allowed to act in an "on-call" capacity.
- 13 • Officers participating in the PTP will not be allowed to work overtime, earn
14 compensatory time or participate in the Chief's Overtime Program.
- 15 • Officers participating in the PTP will not be allowed to work holidays.
- 16 • Benefits for officers participating in the PTP will be prorated (half).
- 17 • All officers participating in the PTP will be required to pay full fair share union dues.
- 18 • Officers participating in the PTP will NOT earn credit for the months worked part time to
19 be eligible for promotion. If the officer is promoted off of an existing list, the officer
20 must return to full time status upon promotion.
- 21 • Participation in the PTP will not affect an officer's rank, grad or seniority.
- 22 • All participants in the PTP are covered under the APOA contract.
- 23 • Officers participating in the PTP will continue to pay full share into PERA (16.3%) each
24 month.
- 25 • Officers participating in the PIP must complete their firearms qualifications and other
26 training requirements established by the Department.
- 27 • Officers participating in this program may be ordered back to duty by the Chief of Police
28 if the Department is faced with a severe staffing shortage or exigent circumstances
29 requires return to duty.

1 4. SIGNIFICANT EVENT
2

- 3
- 4 • The birth of a child and care of the child following its birth
 - 5 • Placement of a child with the officer for adoption or foster care and care for the child following adoption or placement.
 - 6 • Need to care for a child, spouse, domestic partner or parent with a serious health condition.
 - 7 • Officers inability to work a full time schedule because of the officers own serious health condition
 - 8 • A significant event also covers any "serious heath condition" as defined in the FMLA
 - 9 • This will apply to ALL collective bargaining managers through the rank of Captain.
- 10
11
12

13 **SECTION 49. TERM OF AGREEMENT**

14 "This Agreement is to be effective July 1, 2006, and is to remain effective until and
15 including JUNE 30, 2008. Should neither party to the Agreement request opening of
16 negotiations as provided in the Employee Relations Ordinance 67-1977, as amended, this
17 Agreement and the conditions herein shall continue in effect from year to year. During
18 the term of this Agreement, a petition for recertification may be filed only within the
19 thirty (30) day period between the 120th and 90th day immediately preceding the
20 expiration date of the Agreement. There shall be no retroactive compensation benefit in
21 this Agreement.
22

23 IN WITNESS WHEREOF, the parties have set their hands and seals this __day of _____
24 _____, 2006.
25
26

27 ALBUQUERQUE POLICE OFFICERS'
28 ASSOCIATION

CITY OF ALBUQUERQUE

29
30
31
32 _____
33 Pete Dwyer, President, APOA

Martin J. Chavez, Mayor

34
35
36
37 Form Reviewed by Legal Department

(SEAL)

38
39 _____
40 City Attorney

City Clerk/Recorder