THE

NEGOTIATED AGREEMENT

BETWEEN

THE

ALBUQUERQUE MUNICIPAL

SCHOOL DISTRICT NUMBER 12

AND THE

EDUCATIONAL POLICE OFFICERS

ASSOCIATION

2025 - 2026

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AGREEMENT

This Agreement is made and entered into this 16th day of July 2025 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 Labor Relations Policy HE, 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, training liaison, background technicians, administrative staff, and alarm/surveillance Technicians.

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 ensure 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 that 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 comply with the District's Technology Acceptable Use Policy.

D. Conversation(s) relating to the Association and its activities shall not be prohibited provided, however, 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 based on 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 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. The authorized dues 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 because of that absence has no earnings 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 that 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 his 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 his 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 workday.

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 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 that is relevant to the issues raised by the grievance.
3. The Arbitrator may establish the rules of procedure and, at the Arbitrator's discretion, may require the parties or 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 facts, 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. An employee's present continuous period of employment in date of rank with their current contract period (either a one-hundred and eighty-nine (189) or a two hundred and fifty-six (256)-day contract) is for bidding purposes only. In the case where there is more than one employee with the same date of rank, seniority will be determined by the most recent date and time stamp maintained by Human Resources
   2. In the event an employee is moved due to injury, hardship, or other extenuating circumstances (agreed upon by the Chief of Police and the Union), the employee's previous seniority will be reinstated according to time of service with the district.
   3. layoff periods in job title which did not exceed twelve (12) months in duration:
   4. all periods of leaves of absence 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. During these probationary periods, any employee on probation may be terminated with such termination not subject to the grievance procedure. Employees 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 an internal vacancy, notice of the vacancy will be advertised via department email. This notice will include the following vacancies within the department: Detective, Social Media Detective or City Center Campus Security Aide positions. Any non-probationary employee on the Department interested in being considered for the vacancy shall within the ten (10) workday posting period file an online application with the Human Resource Department. This section does not apply to any category of a new hire listed on the APS Job Site**.**

D. Participating in the Competitive Promotional Process:

To participate in the competitive process for selection to fill a vacancy, any non-probationary employee must meet the qualifications identified in the vacancy notice that were established by the Dept., HR and EPOA. The selection process may include a written examination, a file review, a structured oral examination and/or a practical examination. The top three (3) applicants proceed to the structured oral interview with the Chief of Police. A committee will be formed and consist of the Department, other departments, and a representative from HR. A non-voting representative of the Union will be present during the examination to monitor only. 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.

If an employee does not complete their probationary period and moves back to their previous position, the employee's pay will revert to their hourly rate under their previous position.

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 full knowledge of the employee concerned.
D. During the first twelve (12) months of service in 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 period.

I. At the end of the specified remediation 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 in 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 his 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 me 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 conducting Internal Investigative interviews. The existence of an Internal Investigative Officer/s does not lessen a commanding officer's authority or responsibility. 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 twenty-four (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 his 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 his designee shall review the facts and shall make a finding. The Chief or his 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 with 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 evaluator's 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 twenty-four (24) hours in advance in writing, prior to the administration of the polygraph test.

Article 11 Termination, Suspension and Disciplinary Action

A. If 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 that 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 because 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 appropriately 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 with 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 with 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.

A. Article 12 Reduction in Force and RecallIf 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 with an opportunity to propose alternatives.

B. When a lack of work exists and proposed alternatives to initiate a reduction in the employee workforce are exhausted. Employees shall be RIFd in reverse seniority based upon their work description.

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 work week (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 (l0) 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-nine ($ 0.39) cents per hour for all hours worked.

D. Employees who work specifically the Graveyard Shift (Watch 1) shall be paid a shift differential of sixty-one ($ 0.61) 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 thirty (30) days prior to the bid, and department personnel will have until ten (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 on the first Wednesday in May and will take effect the first full week 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 his 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 possible, with the Chief or his 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 May.

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 for work (to exclude returning equipment or submitting paperwork) 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 communication 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 (1) 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. All supervisors will receive two (2) hours of straight time comp-time per month for administrative duties and assignments. The Chief or his designee only has the right to add additional personnel to on-call status for just cause.

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 employee's regular rate of pay.
2. Overtime more than 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 one- hundred and eighty (180). 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 workdays 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 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 that 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-nine (189) 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-nine (189) day contract they will accrue ten (10) sick days throughout the contract year. One hundred eighty-nine (189) 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 fifty-six (256) days will accrue thirteen (13) sick days throughout the contract year. Full-year two-hundred fifty-six (256) 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, this will be considered excessive, and a doctor's note will be required.
      a) when the absence is for three (3) or more consecutive days.
      b) when the employee is absent the day before or the day after a holiday period.
      c) 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. Requests 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 because of a work-related injury will be granted for up to one year and consistent with FMLA and state law. 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 one hundred seventy-six (176) hours 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:

SENIORITY	NUMBER OF DAYS OF PAID ANNUAL LEAVE PER YEAR	ACCRUAL RATE PER PAY PERIOD
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 one hundred seventy-six (176) hours.
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 thirty (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 more than five hundred forty (540) hours.

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. Extended Personal Leave: Leave without pay for up to one (1) year may be granted pending approval by the Chief and provided said employee has been actively employed for five (5) continuous years preceding the granting of this leave. Application for said leave shall include a statement indicating the purpose of the leave and shall be submitted, except in unusual circumstances, as determined by the District, thirty (30) days prior to the date the leave is to commence.
4. 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, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Vernal Holiday, and Memorial Day, and Juneteenth.

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 later 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.

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 eight (8) or ten (10) hours straight time, respectfully to their assigned shift, in addition will be paid one and one-half (1 ½) times their regular hourly pay for the hours worked on the observed holiday.

D. 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 as outlined in Article 17 subsection C for compensation for the holiday, in addition will be paid one and one-half (1 ½) times their regular hourly pay for the hours worked on the observed holiday.

Article 18 Wages and Allowances

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

A. **Salary Schedule**

For –2025 - 2026, the parties agree to an across-the-board base wage adjustment or four percent (4%), whichever is greater. The new base rates are as follows:

SCHEDULE	LEVEL	TITLE	FLSA STATUS		MINIMUM START
School Police Department					
E	1	Patrol/Transport Aide-CSA	N	Hourly	$19.60
E	2	Dispatcher	N	Hourly	$23.00
E	3	Police Officer	N	Hourly	$32.00
E	4	Sergeants	N	Hourly	$36.00
E	5	Liaison/Trainer	N	Hourly	$22.960
E	6	Background Technician	N	Hourly	$19.08
E	7	Administrative Staff	N	Hourly	$19.08
E	8	Alarm/Surveillance Technicians	N	Hourly	$20.96

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. When an Officer changes position to a Dispatcher, CSA, Background Technician, Administrative Staff, or Surveillance Technician, the Officer shall receive a seven (7%) percent decrease in their hourly rate or the beginning wage rate for the new position, whichever is greater. When a Sergeant changes position to an Officer, the Sergeant shall receive a seven (7%) percent decrease in their hourly rate or the beginning wage rate for the new position, whichever is greater. When a Sergeant changes position to a Dispatcher, CSA, Background Technician, Administrative Staff, or Surveillance Technician, the Sergeant shall receive a ten (10%) percent decrease in their hourly rate or the beginning wage rate for the new position, whichever is greater.

C. When an employee moves from Dispatcher (E-02) to Background Technician, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Background Technician, whichever is greater. When an employee moves from Dispatcher (E-02) to Surveillance Technician, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Surveillance Technician, whichever is greater. When an employee moves from Dispatcher (E-02) to Administrative Staff, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Administrative Staff, whichever is greater. When an employee moves from Administrative Staff to Background Technician, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Background Technician, whichever is greater. When an

employee moves from Administrative Staff to Surveillance Technician, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Surveillance Technician, whichever is greater. When an employee moves from Administrative Staff to Dispatcher, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Dispatcher, whichever is greater. When an employee moves from Background Technician to Dispatcher, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Dispatcher, whichever is greater. When an employee moves from Background Technician to Surveillance Technician, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Surveillance Technician, whichever is greater. When an employee moves from Background Technician to CSA, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for CSA, whichever is greater. When an employee moves from CSA to Background Technician, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Background Technician, whichever is greater. When an employee moves from CSA to Surveillance Technician, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Surveillance Technician, whichever is greater. When an employee moves from CSA to Administrative Staff, the employee shall receive a seven percent (7%) decrease in their hourly rate or the beginning wage rate for Administrative Staff, whichever is greater.

D. APS experience in another bargaining unit will not be granted to an employee on the salary schedule.

E. Employees will receive twenty-four (24) equal checks annually to be paid twice a month on the 10th and 25th of the month.
   1. If payday falls on a Saturday, employees will receive their paycheck the Friday before.
   2. If payday falls on a Sunday, employees will receive their paycheck the following Monday.
   3. If that Monday is a bank holiday, they will receive their checks on Tuesday.

F. The Chief may assign field training duties (FTO) to police officers and/or dispatchers. Certified FTO's shall be paid twelve dollars and fifty cents ($12.50) per pay period for specialty pay. If a certified FTO has a recruit for two (2) weeks, eighty (80) hours, consecutively or longer, the FTO will receive a six percent (6%) increase in pay for those respective pay periods. If a certified FTO has a recruit less than (eighty)80 hours consecutively, the FTO's compensation shall be covered by the twelve dollars and fifty cents ($12.50) per pay period specialty pay. The Chief may assign field training duties to dispatchers. While providing training to new employees, the dispatcher(s) shall be paid an additional seven dollars ($7.00) per day, not to exceed fifty dollars ($50.00) per month. There will be no more than ten (10) FTO. The FTO compensation does not follow if the police officer or dispatcher is promoted.

G. Longevity: An annual longevity increase shall be paid to employees with five (5) or more years of continuous service with APS. When starting rate minimums increase and/or an employee moves to a new position, longevity accrued on or after July 1, 2024 will be added on top of the new minimum/new rate of pay.

Service	Longevity
5 – 10 years	$ 0.28
11 – 15 years	$ 0.41
16 – 20 years	$ 0.51
21+ years	$ 0.61

H. 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.

I. Employees who are assigned mandatory overtime and do not participate in the Department Take Home Vehicle Program shall be paid mileage at the flat rate of $14.00 per day.

J. 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.

K. Employees identified by the District as Certified Firearms Instructors shall have an added $.20 cents to their hourly rate.

L. Employees identified as having an associate's degree shall have an added $.10 cents to their hourly rate; employees identified as having a bachelor's degree shall have an added $.15 cents to their hourly rate. Should the employee's base rate change, $.10/$.15 (based on the employee's degree) be added on top of the employee's new base rate.

M. Employees identified as having a master's degree shall have an added $.20 cents to their hourly rate. Should the employee's base rate change, $.20 shall be added on top of the employee's new base rate.

N. Temporary assignment of officers will be referred to as "Officer in Charge," and will receive a seven (7%) percent temporary pay increase. The "Officer in Charge" must supervise another officer or a CSA to qualify for the pay increase.

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-four (24) pay periods. After the officer's first year, the allowance will be $990 disbursed over twenty-four (24) pay periods. Each newly hired Campus Service Aide will receive a $440 annual uniform and equipment allowance. This allowance will be disbursed over twenty-four (24) pay periods. After the CSA's first year, the allowance will be $440 for maintenance, repair, and replacement of uniforms and equipment. This annual allowance will also be spread over twenty-four (24) pay periods. Five dollars ($5.00) shall be deducted each month for a District issued cell phone. This fee pertains to District issued cell phones only). Officers and CSAs 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 his 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 and District issued cell phone. 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 detained 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-nine (189) 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 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 that 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 Albuquerque Public Schools Labor Relations Policy, HE, and should there be any conflict between the terms of this Agreement and the terms of Policy HE, 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 HE., such provision, or application of this Agreement shall have effect only to the extent permitted by Policy HE.
2. In the event any provision or application of this Article is found to conflict with Policy HE., 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 to be in compliance with Policy HE.

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, 2025, and shall continue in effect until June 30, 2026, 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 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, 2026, 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, 2026, 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. 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 OF NEW MEXICO

Dr. Gabriella Duran Blakey, Superintendent
Date: 7/22/2025

EDUCATIONAL POLICE OFFICERS ASSOCIATION

Lawrence Martinez, President
Date: 7/16/2025

ALBUQUERQUE PUBLIC SCHOOLS

Dr. Valerie Hoose, Executive Director Labor Relations
Date: 7.16.2025

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

Danielle Gonzales, President
Date: 7/29/2025

APPENDIX A E SCHEDULE SALARIES

–2025 - 2026

Patrol /Transport Aides, Dispatcher, Patrol Officer, Supervisors Dispatch/Evidence and Sergeants

E SCHEDULE 2025 - 2026

SCHEDULE	LEVEL	TITLE	FLSA STATUS		MINIMUM START
School Police Department					
E	1	Patrol/Transport Aide-CSA	N	Hourly	$19.60
E	2	Dispatcher	N	Hourly	$23.00
E	3	Police Officer	N	Hourly	$32.00
E	4	Supervisors/Sergeants	N	Hourly	$36.00
E	5	Liaison/Trainer	N	Hourly	$22.960
E	6	Background Technician	N	Hourly	$19.08
E	7	Administrative Staff	N	Hourly	$19.08
E	8	Alarm/Surveillance Technicians	N	Hourly	$20.96

APPENDIX B – MEMBERSHIP APPLICATION

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 paycheck (twenty-four (24) paychecks annually) to commence as soon as possible, the sum of:

Sworn $ 21.00
Non-Sworn $ 14.00

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: _____

APPENDIX C – MEMBERSHIP WITHDRAWAL MEMO

Educational Police Officers Association

Membership Withdrawal Memo

To: Lawrence J. Martinez President (EPOA)

Member Name:
Employee Number:
Date:

I am writing to inform you that I would like to withdrawal from the Educational Police Officers Association (EPOA). I understand with the new amendment to the Union "By-Laws" that was voted in on September 11, 2024, I will continue to pay Union dues until January 1st or July 1st depending on the time of the withdrawal. The Union understands I will continue to receive Union benefits until such date.

Member Signature Date

_____ _____

Union President Signature Date

_____ _____