

**THE**  
**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**THE**  
**ALBUQUERQUE MUNICIPAL**  
**SCHOOL DISTRICT NUMBER 12**  
**AND THE**  
**EDUCATIONAL POLICE OFFICERS**  
**ASSOCIATION**

**2015-2016**

## TABLE OF CONTENTS

Article 1	Recognition .....	2
Article 2	Responsible District-Association Relationship .....	2
Article 3	Collective Bargaining Procedure .....	3
Article 4	Nondiscrimination .....	3
Article 5	Access of Association Officials to District Premises .....	4
Article 6	Association Dues .....	5
Article 7	Grievance Procedure.....	6
Article 8	Seniority/Probationary Employees .....	9
Article 9	Evaluation Procedures .....	11
Article 10	Internal Investigations.....	12
Article 11	Termination, Suspension and Disciplinary Action .....	15
Article 12	Reduction in Force and Recall.....	17
Article 13	Work Schedules .....	18
Article 14	On-call Status.....	20
Article 15	Overtime .....	21
Article 16	Leaves of Absence .....	22
Article 17	Holidays .....	27
Article 18	Wages/Allowances.....	28
Article 19	Uniforms and Equipment.....	30
Article 20	Legal Assistance .....	30
Article 21	Insurance Benefits.....	31
Article 22	Retirement Plan.....	31
Article 23	Workers' Compensation .....	31
Article 24	Management Rights .....	31
Article 25	General Provisions .....	32
Article 26	No Strike Provisions .....	33
Article 27	Duration of Agreement .....	33
	Agreement Signatures.....	34
	Appendix A – Salary Schedule.....	35
	Appendix B – Association Membership Application .....	36

## **AGREEMENT**

This Agreement is made and entered into this 18th day of July, 2013, between the Albuquerque Municipal School District Number 12, County of Bernalillo, State of New Mexico (the "District") and the Educational Police Officers Association (the "Association").

The parties hereto mutually agree as follows:

### **Article 1 Recognition**

In accordance with APS Board of Education Policy H.1, as adopted on September 9, 1971, and last revised on February 20, 1996, the Board hereby recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment. The employees covered by this Agreement include police officers, police sergeants, evidence technician supervisors, dispatchers and dispatch supervisors, and campus security aides.

### **Article 2 Responsible District-Association Relationship**

- A. The District and the Association recognize that it is in the best interest of the parties, the employees, and the public that all relationships between them be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the District and the Association and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Association's status as exclusive bargaining representative of all employees in the unit.
- B. Each party shall bring to the attention of the employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

### **Article 3 Collective Bargaining Procedure**

- A. Collective bargaining shall be conducted by authorized Bargaining Representatives of the District and the Association. The parties shall notify each other initially, in writing, of the names of their authorized Bargaining Representatives and thereafter of any changes which may occur. All such written communications from the Association shall be signed by the President of the Association or his/her designated representative.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The party requesting the meeting shall inform the other reasonably in advance of the subjects to be discussed. Negotiations shall be conducted in closed sessions.
- C. It is the intention of the parties, with respect to the collective bargaining of future replacing agreements, to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination date of this present Agreement.

### **Article 4 Nondiscrimination**

- A. The District and the Association agree that each will not interfere with the rights of employees to join, or refrain from joining, the Association and agree that each will not in any manner, because of an employee's membership or non-membership therein, directly or indirectly discriminate against, interfere with, coerce, restrain, demote, transfer or discipline any employee. Nor will the District discriminate against, interfere with, coerce, restrain, demote, transfer or discipline any employee because of such employee's status as a Representative or officer of the Association.
- B. Both the District and the Association agree that they shall not discriminate against an employee because of action taken by either party in processing grievances under the provisions of this Agreement.
- C. In a desire to restate their respective policies, neither the District nor the Association shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, disability or sexual preference.
- D. The use of masculine and feminine gender or titles in this

Agreement shall be construed as including both genders and not as sex limitations.

**Article 5 Access of Association Officials to District Premises**

- A. The Association's President and/or designee shall have reasonable access to District premises for the purpose of conferring with District Representatives provided that prior arrangement and approval is made through the Office of Labor Relations.
- B. Neither the Association's President and/or designee, nor any employee, shall conduct Association business on District premises except when:
  - 1. soliciting Association membership during non-assigned working schedules of the employees involved in the solicitation;
  - 2. collective bargaining or conferring with District Representatives, or observing a condition related to a grievance;
  - 3. distributing Association materials such as, but not limited to, papers, leaflets, handbills, or literature at points which the District may designate.
- C. The District agrees to provide reasonable space for the posting of notices of the Association. Posting of notices shall include the use of the Albuquerque Public Schools e-mail. No notice shall be posted unless advance approval is obtained from the Office of Labor Relations. Postings must be in compliance with the District's Technology Acceptable Use Policy.
- D. Conversation(s) relating to the Association and its activities shall not be prohibited provided however, that such conversation(s) shall not be construed as permitting employees to seriously interfere with their job duties.
- E. The Association's President and / or designee shall be allowed to use an APS vehicle when collective bargaining or conferring with District Representatives, observing a condition related to a grievance, or representing an employee in matters covered by the Negotiated Agreement.
- F. The District will provide a mailbox for EPOA correspondence.

## **Article 6 Association Dues**

- A. The District agrees to deduct from the wages of members of the Association periodic Association dues on the basis of properly executed authorization forms of which a copy of each form is attached to this Agreement (Appendix B and C).
- B. The amount of the deduction to be made from each employee's wages will be certified in writing to the District by the Treasurer of the Association. In the event the Association dues are changed, the District agrees to effect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Association.
- C. Dues deductions shall continue from year to year without further authorization and at current dues amounts unless the authorization to deduct is revoked by the employee as provided herein. Dues authorized will be determined by the Association and will be set at an amount for each payroll deduction.
- D. Dues deduction authorizations shall be delivered to the District Payroll Department. Authorizations received nine (9) days prior to the pay date shall be deducted from the salary for that pay period.
- E. If an employee is absent for any reason and as a result of that absence has no earning due for the pay period, no deduction will be made for that employee for the pay period.
- F. The District agrees to transmit the amount collected to the Treasurer of the Association within seven (7) calendar days after the close of the month.
- G. The Association agrees to render the District harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the funds have been received by the Treasurer of the Association.
- H. Dues deduction may be discontinued or revoked by the employee by filing such notice with the Treasurer of the Association with a copy to the District Payroll Department duly signed by the employee. Such revocation must be received by the District Payroll Department no later than thirty (30) days prior to the pay date on which it is to become effective.

## **Article 7 Grievance Procedure**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise. This procedure shall be the exclusive remedy for all alleged violations of this Agreement.
- B. A grievance shall mean an allegation by an employee(s) or the Association that there has been a violation of any provision(s) of this Agreement.
  - 1. The term "workday" when used in this Article shall mean working school days. During the summer months, "workday" shall be defined as Monday through Friday, or during non-school periods Monday through Friday exclusive of any holidays recognized under this Agreement.
  - 2. The "aggrieved party" shall mean an employee in the bargaining unit or the Association.
- C. The District and the Association agree that these proceedings and all information relating to a grievance will be kept informal and confidential.
- D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be maximum, and every effort shall be made to proceed as quickly as possible.
  - 1. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
  - 2. The aggrieved must file a written grievance within ten (10) workdays of the act or discovery of the act that caused the grievance.
  - 3. Failure to file the grievance in writing within the time limits specified shall result in the dismissal of the issues.
  - 4. Failure to submit the decision in writing within ten (10) workdays will cause the grievance to automatically proceed to the next level.
  - 5. If the immediate supervisor has the authority to resolve a grievance, the grievance shall be filed at Level One. If the immediate supervisor does not have this authority, the grievance shall be filed at Level Two.
- E. If a grievance affects a group of employees at two (2) or more work locations, the Association may submit such grievance, on behalf of the employees affected, directly to the Office of Labor

Relations. The Association shall identify the employees and work locations and submit the names of employees where feasible.

- F. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participant(s). No reprisal shall be taken by the District or any member of the administration against any employee participating in the processing of a grievance.
- G. Nothing contained herein shall be considered as limiting the right of an employee to discuss or process grievance as an individual. If an individual wishes to pursue a grievance on their own without representation by the Association or the Fraternal Order of Police, they will not be afforded any legal representation or any monetary assistance. In such cases the Association shall be notified in writing by the Office of Labor Relations of any decision reached.
- H. All grievances and appeals of such must be filed on appropriate forms as provided by the Office of Labor Relations.
- I. Level One
  - 1. The aggrieved party or the Association shall submit the grievance in writing to the aggrieved party's immediate supervisor. The grievance must be signed by the aggrieved party. Within ten (10) working days following receipt of the grievance, a meeting shall take place between the employee's immediate supervisor, Chief of Police or designee and the employee to discuss the grievance. An Association representative may attend if requested by the aggrieved. Within ten (10) workdays following such meeting, the immediate supervisor, Chief of Police or designee shall give the aggrieved party a written response to the grievance.
  - 2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within ten (10) workdays of receipt of the decision by filing said appeal with the Office of Labor Relations.
  - 3. Failure to appeal the grievance within ten (10) workdays after receipt of the response shall result in dismissal of the grievance.
  - 4. The parties agree to make available all pertinent, non-

privileged information in their possession or control which is relevant to the issues raised by the grievance.

5. All grievances will be heard while the employee is on duty, if necessary the employee's hours may be adjusted for the work day.

J. Level Two

1. The Superintendent or designee shall meet with the aggrieved and/or a representative of the Association within fifteen (15) workdays after receipt of the appeal of the Level One decision in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony and call witnesses. The Superintendent shall determine the procedures for conducting the meeting. Both parties shall submit a list of witnesses to the person conducting the meeting at least forty-eight (48) hours in advance of the meeting.
2. The Superintendent or designee shall, within ten (10) workdays after such meeting provided above, render the decision in writing to all parties concerned.
3. If the Association and the aggrieved party are not satisfied with the disposition of the grievance, the party may appeal the grievance to Level Three. Failure to appeal the grievance within ten (10) workdays after receipt of the response to Level Two shall result in dismissal of the grievance.
4. Parties attending any meeting under this procedure shall be limited to the aggrieved party, hearing officer, representatives, the immediate supervisor, witnesses and any other individuals whose attendance will expedite and enhance the procedure's objectives.

K. Level Three

1. A grievance appealed to this level shall be heard by an Arbitrator who shall be selected as follows:
  - a. The parties may agree upon an Arbitrator.
  - b. Alternatively, the parties shall jointly request from the Federal Mediation and Conciliation Service a list of names from which the Arbitrator shall be selected.
  - c. If the parties fail to mutually agree upon the Arbitrator, each party will strike one name followed by the other

party striking one name until a single name remains and that person shall become the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.

2. The Arbitrator shall schedule the hearing as soon as possible following acceptance of the appointment. The parties agree to make available all pertinent, non-privileged information in their possession or control which is relevant to the issues raised by the grievance.
3. The Arbitrator may establish the rules of procedure and, at the Arbitrator's discretion, may require the parties or witness to testify under oath or, upon demand of either party, shall require the parties or witnesses to testify under oath.
4. The Arbitrator's report shall be prepared and submitted in writing only to the District and aggrieved, within (30) calendar days after the first meeting, and shall set forth the findings of the fact, rationale, conclusions, and the determination on the issues submitted. The determination shall be consistent with law and with the terms of this Agreement.
5. The Arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.
6. The determination of the Arbitrator shall be final and binding on all parties.
7. The determination of the Arbitrator shall be acted upon within thirty (30) calendar days.
8. The cost of services for the Arbitrator shall be shared equally by the District and the aggrieved. Unless the aggrieved party is represented by the Association, the Board may require that the aggrieved party post the party's share of the expenses in advance of the hearing.

#### **Article 8 Seniority/Probationary Employees**

- A. An employee's seniority within the bargaining unit shall be a composite of the following periods of time:
  1. employee's present continuous period of employment in current rank;
  2. layoff periods in job title which did not exceed twelve (12) months in duration:

3. all periods of leaves of absences which have been approved by the District;
- B. An employee shall be considered probationary for the first twelve (12) months of employment in job title if hired before May 1, 2011, and thereafter (5/1/2011) for thirty-six (36) months. During these probationary periods any employee on probation may be terminated with such termination not subject to the grievance procedure. Employees hired after May 1, 2011, may submit a written request to the Superintendent for the reasons for termination within five (5) days from the date the termination notice is served. The Superintendent or administrator shall provide written reason(s) for the decision to terminate within ten (10) working days of the request. The reasons shall not be publicly disclosed by the superintendent, administrator, local school board or governing authority. The reasons shall not provide a basis for contesting the decision under the School Personnel Act [22-10A-1 NMSA 1978]. The employee may be accompanied by an Association Representative.
  - C. Vacancies:  
If the Department chooses to fill a vacancy, notice of the vacancy will be advertised via department email. Any non-probationary employee on the Department interested in being considered for the vacancy shall within the ten (10) work day posting period file an online application with the Human Resource Department.
  - D. Participating in the Competitive Promotional Process:  
To participate in the competitive process for selection to fill a vacancy the employee must meet the qualifications identified in the vacancy notice which were established by the Dept., HR and EPOA. The selection process may include a written examination, a structured oral examination and/or a practical examination. To proceed to the structured oral or practical examination an applicant must obtain a passing score on the written examination. The Department will make up the examination and will identify the reference material for study purposes. The weight of the different elements considered in the whole selection process will continue to be handled in accordance with the current department regulations and

procedures for the period of this agreement.

The Chief of Police will fill such vacant positions from among the three applicants with the highest scores. The successful applicant will be required to satisfactorily complete a six (6) month trial period. Should the employee fail to complete the trial period the next applicant will be offered the position, subject to the satisfactorily completion of a six (6) month trial period. The unsuccessful employee will revert to their former position. Lists resulting from promotional testing shall remain in effect for a period of twelve (12) months for the above listed positions.

#### **Article 9 Evaluation Procedures**

- A. The primary purpose of employee evaluation shall be the improvement of performance.
- B. The evaluation of an employee is the responsibility of the immediate supervisor.
- C. All evaluations shall be conducted openly and with the full knowledge of the employee concerned.
- D. During the first twelve (12) months of service on the Department employees shall be evaluated annually or more frequently when it is felt necessary by the immediate supervisor.
- E. Employees shall be evaluated annually or more frequently when it is felt necessary by the immediate supervisor. The employee will be given a copy of the evaluation report and will be offered the opportunity to discuss the evaluation before it is submitted to the Human Resources Department.
- F. The evaluation will be in writing on a report form provided by the District.
- G. The employee will be offered the opportunity to place comments on the evaluation report or submit a written response. The employee shall sign the evaluation indicating acknowledgment that the evaluation has been read and understood.
- H. An employee who receives any performance needs improvement or unsatisfactory ratings shall be informed in writing by the immediate supervisor of the reason(s) for the rating(s). The immediate supervisor will also provide recommendations for improvement, assistance, a time-table for expected improvement

and the consequences if improvement is not shown at the end of the time period.

- I. At the end of the specified remediation time period, the supervisor will provide and share with the employee a written summary of the current status of the points needing improvement or rated as unsatisfactory. This summary will be placed into the employee's personnel file.

#### **Article 10 Internal Investigations**

- A. The Internal Affairs Investigations Officer/s is a staff investigative body, responsible to the Chief or designee, for the purpose of conducting administrative investigations with four (4) major purposes;
  1. Assist in maintaining Department integrity.
  2. Identify members or employees guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further police service, be removed through proper administrative action.
  3. Protect innocent students and employees of the District.
  4. Enable the District's attorney to render professional, legal advice to the Chief or designee.
- B. The section establishes the guidelines for conduct of Internal Investigative interviews. The existence of an Internal Investigative Officer/s does not lessen a commanding officer's authority or responsibility. In an effort to ensure that interviews are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:
  1. When an employee who is a sworn certified police officer is under investigation by the employer for alleged actions that could result in administrative action, the employee shall be afforded all rights provided by the New Mexico Peace Officer's Employer-Employee Relations Act as amended, other employment laws (Refer to appendix A), and applicable employment laws.
  2. If the officer is under arrest or is likely to be, he/she shall be afforded all rights pursuant to Miranda.
  3. The department shall notify the employee under investigation of the date and time of the interview at least 24

hours in advance of the interview being conducted, unless the investigation requires otherwise.

4. If the investigation is due to a citizen's complaint that citizen will be asked to sign a statement clearly stating the allegation. The officer shall be informed of the nature of the investigation, and the names of the known complainants, unless the Chief or designee determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation.
5. In the event it is determined that the complainant falsified the complaint, the Department shall take whatever action it deems appropriate and the officer may pursue legal remedies against the complainant, and will advise the Chief of Police in writing that he/she is pursuing legal remedies against the complainant.
6. At the beginning of an Internal Investigative Interrogation any officer under investigation will be given the Garrity Warning. Any officer who refuses to answer questions or withholds evidence or information pertaining to an investigation may be subject to discipline by the Chief or designee.
7. The Officer under investigation will be allowed up to two (2) representatives during the interrogation.
8. The complete interview of the officer shall be recorded. There will be no off the record conversations pertaining to the investigation. All recesses will be noted in the record.
9. Disciplinary actions and determinations shall only be made by the Chief of Police or designee.
10. Investigation of an officer will be conducted as soon as possible. The officer being investigated may contact the person conducting the investigation to determine the status of the internal investigation.
11. Upon completion of the investigation, the Chief or designee shall review the facts and shall make a finding. The Chief or designee, in writing, shall notify the officer being investigated as to the disposition of the investigation within ten (10) days of its completion. The Chief or designee shall

classify the results of the investigation in one of the following categories:

12. Sustained – the allegation is supported by sufficient evidence:
  13. Non-sustained – the evidence is insufficient to prove or disprove an allegation or the action taken by the officer was justified, and lawful:
  14. Unfounded – there is no evidence to support the allegation
- C. All files and reports of investigations of Internal Investigations on officers are confidential. They are intended for the exclusive use of the Chief or designated APS Administrator and consistent with governing laws. An individual officer shall have the right to review his/her interview, along with a personal representative if requested in writing. The officer shall be provided the results of the investigation.
- D. If the officer files a grievance, he/she will be provided with the documents being used against him in the hearing.
- E. The Chief and only the Chief may order or request a polygraph examination, unless there are extenuating circumstances, deception detection examinations shall be employed only after:
1. The Chief has carefully reviewed the entire case
  2. All investigative leads have been exhausted.
  3. The EPOA President or his designated representative has been briefed on the facts of the case and the reasons for ordering the polygraph examination. The EPOA President will receive a copy of the entire case with reasonable review time. The EPOA President will be given reasonable time to suggest (on the record) any investigative leads that need to be followed.
  4. The citizen has submitted to and passed such an examination.
  5. A copy of the polygraph examination shall be provided to the accused officer immediately following the examination. A copy of the independent evaluators report shall be provided to the accused officer immediately upon receipt with the department. When the polygraph examination is used, the accused officer and the EPOA President will be advised 24 hours in advance in writing, prior to the administration of the polygraph test.

## **Article 11 Termination, Suspension and Disciplinary Action**

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employees so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided with a disciplinary decision.
- B. Basis for Employee Discipline. A non-probationary employee may be terminated, suspended or disciplined only for just cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex physical or disability. No employee of the Department will be required to obey any order which is contrary to the laws of the United States, State of New Mexico, or rules of the district however, such refusal to obey is the responsibility of the employee and will be required to justify his action.
- C. Progressive Discipline: Progressive discipline shall be utilized, when appropriate. The level of discipline depends on the seriousness of the infraction, and the employee's previous work/discipline record. Because of the serious nature of some infractions, the first disciplinary action may be termination, or any other disciplinary action to include written reprimand, suspension, or demotion.
  - 1. Verbal Reprimand. A verbal reprimand may be used for minor infractions and in the situation where this is the first such offense, a verbal reprimand may be documented by a "memo to file" for a period of no more than one year for the reference. The "memo to file" will be purged after the twelve-month period based upon the employee's written request.
  - 2. Written Reprimand. A written reprimand may be used due to poor or unsatisfactory job performance, misconduct, or infraction which is of a greater degree than that for which a verbal reprimand may be used, or for which a verbal reprimand was already given. The written reprimand shall be placed in the employee's personnel file. The employee will be provided with a copy of the statement. The

employee will be given the opportunity to review and acknowledge that he/she has seen the statement. The employee may file a written response to be placed in the employee's personnel file. At the employee's written request, the written reprimand will be purged after a twelve (12) month period.

3. Suspension. A suspension may be used due to poor or unsatisfactory job performance, misconduct, or infraction that is of a greater degree than that for which a written reprimand may be used, or for which a written reprimand was already given. Any employee suspended shall be suspended with pay until determination of the action is made. If it is determined, following the investigation, that loss of pay to the employee is warranted reduction in pay shall become retroactive beginning with the first day of suspension. If a termination occurs as a result of the investigation, the date of termination shall be the same as the date of suspension. Such suspension will not exceed thirty (30) working days.
  4. Demotion and Termination. Demotion and/or termination may be given for continued unsatisfactory job performance as determined appropriate based on the circumstances of each case.
  5. An employee's work status with the District shall be automatically terminated when the employee fails to report for work for a period of three (3) or more consecutive working days and notification was not given to the immediate supervisor during such absence, except when it is determined by the administration that the circumstances of such absence were justified and precluded giving notification.
  6. Nothing in this article shall preclude parties, management and the employee from negotiating a reduction and/or dismissal of the discipline prior to the pre-determination and/or grievance process.
- D. Pre-determination hearings:
1. Any employee who is being considered for termination, demotion or suspension will be provided with a Loudermill pre-determination hearing before the Chief of Police or his

designee. The employee will be given the opportunity to present his side of the issue, and will be allowed counsel or a representative to be present. An employee being considered for a written reprimand will be provided an opportunity to present his side of the issue to the supervisor giving the discipline.

2. Notice. The employee shall be notified in writing of all charges being considered at least forty-eight hours prior to the date and time of the Loudermill pre-determination hearing.
3. An employee may be placed on paid administrative leave pending the outcome of the Loudermill pre-determination hearings.
4. Hearing Procedure. The hearing is informal in nature. The hearing may be waived by the employee in which case the disciplinary action is effective immediately.
5. The Chief or his designee shall conduct the Loudermill for all members of the bargaining unit.

E. Hearing Appeal:

Any employee who disagrees with the discipline being imposed may appeal in accordance to Article 7 Grievance Procedure.

F. Probationary Employees:

Any employee on probation may be terminated with such termination not subject to the grievance procedure. Employees hired after May 1, 2011, may submit a written request to the Superintendent for the reasons for termination within five (5) days from the date the termination notice is served. The Superintendent or administrator shall provide written reason(s) for the decision to terminate within ten (10) working days of the request. The reasons shall not be publicly disclosed by the superintendent, administrator, local school board or governing authority. The reasons shall not provide a basis for contesting the decision under the School Personnel Act [22-10A-1 NMSA 1978]. The employee may be accompanied by an Association Representative.

**Article 12 Reduction in Force and Recall**

- A. If and when the District deems it necessary to initiate a reduction in the employee work force by laying off employees,

the District agrees to provide the Association an opportunity to propose alternatives.

- B. When a lack of work exists and proposed alternatives to initiate a reduction in the employee work force are exhausted, employees shall be selected as surplus in the inverse order of their seniority from the job title affected.
- C. The District shall maintain a list of laid-off employees. Qualified laid-off employees shall have first priority by seniority from the job title affected before hiring new employees is utilized.
  - 1. The District's obligation to recall a laid-off employee shall cease when the employee does not respond and report within ten (10) workdays after certificate of receipt of written notification which has been sent by U.S. certified mail, return receipt requested, to the employee at the last known address to return to work.
  - 2. A copy of the written notification to the employee will be provided to the Association.
  - 3. Any employee who has not been recalled within twelve (12) months of layoff shall be considered terminated.

### **Article 13 Work Schedules**

- A. A workweek (excluding special schedules) shall be Saturday through Friday within which employees shall be scheduled five (5) consecutive workdays of eight (8) hours each, or four (4) consecutive workdays of ten (10) hours each.
- B. Work schedules and assignments will be made pursuant to the needs of the District. To every extent possible seniority in the job title will be given value. Work schedules and assignments will be made in consultation with the Association President or designee before notification to the employee. An employee may request special consideration for work schedules and assignments through their immediate supervisor. The Chief will have the right to make the final decision.
- C. Employees whose workday falls wholly or in part between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential for Swing Shift (Watch 2) of thirty-five (\$.35) cents per hour for all hours worked.
- D. Employees who work specifically a Graveyard Shift (Watch 1)

shall be paid a shift differential of fifty-five (\$.55) cents per hour for all hours worked.

- E. Employees shall be exempt from abbreviated day late reporting and early dismissal times, unless otherwise notified by the Chief or designee. Special schedules include flex-time, temporary adjustment of the length of individual workdays and floating regular days off (R.D.O.'s) to accommodate short term needs. Special schedules shall be implemented only after consultation between the employee and the Chief or designee. Special schedules shall be determined one (1) week in advance whenever possible.
- F. Department personnel of equal rank and assigned the same basic duties may exchange shifts or portions thereof when the change does not interfere with the operations of the Department. Shift exchanges are at the discretion of and subject to the approval of the supervisor. The parties agree that shift exchanges shall not involve any exchange of money, but are strictly an exchange of time. The Department may develop appropriate administrative guidance.
- G. The department will conduct an annual shift bid for sworn Field Services Department personnel. Bidding will be conducted according to each member's seniority within the department. A department seniority list will be posted at least 30 days prior to the bid, and department personnel will have until 10 days prior to the bid to contest their position on the list.
  - 1. Personnel will bid for shift, supervisor, and days off.
  - 2. The Chief or his designee will have the prerogative of developing the days off and the number of positions per shift in accordance with the needs of the department.
  - 3. The bid will be held every year during the first week in June, and will take effect in June. Sergeants will bid first, followed by the officers.
  - 4. The Chief will retain the right to make changes or adjustments to the assignments for just cause.

- H. Work schedules and assignments for members not participating in the Field Services bid will be made pursuant to the needs of the District. To every extent possible seniority in the job title will be given value. Changes in work schedules and assignments will be made in consultation with the Association President or designee before notification to the employee. An employee may request special consideration for work schedules and assignments through their immediate supervisor. The Chief or designee will retain the right to make the final decision on schedules or assignments based on the needs of the department.

Assignments for all twelve (12) month Officers will be bid by seniority. Sergeants shall bid first and then Officers. CSA'S will submit three (3) choices for positions in the order of one to three if at all possible, with the Chief or designee having the final decision on placement. Dispatchers will have their own bid. This provision will have no effect on the Chief' or designee right to remove a person for cause. The bid process for Officers and Dispatchers shall take place in June.

**Article 14 On-call Status**

A. An employee will not be required to remain at home for the purpose of standby so long as the employee can assure his availability for duty within one (1) hour of notification. Notification shall be made via telephone directly to the employee, a designated third party or an electronic message retrieval device.

B. When an employee is called back to work at a period other than his regularly scheduled working hours to include those employees on call, he is guaranteed pay at either his regular hourly rate for two (2) hours or overtime pay for the actual hours worked, whichever is greater. Call back time will not apply when the assignment immediately precedes or follows regular assigned hours. This does not include communications via phone, electronic device, or the receiving of documents.

C. Time worked shall be computed from the time of notification if the callback assignment's reporting time is within one hour of

the notice. Time worked shall be computed from the actual time the employee arrives at the assignment if the reporting time is more than one hour after the time of notification.

- D. Field Investigators and Detectives shall be eligible for on-call compensation. This compensation will be for eight (8) hours of straight compensation time. The Chief or designee only has the right to add additional personnel to on-call status for just cause.
- E. All supervisors will receive two (2) hours of straight time comp-time per month for administrative duties and assignments.

#### **Article 15 Overtime**

- A. An employee must receive supervisory approval prior to an assignment which will result in overtime.
- B. An employee must complete an Activity Report Form at the completion of an assignment to receive overtime compensation.
- C. At the discretion of the employee, the employee may select overtime compensation in one of the following methods:
  - 1. Overtime in excess of forty (40) hours worked in one (1) workweek will be compensated at one and one-half (1½) times the overtime worked at the employees regular rate of pay;
  - 2. Overtime in excess of forty (40) hours worked in one (1) workweek will be compensated at one and one-half (1-1/2) times the overtime worked as compensatory time. The maximum accrual of compensatory time is two hundred (200) hours. Compensatory time will be taken by mutual agreement between the employee and the Chief.
  - 3. All compensatory time accrued shall be paid to the employee upon resignation or termination.
  - 4. Overtime shall be accrued in fifteen (15) minute segments. But at a minimum of two (2) hours for mandatory or scheduled assignments worked not contiguous with a normal workday.
- D. In lieu of an on-call differential, work not performed due to the observance of a holiday recognized in this Agreement and/or paid leave shall be considered as time worked in the computation of overtime.
- E. Voluntary overtime shall be posted by the Chief's Office and employees must sign up for this overtime. When it is necessary

to assign mandatory overtime due to insufficient volunteers, the overtime shall be assigned on a rotating basis using reverse seniority.

- F. No employee shall be compelled to work a double shift.
- G. When it is necessary to assign mandatory overtime due to insufficient volunteers for holiday assignments, the overtime shall be assigned on a rotating basis using reverse seniority. Holiday assignments are for field service assignments only.
- H. Employees may sign up to work an overtime assignment. Whenever possible, a sign-up list for overtime assignments shall be posted seven (7) days in advance of the assignment.
- I. Employees may sign up to work a holiday assignment in their assigned shift. Whenever possible, a sign-up list for holiday assignments shall be posted seven (7) days in advance of the assignment. If there is no need for mandatory overtime a list will not be posted.

## **Article 16 Leaves of Absence**

### **A. General Provisions**

1. Both paid and unpaid time off may be granted to eligible employees, according to the following leave policies. All leave days are based upon the number of hours in the employee's regular duty day.
2. Application for Extended Leave: Extended leave of more than ten (10) days, with or without pay, must be requested through the Extended Leave Clerk's Office in the Department of Human Resources. Employees must complete the required Leave Forms and receive the necessary approval before the leave requested may be taken. All other leaves of ten (10) consecutive work days or less must be requested through and approved by the employee's supervisor.
3. Use of Leave: When an employee becomes ill or is injured on the job, sick leave begins at the time of inability to continue work. An employee, who is already on annual leave, personal day(s), or leave without pay, including parental leave, may not be eligible to use sick leave benefits.

Inappropriate or excessive use of any leave may be cause for disciplinary action including dismissal.

4. Insurance Premium Payment during Leaves of Absence:  
APS will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of one (1) year while an employee is on an unpaid leave of absence. If the leave is extended beyond one (1) year, the employee will be responsible for paying the total premiums for his/her coverage and that of his/her dependents. Failure to do so will result in loss of coverage. Employees should consult their group insurance booklet to determine their insurance coverage during such a leave of absence.
5. Additional Requirements for Extended Leaves Only
  - a. Unless otherwise stated herein, an extended leave of absence without pay may be granted to employees for a period of up to one (1) year.
  - b. An employee returning from an FMLA-related extended leave of absence shall be assigned, to a substantially equivalent position within the job description.
  - c. The employee must file an intent to return to the District by the date indicated in the Leave of Absence letter. Failure to notify the District as described above will be considered a resignation on the part of the employee effective at the conclusion of the leave period or the school year, whichever comes first.
  - d. Failure to return from a leave at the time agreed may result in termination of employment.
  - e. Time spent on extended leaves of absence, up to one (1) year, shall not be considered a break in continuous service for seniority purposes.
  - f. Vacation and other benefits do not accrue during an extended of leave of absence.
- B. **Bereavement (Funeral) Leave** shall be granted to employees in accordance with APS policy.
- C. **Court Leave** shall be granted to employees in accordance with APS policy.
- D. **Family and Medical Leave** shall be granted to employees in accordance with APS policy.

- E. **Military Leave** shall be granted to employees in accordance with federal law.
- F. **Personal Leave:**
  - 1. One (1) day of personal leave with pay each fiscal year is granted to employees for personal matters which require the employee's absence during work hours.
  - 2. The District and the Association recognize the importance of a meritorious attendance program. To that end all full-time employees working either a full-year contract or a one hundred eighty three (183) day contract hired on or before July 1 and who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded one (1) additional personal leave day.
  - 3. A total of five (5) personal leave days may be accumulated under this article.
- G. **Religious Leave** shall be granted to employees in accordance with APS policy.
- H. **Sick Leave:**
  - 1. Sick leave shall be accrued in accordance with the following formula:
    - a. for those employed on a one hundred eighty three (183) day contract they will accrue ten (10) sick days throughout the contract year. One hundred eighty three (183) day contact employees shall be allowed to accrue up to one thousand five hundred (1520)-hours of sick leave.
    - b. For those employed on a full-year two hundred sixty (260) days will accrue thirteen (13) sick days at the throughout the contract year. Full-year two hundred sixty (260) day contact employees shall be allowed to accrue up to two thousand and eighty (2080) hours of sick leave.
  - 2. In the event an employee leaves employment with the District and has used an amount of sick leave that exceeds the amount credited at the start of the contract year, the employee will be docked.
  - 3. Absences resulting from sickness or accident shall be certified by the employee and endorsed by the immediate supervisor. In addition, a physician's certificate may be

required:

- a. when an employee is absent both the day preceding and the day following their scheduled days off; if this occurs two (2) times in a three (3) month period this will be considered excessive and a doctor's note will be required.
  - b. when the absence is for three (3) or more consecutive days;
  - c. when the employee is absent the day before or the day after a holiday period;
  - d. when in the opinion of the immediate supervisor an employee has used sick leave excessively and/or inappropriately.
4. Inappropriate and or excessive use of sick leave may be cause for disciplinary action including termination.
  5. Medical leaves will be approved based on FMLA law. An employee who is unable to work because of personal illness must apply for a LOA prior to exhausting all sick leave and may be granted leave without pay for up to one (1) year. Request for such leave shall be made to the Extended Leave Clerk's Office in the Department of Human Resources and must state the probable date of return accompanied by a verifying physician's statement.
  6. A leave granted as a result of a work related injury will be granted for up to one year and consistent with FMLA and state law.
  7. Before returning from leave, the employee must submit a physician's release. The District reserves the right to require the employee to be examined and released for return to work by a physician selected by the District.

**I. Vacation/Annual Leave:**

1. All full-year contract employees shall be entitled to accrue up to twenty-two (22) days of leave with pay annually. The amount of annual leave to which an employee shall be eligible and the rate of accrual shall be in accordance with the following schedule:

NUMBER OF DAYS OF PAID ACCRUAL RATE		
SENIORITY	ANNUAL LEAVE	PER PAY PERIOD
	PER YEAR	

---

1	10	0.3846
2	12	0.4615
3	14	0.5385
4	15	0.5769
5	16	0.6154
6	17	0.6538
7	18	0.6923
8	19	0.7308
9	20	0.7692
10	21	0.8077
11	22	0.8462

2. Employees who are entitled to annual leave shall be paid an amount in lieu of any annual leave to which they are entitled upon termination, not to exceed twenty-two (22) days.
3. Employees who are entitled to annual leave may select leave time in accordance with their desires, but consistent with the needs of the District. Annual leave will be scheduled by mutual agreement between the supervisor and the employee. If an annual leave request is denied the employee shall be notified in writing of the reason citing what District needs cannot be met if the leave is granted.
4. Normally, requests for annual leave shall be submitted no less than seven (7) business days prior to the date of the annual leave requested and must be approved by the Chief or designee before annual leave may be taken. Normally, a response to the request for annual leave shall be submitted to the employee no less than three (3) business days prior to the date of the annual leave requested. An employee may request leave 30 calendar days in advance for annual leave. An employee may request special consideration for advanced annual leave approval; however, the Chief will have the right to make the final decision.
5. When an employee's annual leave is interrupted by the death of an immediate family member or his hospitalization which has been verified by a physician, such interrupted annual leave shall be rescheduled at a time agreed on by the Director or designee and the employee, provided the

employee has submitted bereavement or sick leave requests for the normally scheduled time affected.

6. Annual leave shall not accrue in excess of sixty-six (66) days.

**J. Other Extended Leaves of Absence**

1. Advanced Study/Educational Leave shall be granted to employees in accordance with APS policy.
2. Parental Leave shall be granted to employees in accordance with APS policy.
3. Political Leave shall be granted to employees in accordance with APS policy as stated in the APS Employee Handbook.

**Article 17 Holidays**

- A. Employees shall be paid a full day's pay in accordance with their assigned work schedule subject to the provisions of this Article.
- B. Paid holidays for full-year day contract employees shall be as follows: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, two days during the District's Winter Break, to be determined by the District, New Year's Day, President's Day, Vernal Holiday, and Memorial Day.
- C. Should a holiday fall on a full-year employee's schedule day off, the employee shall have two (2) pay periods to determine whether to take payment or compensatory time. If the employee chooses to take compensatory time off, it shall be observed at a later date mutually agreed upon by the Chief or designee and the employee. If the employee chooses to take payment, it shall be at the regular rate. If the employee has not decided by the end of two (2) pay periods to take payment or compensatory time, the employee shall receive payment at the regular rate.
- D. Employees on a full-year contract who work on a holiday observed by this Agreement which is not scheduled as a regular day off shall be paid at a rate of one and one-half (1-1/2) times the employee's regular rate of pay.
- E. Employees on a full-year contract who work on a holiday observed by this Agreement which is also scheduled as a regular day off shall be paid at a rate of two and one-half (2-1/2) times the employee's regular rate of pay.

## **Article 18 Wages and Allowances**

If additional monies become available for wages and allowances the parties agree to reopen negotiations.

- A. Salary Schedule (Appendix A).
- B. When an employee moves from CSA (E-01) to Dispatcher (E-02), the employee shall receive a five percent (5%) increase in their hourly rate. When an employee moves from Dispatcher (E-02) to Officer (E-03), the employee shall receive a five percent (5%) increase in their hourly rate. When an employee moves from CSA (E-01) to Officer (E-03), the employee shall receive a seven percent (7%) increase in their hourly rate, or the beginning wage rate for Officers, whichever is greater. When an employee is promoted from Officer (E-03) to Sergeant (E-04), the employee shall receive a seven (7%) increase in their hourly rate, or the beginning wage for Sergeants, whichever is greater.
- C. When an employee moves from Sergeant (E-04) to Officer (E-03), the employee shall receive a seven (7%) decrease in their hourly rate or the beginning rate for an Officer, which ever is greater. When an employee moves from Officer (E-03) to Dispatcher (E-02), the employee shall receive a five percent (5%) decrease in their hourly rate. When an employee moves from Dispatcher (E-02) to CSA (E-01), the employee shall receive a five percent (5%) decrease in their hourly rate. When an employee moves from Officer (E-03) to CSA (E-01), the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for CSA, whichever is greater.
- D. APS experience in another bargaining unit will not be granted to an employee on the salary schedule.
- E. Each employee will be paid every two (2) weeks, normally on Friday. However, when payday falls on a holiday, employees shall be paid, when possible, on the workday immediately preceding the holiday.
- F. The Chief may assign field training duties to police officers and/or dispatchers. While providing training to new employees, a police officer/dispatcher will be paid \$30.00 per month. Should a substitute be assigned to training duties for a full shift, the substitute shall be paid an additional \$7.00 per day, not to exceed \$30.00 per month.

- G. Credit for out-of-system experience within the specific job title will be given to Campus Service Aides, Dispatchers and Officers. Wages will be increased by two percent (2%) for five (5) years to ten (10) years of verifiable experience in a law enforcement organization. An additional two percent (2%) will be granted for more than ten (10) years of verifiable experience in a law enforcement organization. For Campus Service Aides, verifiable security related experience in a private company or public agency is acceptable. One year of experience is designated as at least two thousand eighty (2080) hours of employment. The employee is responsible for providing documentation of out-of-system experience for consideration to the Chief within sixty (60) days of initial employment.
- H. Longevity: A longevity bonus of \$300 per year shall be paid to employees with five (5) or more years of continuous service with the APS Police Department.
- I. Employees who resign and return to the job title within one (1) year shall be rehired at the hourly wage they were receiving on the date of resignation, or the minimum hourly wage, whichever is greater.
- J. Employees assigned mandatory overtime and do not participate in the Department Take Home Vehicle Program shall be paid mileage at the flat rate of \$13.75 per assignment.
- K. Employees identified by the District as being capable of performing translation/interpretation services in informal conversation and routine written communication for non-English speaking students, parents and community members shall have an added \$.20 cents to their hourly rate.
- L. Employees identified by the District as Certified Firearms Instructors shall have an added \$.20 cents to their hourly rate.
- M. Employees identified as having a Bachelor's degree shall have an added \$.10 cents to their hourly rate.
- N. Employees identified as having a Master's degree shall have an added \$.15 cents to their hourly rate.
- O. Temporary assignment of officers, will be referred to as "Officer in Charge," and will receive a six (6) percent temporary pay increase. The "Officer in Charge" must supervise another officer or a CSA to qualify for the pay increase
- P. For the fiscal year 2015-2016 employees will receive a three-

percent (3%) raise.

### **Article 19 Uniforms and Equipment**

- A. Each newly hired officer shall be given a \$1,200 uniform and equipment allowance for their first year of employment. The annual allowance will be disbursed over twenty six (26) pay periods. After the officer's first year, the allowance will be \$900 disbursed over twenty six (26) pay periods. Each newly hired Campus Service Aide will receive a \$400 annual uniform and equipment allowance. This allowance will be disbursed over twenty six (26) pay periods. After the CSA's first year, the allowance will be \$400 for maintenance, repair, and replacement of uniforms and equipment. This annual allowance will also be spread over twenty six (26) pay periods. Officers and CSA's shall be required to appear for duty with the Department required equipment and uniforms in a clean and serviceable condition, as determined by the Chief of APSPD, or designee. Supplies as defined in section 3-B shall be supplied by the Department.
- B. Definitions:
1. Uniform: Non-durable items of clothing which are specific to the job assignment and would otherwise not be worn outside of the duty assignment or as normal business dress;
  2. Equipment: Durable property considered to be necessary to properly carry out assigned duties. For purposes of this Article equipment as defined is limited to items normally attached to the uniform, or are considered accessories to the uniform, and includes body armor. Ammunition for the Duty Weapon shall be provided by the Department for all qualification courses and duty.
  3. Supplies: Non-durable items such as pens, notebooks, and batteries. Department required uniforms and equipment are specifically detailed in Department Standard Operational Procedure regarding uniform standards.

### **Article 20 Legal Assistance**

Should a school police officer require legal assistance due to allegations arising out of the course and scope of the school police

officer's employment, legal assistance shall be addressed by the District's Risk Management Office.

#### **Article 21 Insurance Benefits**

- A. The District agrees to provide a program(s) of group term life insurance, group health, dental, vision and long-term disability insurance benefits for full-time, full-year contract and one hundred eighty three (183) day contract employees working over thirty (30) hours per week.
- B. For employees who elect to participate in an insurance program as provided under the terms of this Article, the District agrees to contribute that percentage of the premium required by State Law. In the event the District offers more than one (1) insurance plan, the maximum contributions payable by the District shall be based upon the lowest premium rate.
- C. Employees who choose to participate in the District insurance programs will have their contributions deducted through payroll deductions.
- D. Each subscriber to a program shall receive a written copy of the policies outlining all of the basic terms and conditions of the program.
- E. Copies of available insurance programs shall be furnished to the Association.

#### **Article 22 Retirement Plan**

The District agrees to maintain and continue the Retirement Plan for all employees in accordance with the provisions of the State Educational Retirement Act.

#### **Article 23 Workers' Compensation**

The District will continue to provide and maintain workers' compensation insurance under the Workers' Compensation Act at nominal cost to the employee.

#### **Article 24 Management Rights**

- A. The Association hereby acknowledges that the District shall retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Mexico.

- B. Subject to the law, the District or its supervisory personnel shall also have the following rights:
1. to direct the work of its employees; to hire, promote, lay off, and assign employees; to evaluate, demote, transfer, suspend, discharge, terminate and discipline employees for just cause;
  2. to take necessary action in times of emergency when such situation is declared to exist;
  3. to manage and to exercise judgment on all matters not prohibited by this Agreement;
  4. to direct the operations and functions of the District in the most efficient and economical manner including, but not limited to, the right to enter into contracts with agencies or companies for services or materials.

**Article 25 General Provisions**

- A. The parties recognize that the District retains certain powers, discretion and duties which it may not delegate, limit or abrogate by agreement with any party under the constitution and Laws of the State of New Mexico. Accordingly, if any provisions of this Agreement or any application of this Agreement to an employee covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- B. This Agreement is entered into pursuant to the terms of the APS Board of Education's Policy H.1., and should there be any conflict between the terms of this Agreement and the terms of Policy H.1, the Policy shall control.
1. If any provision of this Agreement or application of this Agreement to any employee covered hereby shall be found in conflict with Policy H.1., such provision or application of this Agreement shall have effect only to the extent permitted by Policy H.1.
  2. In the event any provision or application of this Article is found to be in conflict with Policy H.1., said provision or application of this Agreement shall be amended, deleted, altered or rescinded to the extent required and as agreed to

by the parties in order to be in compliance with Policy H.1.

- C. The District agrees to provide copies of the Agreement to all employees within the bargaining unit.

**Article 26 No Strike Provision**

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

**Article 27 Duration of Agreement**

- A. Subject to ratification by the parties this Agreement shall become effective at 12:01 a.m., July 1, 2015, and shall continue in effect until June 30, 2016, subject however, to the other provisions of this Article.
- B. Wage rates and allowances set forth in Article 18, Wages and Allowances, shall be negotiated for remaining annual periods of the Agreement, beginning July 1 and ending June 30, provided that either party has given the other at least thirty (30) days written notice in advance of July 1 of that annual period. Wage rates agreed upon by the parties for each annual period shall be effective following ratification and shall remain in effect for that annual period. When reopened either party may open up two non-economic issues for negotiation.
- C. The Agreement shall remain in effect until either party serves a sixty (60) day written notice to the other, prior to July 1, 2016, specifying its desire to modify or terminate this Agreement.
- D. Should the parties fail to reach and ratify a replacement Agreement by 11:59 p.m. on June 30, 2016, the provisions of this Agreement shall continue to apply until agreement and ratification occur or either of the parties serves seven (7) days advance written notice to the other of its desire to terminate such agreement.
- E. If Albuquerque Public Schools receives additional funding from the New Mexico State Legislature or other funding sources, for wage increases or other economic issues, negotiations shall be immediately reopened for the purpose of negotiating a pay increase and other economic issues.

**AGREEMENT SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused to be executed on their behalf.

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

\_\_\_\_\_  
Raquel M. Reedy, Superintendent                      Date

EDUCATIONAL POLICE OFFICERS ASSOCIATION

\_\_\_\_\_  
Gary Georgia, President                                      Date

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

\_\_\_\_\_  
Dr. Donald Duran, President                                      Date

**APPENDIX A**

**SCHEDULE E  
 APS SCHOOL POLICE DEPARTMENT  
 2015/2016**

	<b>Patrol /Transport Aide Level 1</b>	<b>Dispatcher Level 2</b>	<b>Patrol Officer Level 3</b>	<b>Sergeants / Supervisors Level 4</b>
<b>Start</b>	<b>\$10.8848</b>	<b>\$13.7474</b>	<b>\$15.8698</b>	<b>\$20.6000</b>

**APPENDIX B**

**MEMBERSHIP APPLICATION**

**Authorization for Deduction of Association Dues  
Educational Police Officers Association**

DATE: \_\_\_\_\_

I hereby authorize the Albuquerque Public Schools to deduct from my biweekly pay check (twenty-four (24) paychecks annually) to commence as soon as possible, the sum of:

Officers	\$ 16.00
CSA & Dispatchers	\$ 10.25

To be paid to:

Educational Police Officers Association of New Mexico  
C/o EPOA President, APS Police Department  
6400 Uptown Blvd. NE  
Albuquerque, New Mexico 87110

The Albuquerque Public Schools will continue to make such deductions until revoked in writing by me to the Educational Police Officers Association of New Mexico and the Albuquerque Public Schools Payroll Office not later than 30 days prior to the effective date of revocation.

The Albuquerque Public Schools assumes no responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the Educational Police Officers Association of New Mexico.

Employee Name (print or type):    Employee Number:  
\_\_\_\_\_

Employee Signature:  
\_\_\_\_\_