

**AGREEMENT**

**between**

**THE CITY OF ALBUQUERQUE**

**and**

**PRISONER TRANSPORT OFFICERS**

**Effective February 6, 2016 through June 30, 2016**

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# AGREEMENT

## **0. RECITALS**

### **0.1 Preamble**

0.1.1 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest and in the interest of the employees herein covered and the City of Albuquerque, as Employer; to maintain harmony, cooperation and understanding between the Employer and the Employees in the bargaining unit; and to afford protection of the rights and privileges of all Employees in the bargaining unit and the Employer.

0.1.2 The Employer, the Union and its members agree to work cooperatively to comply with this Agreement and to administer this Agreement in accordance with its terms and provisions to the end of maintaining sound labor relations. The Union staff representatives and Local labor representatives may meet with the Human Resources Department, upon reasonable notice, to prevent, clarify or resolve problems with contract interpretation.

### **0.2 Authority**

0.2.1 This Agreement is hereby made and entered into by and between the City of Albuquerque (hereinafter referred to as Employer) and the Albuquerque Police Officers Association (APOA) (hereinafter referred to as Union), as representatives of the employees of the Albuquerque Transport Officers employed by the City of Albuquerque Police Department.

### **0.3 Agreement Control**

0.3.1 This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws of the State of New Mexico. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's Merit System Ordinance, department Standard Operating Procedures (SOP), Policies or Personnel Rules and Regulations, this Agreement shall control.

### **0.4 Recognition**

0.4.1 The employer recognizes the APOA as the exclusive bargaining agent for all full-time, regular non-probationary, non-supervisory, non-managerial, employees in the classification of Transport Officers below the rank of Lieutenant/APD Transport Manager.

## 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### **1.1 Fair Share/ Agency Fee**

1.1.1 Payment of an agency fee by non-Union Employees has been authorized by Resolution of the Albuquerque City Council. Resolution requires that any agency fee provision negotiated pursuant to the Resolution comply with all state and federal legal requirements.

1.1.2 Bargaining unit members shall have thirty (30) days to file a challenge to the apportionment of the agency fee.

1.1.3 Any challenge shall be heard by an impartial decision maker.

1.1.4 The amount of the agency fee shall only include costs which arise from the negotiation and administration of the Collective Bargaining Agreement and the adjustment of grievances or prohibited practices charges filed by the A.O.A.

1.1.5 Under no circumstances, shall non-Union bargaining unit members be required to contribute towards the A.O.A. social, political or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities.

1.1.6 The A.O.A. has burden at all times to providing that its cost were properly apportioned to the agency fee.

1.1.7 Any portion of the agency fee which is specifically challenged shall be held in escrow until resolution of the challenge.

1.1.8 To the extent permitted by law, the A.O.A. will indemnify and hold the City harmless including payment of all attorney fees and costs for counsel chosen by agreement of the parties for any claim or challenge to this section or imposition of an agency fee.

1.1.9 Once the appropriate amount of the agency fee for the previous twelve (12) months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent twelve (12) months.

1.1.10 The City shall make such Fair Share payment deductions for Employees in Transport Officers bargaining unit who do not submit an authorization form for Union dues deduction, as otherwise provided in the Collective Bargaining Agreement.

1.1.11 The City shall make Employee payroll deductions for Fair Share payments upon notification to the non-dues-paying bargaining unit Employee of the amount and reason for such payment.

1.1.12 All money deducted from wages for Fair Share payment shall be remitted to APOA after payday covering the pay period of deduction. If an Employee has insufficient earnings for the pay period, no Fair Share payroll deduction will be made for that Employee for that pay period.

## 1.2 Payroll Deduction for Dues

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

1.2.2 The City shall forward the amount withheld to the Association.

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

## 1.3 Union Rights APOA Representative

1.3.1 The APOA President and the Vice President shall provide all the employees in this bargaining unit all Union representation services required under this Collective Bargaining Agreement.

1.3.2 Members shall, on or about January 1<sup>st</sup> of each year, contribute four and one-half (4.5) hours of their accrued vacation pool of time to be known as Association Time. This time will be utilized by APOA Officers to conduct any and all Association business that requires release time from APD assigned regular work duty time.

1.3.3 Hours worked utilizing Association Time are understood by the parties to be within the course and scope of employment for the purposes of Worker's Compensation Act protections and PERA service credits. The City shall manage the Association hours and provide an annual audit on June 1<sup>st</sup> of each year to the APOA Treasurer. Unused Association hours shall roll over and be added to the subsequent yearly allocation.

1.3.4 If an investigation results in the implementation of disciplinary action and the affected employee requests APOA representation, the APOA may designate up to two (2) representatives to participate at all stages of the proceedings. The employee shall be provided copies of the charges and decision. In all cases a formal grievance over discipline has been filed with the CAO by a bargaining unit employee who documents in writing that the employee does not wish to be represented by the APOA, the City will notify the APOA President.

1.3.5 APOA Representatives shall be authorized to be present with an employee at any disciplinary interview, disciplinary interrogation, or disciplinary investigation initiated by the City.

1.3.6 All Association Business Leave under this Section will be properly documented and approved by the Chief of Police or the Chief's designee on an approved department leave form.

1.3.7 The APOA President or the President's designee will be placed on the call out roster for any officer involved shooting and any on-duty injury to an officer, reported to Dispatch that requires medical intervention provided the injured officer authorizes assistance from the APOA. The Department shall place the APOA President or the Presidents designee on the APD Communications call out protocol list. The call to the APOA President or designee is a courtesy call and not an order to report to duty. The APOA President shall on his own determine whether he will or will not report to the scene. It will be considered Association business and will be handled accordingly.

1.3.8 Elections and Appointments. The City will notify the Union of elections or appointments to the City's Labor Relations Board and the Personnel Board.

#### 1.3.9 Bulletin Board

1.3.9.1 The Union will provide a 4' X 4' Union bulletin board of a quality agreed to by the Police Chief and the Union President to be placed in a location mutually agreed to by the parties. This Union bulletin board is for the purpose of displaying official Union correspondence and notices.

1.3.9.2 The bulletin board will not be used to criticize the Union, or Union Officers or management.

### 1.4 Employer Rights

1.4.1 The parties incorporate by reference all rights reserved to the City as set forth in Section 3-2-5 of the City's Labor-Management Relations Ordinance.

## 2. PAY PROVISIONS

### 2.1 Pay Schedule

#### 2.1.1

<u>Pay Plan</u>	<u>Grade</u>	<u>Step</u>	
APD Transport Officer	J13	3	\$19.00
APD Prisoner Trans Sergeant	MJS	1	\$22.00

(The APOA reserves the right to negotiate market adjustment compensation for FY16)

### 2.2 Longevity Pay for Members

2.2.1 Employees will receive longevity pay as follows:

<u>Period of Service</u>	<u>Pay Period</u>
5 to 10 years of continuous service	\$28.07
10 to 15 years of continuous service	\$32.69
15 to 20 years of continuous service	\$37.31
Over 20 years of continuous service	\$41.92

2.2.2 Employees reaching new longevity thresholds during the contract will be paid the rates printed in the contract.

## **2.3 Overtime**

2.3.1 Each Employee will be allowed to sign up for voluntary overtime during the regular shift bid. The voluntary overtime lists shall remain in effect until the next scheduled shift bid.

2.3.2 All hours worked in excess of forty (40) hours per work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

2.3.3 Voluntary overtime will be assigned on a straight seniority order on a rotating basis.

2.3.4 If no Employee on the overtime list is available, involuntary overtime will be required. Involuntary overtime will be assigned in reverse order of seniority from the master seniority list. Only one half of the bargaining unit employees shall be eligible for involuntary overtime.

2.3.5 For the purpose of computing overtime, paid leave will be considered time worked.

2.3.6 Employees called in for an overtime assignment shall receive a minimum of two (2) hours pay at the overtime rate. Overtime shall begin at the time the Officer is contacted. This guarantee shall not apply if the call out is cancelled within fifteen (15) minutes of the notification to the officer.

2.3.7 Officers already on duty will be required to remain on duty until a replacement is obtained. If no replacement is obtained within three (3) hours of the start of the shift, the hold over officer may be required to work the remainder of the shift.

## **2.4 Compensatory Time**

2.4.1 Time worked over 40 hours per week will be compensated at 1-1/2 times the officer's regular rate of pay, or in the form of compensatory time. Compensatory time will be computed at the rate of 1-1/2 times the hours actually worked. The maximum accrual of comp time for any officer is 150 hours.

2.4.2 Accrued hours will be used or compensated within one (1) year on a revolving basis. Upon separation of employment from the Albuquerque Police Department and Aviation, an officer is limited to cash-out of no more than forty (40) hours of unused comp time at straight time pay. Any accrual of comp time over forty (40) hours must be used 6 months prior to separation.

### 3. INSURANCE COVERAGE and BENEFITS

#### **3.1 Premium Costs**

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

**3.2 Insurance Programs** The City shall maintain the existing benefits for life and accidental death and dismemberment at no cost to the employee.

**3.3 Continuation of Health Insurance - This section intentionally left blank**

### 4. RETIREMENT PLAN

#### **4.1 NM Public Employees Retirement Association**

4.1.1 The City shall pay for 10.16% of each Employee's PERA contribution in addition to the City's employer premium contribution.

(The APOA reserves the right to reopen this provision during discussions on the FY 2015 Compensation Package.)

### 5. VACATION LEAVE

#### **5.1 Vacation Leave**

5.1.1 Unscheduled vacation is defined as accrued vacation time which was not scheduled during the bidding period. Such vacation time may be requested on an individual basis for available days on a first-come, first-served basis. The request shall be submitted at least twenty-four (24) hours in advance of the vacation date. These requests will be submitted to the employee's immediate supervisor on a Request for Leave form and the request will identify the date and time received.

5.1.2 A maximum of eighty (80) hours will be paid to the Employee as monetary compensation at the end of the calendar year, on an hour for hour basis.

5.1.3 Vacation leave requests will be returned to the Employees within forty-eight (48) hours except for months of October and April.

5.1.5 If an Employee is on suspension, injury leave, administrative leave, sick leave or other leave during their scheduled vacation, any other Employee may request such vacation time as unscheduled vacation on a first-come, first-serve basis.

5.1.6 Employees shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

5.1.7 An Employee may use accumulated vacation leave to attend physician appointments provided the Employee provides reasonable notice of the appointment to the Employee's supervisor.

## 5.2 Vacation Leave Accrual Rates

5.2.1 An Employee shall accrue vacation as follows:

Years of Continuous Service	Regular Work Week	Accrual Rate per Bi-Weekly Pay Period	Maximum Accrual per Year
0 through 4 years	40 hours	3.85 hours	100 hours
5 through 9 years	40 hours	4.62 hours	120 hours
10 through 14 years	40 hours	5.54 hours	144 hours
15 years and more	40 hours	6.16 hours	160 hours

## 6. SICK/ ILLNESS LEAVE

### 6.1 Sick Leave

6.1.1 Sick leave: Sick leave shall accrue at the rate of 3.70 hours, bi-weekly. The maximum accumulation is 2000 hours.

6.1.2 Abuse of sick leave shall be considered just cause for disciplinary action subject to the conditions set forth in this Agreement.

6.1.3 Emergency Leave: Emergency leave charged to sick leave for up to three (3) days may be requested when the presence of the employee is required by a physician as a result of a serious illness or injury to the Employee's immediate family. The City will allow as many as five (5) days of emergency leave per incident.

## **6.2 Sick Leave Conversion**

6.2.1 Conversion of sick leave may be accomplished in the following manner:

6.2.1.1 Sick leave accumulation over 500 hours may be converted at the rate of (a) three (3) hours of sick leave for one (1) hour vacation or (b) three (3) hours of sick leave for one (1) hour pay.

6.2.1.2 Sick leave accumulation over 850 hours may be converted at the rate of (a) two (2) hours sick leave for one (1) hour vacation or (b) two (2) hours of sick leave for one (1) hour pay.

6.2.1.3 Sick leave accumulation over 1200 hours may be converted at the rate of (a) three (3) hours sick leave for two (2) hours vacation or (b) three (3) hours sick leave for two (2) hours pay.

6.2.1.4 The Employee must notify the Human Resources Department if he/she wishes to convert at the 500, 850 or 1200 hours accumulation.

6.2.2 Sick Leave Conversion at Retirement

6.2.2.1 Early Retirement Conversion: An Employee with a minimum of ten (10) years of service or who turns sixty (60) years of age, may convert all unused sick leave to early retirement leave. In all cases of early retirement, accumulated sick leave shall be converted to early retirement leave at a ratio of one (1) hour of sick leave for one (1) hour of early retirement leave. The Employee may accrue sick leave up to 2000 hours, may convert accruals up to 2000 hours to early retirement.

6.2.2.2 Regular Retirement Conversion: An Employee may convert one hundred percent (100%) of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement.

## **6.3 Sick Leave Death Benefit**

6.3.1 The City shall pay the designated beneficiary of a deceased Employee the total amount of sick leave accumulated as of the date of the employee's death.

## **6.4 Donation of Sick/ Vacation Leave**

6.4.1 An employee may submit a written request for vacation donation to the employee's immediate supervisor or the Donation Committee. The immediate supervisor or the committee shall decide whether or not to approve the request by considering the Family and Medical Leave Act (FMLA) criteria for serious illness as set forth in the City's Personnel Rules and Regulations. The immediate

supervisor or the committee shall have the authority to decide whether or not to approve the request.

6.4.2 If the immediate supervisor rejects the employee's request, the employee may appeal the decision to a Donation Committee comprised of one (1) person appointed by the Union, one (1) person appointed by the Department and a neutral person chosen by the other two (2) appointees. The Union and the Department will exchange lists of pre-approved committee appointees. The neutral shall be chosen from the City's trained panel of mediators. The committee shall meet with the employee or the employee's designee if the employee is unable to attend for good cause and the employee's immediate supervisor or the supervisor's designee if the supervisor is unable to attend for good cause to hear arguments from both individuals pertaining to the request and rejection. The committee shall consider the FMLA criteria as the standard for review of the issue. The committee shall issue a decision on the matter to both parties. The maximum utilization allowed for an employee shall be determined by the committee.

6.4.3 If the committee rejects the employee's request, the employee may appeal the committee's decision to the employee's division manager or the manager's designee. The designee may not be the employee's immediate supervisor or the department's appointee on the committee. The manager or the designee shall issue a decision on the matter that shall be final and binding. There shall be no further administrative review of the matter, and the issue may not be appealed through this Agreement's Grievance Procedure.

6.4.4 The employee collecting the hours shall be compensated four (4) hours City time.

6.4.5 City-wide vacation and sick leave donations will require Chief Administrative Officer (CAO) approval. The employee collecting the hours will be compensated four (4) hours City time.

## **6.5 Bereavement Leave**

6.5.1 As for death in the immediate family, the immediate family for this purpose shall include the Employee's spouse, children, parents, parents-in-law, grandparents, brother and sister, grandchildren and sons and daughters in law. If travel over 500 miles (one way from Albuquerque) is required for a death or illness in the immediate family, one (1) additional leave day may be granted. Employees may elect to use accrued vacation leave instead of sick leave for "emergency leave;" however, they shall still be subject to the conditions of using "emergency leave."

## **6.6 Family and Medical Leave Act (FMLA)**

6.6.1 Family leave will be provided in accordance with the Family Medical Leave Act. The City will notified the Union in writing of any changes to its policy regarding this type of leave. An Employee may choose to use paid vacation leave prior to using paid sick leave when the Employee has been approved for Family and Medical Leave provided this option is not prohibited by law.

6.6.2 Maternity leave will be administered in accordance with the provisions of the Family Medical Leave Act.

## 7. RECOGNIZED HOLIDAYS

### **7.1 Paid Holidays**

7.1.1 Legal holiday: Legal holidays for the employees of this unit are as follows:

New Years Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>
Employee Birthday	Employee Date of Birth

Birthday Holiday shall only be used as time off during the calendar year in which it occurs.

### **7.2 Holiday Pay**

7.2.1 An Employee may, during the month of December, for the following year, specify in writing to the department head which of the holidays the Employee wishes to take on days other than the dates designated above.

7.2.2 Employees shall receive holiday pay at straight time at their hourly rate of pay for eight (8) hours, for all holidays not worked. In the event that an Employee is required to work on a holiday and does not exercise an option to take a floating holiday, the employee shall be paid holiday pay at the rate mentioned above plus time and one half for all hours worked.

7.2.3 A floating holiday may be used at any time after the actual holiday or within the pay period prior to the holiday provided the day is used during the calendar year in which it occurs and the employee's supervisor agrees with the employees request.

## 8. MILITARY LEAVE

### **8.1 Members of Organized Reserve Units**

8.1.1 Military Leave of Absence: Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:

8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual training purposes, may also be used for pre-deployment training or active duty service.

8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service.

8.1.2 The maximum paid military leave is 240 hours per calendar year for employees, who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

8.1.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) be placed into unpaid military leave of absence status; or (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

### **8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status:**

8.2.1 Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters will continue to accrue vacation and sick leave at the same accrual rate as if the employee was not on active military duty during all periods of active military duty, regardless of whether the military leave of absence is paid or unpaid.

8.2.2 This accrual shall continue while the employee is in active military duty status and until the employee returns to City employment, or until the employee notifies the City of their resignation from City employment or their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

8.2.3 Any vacation or sick leave accrual allowed to an employee in active military duty status between September 12, 2001 and October 1, 2004 may not be converted to cash upon the completion of that person's City employment.

### **8.3 Health Insurance Benefits While in Military Active Duty Status**

8.3.1 For employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters, the City shall continue to pay the employer portion of health insurance premiums for that employee to the same extent as if that employee were not on active military duty status.

8.3.2 The employee in active military duty status must continue to make timely payment of the employee portion of health insurance premiums to the same extent as if that employee were not on active military duty status. Failure to do so will result in termination of health insurance coverage. It is the obligation of the employee on active military duty status to notify the Insurance and Benefits Division of the Human Resources Department on how the payments will be made.

8.3.3 Provided the employee is and remains current on all required employee contributions to health insurance premiums, the City shall continue to pay the employer portion of health insurance premiums while the employee is in active military duty status and until the employee returns to City employment, or until the employee notifies the City of their resignation from City employment or their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

### **8.4 Members of Unorganized Reserve Units**

8.4.1 Employees who are members of unorganized reserve components, as sanctioned by the State of New Mexico, or the Federal government, are granted:

8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave is for the purpose of attending organized courses of instruction or training; and or

8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This leave may be used only for active duty service.

8.4.2 The maximum paid military leave is 240 hours per calendar year for employees who are members of unorganized reserve units, regardless of the purpose for which that paid military leave is used.

8.4.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) be placed into unpaid military leave of absence status; or (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

## **8.5 General Provisions**

8.5.1 In no case shall the hours of paid military leave in a calendar year exceed the maximum number of hours provided above, even though the maximum number of hours is calculated by reference to "work days".

8.5.2 All military leave pay is paid at the employee's straight-time rate of pay.

8.5.3 Employees working on a part-time basis will be granted paid military leave on a prorated basis.

## **8.6 Transition Provision**

8.6.1 Any employee who has received paid military leave prior to October 1, 2007 in excess of the maximum amount allowable in any calendar year under the terms of this Agreement shall not be required to reimburse the City for the excess.

## **9. OTHER LEAVE WITH PAY**

### **9.1 Requests for Paid Leave**

9.1.1 As a benefit of employment with the City of Albuquerque, leave with pay is available for the following reasons: vacation, sickness, injury, emergencies, City business, jury duty, voting, annual military services and education and leave with pay taken in conjunction with the F.M.L.A. policy.

9.1.2 Leave with pay may be granted to elected Union Officials to attend meetings where the good of the City's services is involved, as determined by the Director of Human Resources.

9.1.3 All requests for leave will be submitted for approval on the City Form and shall have any necessary documentation attached. Employees desiring to be absent from duty before the necessary forms have been submitted and approved

must request approval from the supervisors on duty within a reasonable time prior to the start of their shift.

9.1.4 Leave with pay may be authorized for an Employee to attend an official meeting where the good of the City services is involved or to conduct the City's business at a location other than the Employee's normal work site. Leave with pay will also be granted to Employees where their participation is necessary for official City investigations and for court appearances where the Employee's attendance is required on behalf of the City.

## **9.2 Physical Examinations**

9.2.1 Each employee may utilize one-half (1/2) day paid leave for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid leave. Medical documentation by the employee will be required.

## **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

### **10.1 Leave Without Pay**

10.1.1 All requests for leave without pay require approval of the Department Head or the Department Head's designee. Any request for leave without pay for two (2) weeks or more requires approval of the Chief Administrative Officer.

10.1.2 An Employee may be granted leave without pay for a period not to exceed one (1) year as a result of sickness or disability when certified by a medical doctor or to run for non-City office.

10.1.3 Leave without pay may be granted for the purpose of attending schools or courses when it is clearly demonstrated that the subject matter is directly job related or for the purpose of preparing for a career with the City service. Training provided by technical, vocational trade schools and colleges approved by Veterans Administration will be accepted by the City under this subsection.

10.1.4 Sufficient leave of absence without pay may be granted a permanent Employee to enable him to hold a non-City public office to which he has been elected or appointed.

10.1.5 Union officials will be granted one (1) year leave without pay upon request of the Union for the purpose of performing full-time duties for the Union. Such leave will be renewed yearly upon request of the Union.

10.1.6 Union officers may be granted time off from their normal duties without pay to attend conventions, conferences, seminars and Union meetings. If such

leave is approved, the Employee may utilize accumulated vacation time and/or compensatory time.

10.1.7 Employees may not leave the worksite during the employees normal work hours without the approval of their non-bargaining unit supervisor.

## 11. WORK WEEK

### **11.1 Fair Labor Standards Act (FLSA) Non-Exempt Employees**

11.1.1 An Employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, or ten (10) consecutive hours per day, four (4) consecutive days per week.

## 12. WORK HOURS

### **12.1 Work Hours, Scheduling**

12.1.1 Employees working eight (8) or ten (10) hour shifts shall be granted a meal period with pay of thirty (30) minutes. Should a disruption occur, which requires the immediate attention of the Employee, the Employee will respond to the disruption and shall later be allowed to resume his/her meal period.

12.1.2 A meal period with pay of up to thirty (30) minutes shall be granted to Employees required to work more than four (4) hours beyond the regular shift. Should a disruption occur which requires the immediate attention of the Employee during the Employee's meal period, the Employee will respond to the disruption and shall later be allowed to resume the meal period.

12.1.3 An employee and the employee's supervisor shall schedule fifteen (15) minute rest breaks during each half shift within the second and third hour of each shift. Rest periods may not be accumulated or normally postponed. Should a disruption occur which requires the immediate attention of the Employee during his/her rest period, the Employee will respond to the disruption and shall later be allowed to resume the rest period.

12.1.4 An employee's regular work shift shall be continuous.

12.1.5 No Employee shall be required to work two (2) complete consecutive shifts without an eight (8) hour period off work following the two (2) consecutive shifts worked except in declared emergencies.

12.1.6 Declared Emergency: A declared emergency is defined as a turn of events which endangers the health and safety of the public and/or Employee. Such an emergency must be declared by the Chief or the Chief's designee

before each emergency in writing, for each emergency and shall be posted in a conspicuous place.

## **12.2 Stand-By Time**

12.2.1 Employees who are required to carry a pager but are not otherwise restricted in their movements are “on call.” Employees who are notified to remain available by telephone for immediate response are “subject to call.” Employees who are required to remain at work site after their regular shift or who are called from off-duty status to report to work are “called to duty.”

12.2.2 Employees who are “subject to call” shall be credited with one (1) hour compensatory time or for one-half the time the Employee is subject to call, whichever is greater. An Employee who is notified that the Employee is subject to call, and had not been told to report or relieved of subject to call status within four (4) hours, will call to verify the Employee’s continued status. Employees who fail to verify their status after four (4) hours will be limited to two (2) hours compensatory time.

12.2.3 Employees who are “called to duty” shall be compensated for time worked. Employees who are “called to duty” from off-duty status shall be compensated for one (1) hour travel time.

## **12.3 Permanent Change in Work Hours**

12.3.1 A permanent change in work hours shall require at least fourteen (14) calendar days notice to the affected Employee. A permanent change in work hours is defined as a change of thirty (30) calendar days or more on a work assignment.

12.3.2 In calculating days notice under this section, the day on which notice is given shall not be counted.

## **12.4 Other Work Hour Provisions**

12.4.1 It is recognized that it is the Employee’s responsibility to maintain the Employee’s equipment in a clean and sanitary condition.

## **13. WORK ASSIGNMENTS**

### **13.1 Working Outside Classification – This section intentionally left blank**

### **13.2 Light Duty/ Modified Work Assignments**

13.2.1 The Employer shall make reasonable efforts to provide Employees covered by this Agreement with opportunities for returning to work on Light-Duty

assignments due to temporary medical restrictions while recovering from work related injury or illness.

13.2.1.1 An Employee requesting an early return to work in Light-Duty assignment may request such an assignment with accompanying medical recommendations.

13.2.1.2 An Employee who returns to work on Light Duty assignment shall be paid no less than their last salary.

13.2.2 The Chief or the Chief's designee shall identify light duty posts.

13.2.3 Should the City officially adopt a program for off-the-job injuries over and above the current sick leave policy, the Union will be afforded the opportunity to negotiate on this issue.

## 14. SENIORITY

### **14.1 Seniority Determination**

14.1.1 Seniority for the purpose of this Agreement is defined as follows unless otherwise specifically provided for in other Articles of this Agreement.

14.1.1.1 The length of continuous service with the City of Albuquerque as a full-time permanent Employee obtained in the Employee's present job classification. Continuous service shall not be interrupted if the Employee was on approved leave of absence.

14.1.2 Employees who voluntarily transfer out of the bargaining unit to accept other positions within City government may return to their former position within thirty (30) days, if their former position remains open without any loss of seniority.

14.1.3 The Employer shall prepare and maintain a seniority list as defined in this section for Employees—in the classification of Transport Officer. This list shall include the Employee's name, the Employee's classification and seniority date. This will be posted in a secure area and updated during the month of January each year.

## 15. BIDDING and VACANCIES

### 15.1 Shift Bidding

15.1.1 Transport Officers will be allowed to bid semi-annually for shift assignments, vacations, and days off. The bidding will be done in seniority order within the employee's classification. While efforts will be made to accommodate an employee's choice, the Chief has the right to temporarily or permanently

reassign an employee for the efficiency of City service. Bidding will be conducted in the month of April to take effect in May and in October to take effect in November.

15.1.2 The APOA President or designee shall assist with the development and administration of the bidding process.

15.1.3 It is recognized that specific minimum staffing patterns are required. Should the above bidding process fail to provide the staffing pattern required, reassignments which will meet those requirements will be made in reverse seniority order. Once the minimum staffing pattern requirements have been met, the employee or employees who were reassigned will have the right to return to their original bid in seniority order. The Union will be given five (5) days advance notice prior to reassignment.

15.1.4 The bidding process will be accomplished over a period of twenty-four (24) hours. This period may be extended by mutual agreement.

15.1.5 A shift supervisor may permit Employees to mutually agree to exchange bidded slots for hardship reasons. Final approval from Human Resources shall be required.

## 15.2 Shift Exchanges

15.2.1 Nothing in this section shall prevent a PTO commander from permitting employees to mutually exchange bidded slots for hardship reasons.

15.2.2 Sworn 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 watch commander.

15.2.3 The parties agree that shift exchanges shall not involve any exchanges of money, but are strictly an exchange of time.

15.2.4 The Department may develop appropriate administrative guidance.

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

## 16. UNIFORMS, WORK DRESS

16.1 The first badge will be provided by the City at the City's expense. Any misuse of the badge may lead to disciplinary action being taken against the

individual who misused his/her badge. Any lost badges will be replaced by the City and the Employee will incur the replacement cost. Badges will remain the property of the City and will be retained by the City in the event of separation of service. Upon retirement, the City will present the Employee with his/her badge.

16.2 Should the Department elect to change the uniform, the APOA President and Vice-President will be given the opportunity to provide written input.

## 17. OCCUPATIONAL HEALTH and SAFETY

### **17.1 Safe and Healthy Working Conditions**

17.1.1 Safety is an integral part of the responsibilities of every manager, supervisor and Employee. Safety management exists to assist managers, supervisors and Employees in better performance of their duties.

17.1.1.1 Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of Employees in order to provide safe, sanitary and healthful working conditions.

17.1.2 For all Employees covered by this Agreement, the Employer shall:

17.1.2.1 Provide safe and healthy working conditions and practices.

17.1.2.2 Provide safe, healthy and clean work sites and grounds.

17.1.2.3 Provide a safe and secure area for Employee meal and break periods.

17.1.2.4 Maintain in safe working condition all City-owned motor vehicles, tools and equipment.

17.1.3 When the security and safety of staff or public is questionable, the two person concept shall be used per Policy and Procedures/SOP.

17.1.3.1 The City and management must use its best efforts to provide a safe work environment. APOA and the department heads will work in conjunction to create a safe work environment.

17.1.3.2 Officers working special events of two (2) people or more shall be assigned a minimum of one-half (1/2) hour prior to the event and a minimum of one-half (1/2) hour post event.

17.1.4 Union-Management Safety/Security Committees.

17.1.4.1 It is the responsibility of all bargaining unit members, officials of the association, and managers to contribute to a healthful and safe working environment. In the furtherance of this policy, a joint Union Management Safety/Security Committee will be established to review safety issues and make recommendations for improvement to the director.

17.1.4.2 Security is included in this Section only as it relates to safety. Members of the Safety/Security Committee will meet at least once per month during working hours without loss of pay. If issues arise requiring immediate attention, the parties may agree to meet on a more frequent basis. If minutes of the committee meetings are kept, such minutes shall be made available to all committee members.

17.1.4.3 Each Committee will be composed of two employees selected by the Association President and two employees selected by management.

17.1.4.4 The Safety Committee will not initiate or recommend disciplinary action.

17.1.4.5 Each Committee will adopt guidelines governing the focus of its review.

17.1.4.6 Concerns regarding the effectiveness of Safety Committees may be addressed at the department level or through the Human Resources Department.

17.1.4.7 At the request of the Safety/Security Committee, the Chief or his/her designee will meet to confer with the Association to discuss and attempt to resolve issues related to safety, including equipment and training needs.

17.1.4.8 In the event that equipment issued by the Department is considered unsafe or defective by an employee, the employee must identify the problem to the best of his/her ability and submit the issue in writing to his/her supervisor. Management will respond within ten (10) working days.

## **17.2 Ambulance Service**

17.2.1 Ambulance service, as determined by the paramedic called to the scene, shall be requested to take on-duty injured employees to a local hospital at the expense of the City.

### **17.3 Injury Time**

17.3.1 Time off for injuries in the performance of duty shall be granted in accordance with the provisions of the Merit System Ordinance, applicable Administrative Instructions and applicable Personnel Rules and Regulations.

17.3.2 Injured or disabled Employees will be accommodated in accordance with the law that is applicable at the time an employee utilizes Workers' Compensation.

17.3.3 When an Employee is injured in the line of duty and if the Employee's doctor states that the Employee may/may not work light duty and the City Department of Employee Health disagrees, the City and the Employee's doctor will agree on an independent medical examiner at the City's expense. The opinion of the physician performing the independent medical evaluation will control, and the City will make every attempt to place the employee in a light duty position consistent with the findings of the independent medical evaluation.

17.3.4 After exhausting injury leave benefits, employees may be eligible to receive donated vacation and sick leave in accordance with the Personnel Rules and Regulations.

17.3.5 The Union agrees to have two (2) Officers serve on the Mayor's task force on changes to injury time, should a task force be created.

### **17.4 Inoculation and Immunization**

17.4.1 Employees, who while on duty, are exposed to a contagious disease will receive any necessary inoculation and immunizations for himself/herself and his/her family at the City's expense.

17.4.2 The City will take appropriate measures, as determined by the City Occupational Health and Safety Division to protect Employees from contagious diseases.

## **18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION**

### **18.1 In-Service Training and Education**

18.1.1 Management will provide employee training as necessary to maintain job skills and certifications subject to the availability of funds. Original certificates of completion of a course will be given to employees with a copy being placed in their personnel file.

18.1.2 Specialized training for bargaining unit Employees will be posted for seven (7) calendar days and read in briefing. Copies will be provided to the Union President/designee. Selection will be determined by job performance,

experience, qualifications and fitness. Where all are equal, seniority shall be the deciding factor.

18.1.3 The City will determine when and what training is necessary and such is training will be provided subject to the availability of funds.

## **18.2 Educational Leave**

18.2.1 Educational Leave shall be granted in accordance with the City's Personnel Rules and Regulations.

## **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

### **19.1 Position Specifications**

19.1.1 The official job description for Transport Officers will be maintained by the Human Resources Department. The Union and the Employee or the Employee alone may review the job description for the position the Employee holds.

19.1.2 The Union will be given the opportunity to provide written input to the Human Resources Department, regarding existing job descriptions, changes to job descriptions and new job descriptions.

## **20. PROMOTIONAL PROCEDURES and POLICIES**

### **20.1 Vacancies**

20.1.1 The City and the Department shall establish a competitive process for promotions within the bargaining unit. The APOA shall be provided the opportunity for input into the establishment of this process. The process shall include, but will not necessarily be limited to the following minimum qualifications: a written test, an oral board interview, a mental writing test, higher education credentials and a minimum of three (3) years of service with the Albuquerque Police Department's Prisoner Transport Division.

20.1.2 When there is a vacancy as determined by the Department which could allow an Employee a promotional opportunity, a notice of such vacancy will be posted on the appropriate sites for a period of seven (7) days. The Union President shall receive notice of the vacancies.

20.1.3 The City and the Union will notify and encourage bargaining unit Employees to participate in Career Counseling Programs through the City's Office of Career Development. The Union President will be given written notice of career counseling programs as they become available.

### **20.2 Temporary Upgrades**

20.2.1 Temporary upgrades are voluntary assignments. Employees who are temporarily upgraded must be qualified, perform the duties and assume the responsibilities of the position.

20.2.2 Bargaining unit Employees who are temporarily upgraded to supervisory positions are responsible for the documentation of Employee actions which could lead to disciplinary action but will not be required to initiate disciplinary action. Employee action which requires immediate disciplinary action will be initiated by the next level of management personnel on duty.

20.2.3 The City agrees to discourage frequent assignment of Employees below their regular classification and agrees not to lower an Employee's pay on temporary assignment to lower classifications.

20.2.4 Temporary upgrades will be documented by the City.

## 21. PERFORMANCE EVALUATIONS and APPRAISALS

21.1 The parties recognize that department directors may choose to implement a systematic performance evaluation system at the level of the department, division, work unit or by Employee classification. For an Employee to be evaluated, performance evaluations will be conducted by the supervisor(s) for all subordinates assigned to the Employee's charge at least annually. No evaluation will be made of any Employee by the employee's immediate supervisor(s) until that Employee has served under the supervisor(s) for at least three (3) months. When this is not possible, evaluations shall be conducted in conjunction with previous supervisor(s) when possible.

21.2 At the Employee's request, negative performance evaluations may be reviewed one level above the employee's immediate supervisor who may place comments on the evaluation in question. Upon request, the employee shall receive a copy of the evaluation upon signing the document.

21.3 Any deficiencies noted in the performance evaluation shall call for a meeting between the supervisor and the Employee in which the deficiencies and possible corrective action are discussed. The Employee may write down their disagreement with noted deficiencies and have it included with the performance evaluation. Performance evaluations shall not be grievable.

## 22. PERSONNEL FILES and RECORDS

### **22.1 Employee Records**

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

22.1.2 By arranging an appointment in advance, Employees shall be allowed to review the contents of their departmental personnel file during normal working hours (8:00 am to 5:00 pm). Reasonable requests for copies or documents in the file shall be honored and reasonable charges made for such copies.

22.1.3 Only the personnel file kept in the Human Resources Department will be used for interdepartmental interviews.

22.1.4 Employees shall have the right to submit written responses to all derogatory documents placed in their Human Resources or departmental file within each department. Such written responses will be placed in the appropriate file. Derogatory material may be purged from the Employee's departmental file at the Chief's discretion.

22.1.5 Human Resources departmental files are a permanent record of an Employee's performance with the City of Albuquerque. Such files will not be purged. However, Employees who have been cleared of any charges shall not have reference of any of these charges included in their permanent personnel file.

22.1.6 It is hereby recognized that, upon written notification by the Employee, the Union will be allowed to view his/her file.

22.1.7 The Union President or designee may request to meet with the Chief or the Chief's designee to mediate disputes concerning purging of derogatory material from departmental personnel files.

## 23. CONDITIONS of EMPLOYMENT

### **23.1 Drug Testing**

23.1.1 The City and the Union agree that establishing a drug free workplace is a priority that requires the cooperation of the parties. To that end, the parties will meet with Human Resources to discuss problems and possible changes to the current testing procedures. The City will provide necessary training to employees regarding drug testing policies and procedures. The Union will be given the opportunity to provide input to improve the effectiveness of Employee training efforts.

23.1.2 The City will comply with all applicable Federal, State and City legal requirements.

23.1.3 Substance abuse will be administered in accordance with the City of Albuquerque Substance Abuse Policy.

## 24. INVESTIGATIONS and DISCIPLINE

### 24.1 Administrative Investigations

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

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

24.1.2 The interrogation shall take place at a location designated by the investigating officer, usually a police department facility.

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

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

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

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

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

24.1.5 The interrogation shall be completed as soon as possible and the actual interrogation shall be limited as follows:

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

24.1.5.2 In all instances, in addition to the one-hour break provided for in section 20.1.5.1 above, time shall be provided for personal necessities, telephone calls, and rest period as are reasonably necessary.

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

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

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

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

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

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

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

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

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

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

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

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

24.1.10.2 The named administrative investigators shall be bound by all the provisions of this section of the Collective Bargaining Agreement and

by all confidentiality provisions in the Police Oversight Ordinance currently in effect.

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

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

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

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

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

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

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

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

24.1.12 When available, before an administrative investigator interrogates an officer as a direct result of an official complaint by a citizen whose identity is known, that citizen shall be required to sign a statement clearly provided to the officer at the same time of the interrogation.

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

24.1.14 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:

24.1.14.1 The Chief has carefully reviewed the entire case;

24.1.14.2 All investigative leads have been exhausted;

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

24.1.14.4 The citizen complainant has submitted to and passed such an examination.

24.1.14.5 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 APOA will be advised 24 hours in advance, in writing, prior to the administration of the polygraph test.

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

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

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

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

## 25. GRIEVANCE and APPEAL PROCEDURES

### 25.1 Grievance Procedures

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

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

25.1.3 Since it is important that grievances be resolved as rapidly as possible, time limits given shall be considered as maximum and every effort shall be made to expedite the process. In the event that the last day of a time limit falls on a weekend or a legal holiday as defined herein, the time limit shall include the next working day.

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

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

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

25.1.6 Disciplinary action in the form of a suspension may be implemented immediately or postponed pending the outcome of a grievance or appeal. The decision by the Chief of Police, the Chief's designee, or in the case of Aviation the appropriate department director or his designee as it relates to the immediate

implementation or postponement of the suspension will be made on a case by case basis, and shall not be considered to set precedent.

25.1.7 An attempt will be made to notify an officer in a disciplinary action in everyday languages and not track the language of a criminal statute or criminal ordinance. No specific language is required to meet any jurisdictional test. The language need only be specific enough to notify the officer of the alleged misconduct. This section will not limit the City from pursuing any criminal charges against the officer.

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

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

25.1.9.1 Unless there is a request for mediation, the parties will not be required to submit written reprimands through the City Mediation Program.

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

25.1.9.3 A written reprimand will be appealed to the appropriate deputy chief of the issuing individual who determined and issued the reprimand. This will be the employee's opportunity to respond to the discipline. This appeal may be in writing or in person and must occur within 10 days after the employee receives and has the opportunity to sign for the reprimand. The decision of the deputy chief will be final.

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

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

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

## 25.2 Appeals

25.2.1 Grievances involving discipline resulting in a suspension of 40 hours or less and transfers as a result of a disciplinary action will be appealed through the City's Merit System Ordinance.

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

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

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

## 26. EMPLOYEE REIMBURSEMENTS

### **26.1 Other Employee Reimbursements**

26.1.1 Health aids damaged in the line of duty will be repaired or replaced by the City. Replacement of health aids shall be of equal construction for those items damaged or broken.

26.1.2 Employees' watches damaged in the line of duty will be reimbursed for such damage up to a maximum of forty dollars (\$40.00). A receipt and incident report is required.

## 27. EMPLOYEE LIABILITY COVERAGE

### **27.1 Legal Protection/ Civil Actions**

27.1.1 Should an Officer be sued in a civil action for any allegations arising out of the course and scope of the Officer's employment, the Officer will be provided a defense and indemnity from liability pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. Seq. NMSA 1978, as amended, and in accordance with any applicable joint powers agreement.

### **27.2 Legal Protection/ Criminal Actions**

27.2.1 It is understood by the parties that it is against public policy to defend an Officer in a criminal suit once the Officer is indicted for a criminal act.

27.2.2 The Union and the Human Resources Department will meet and confer to evaluate possible methods to provide a defense to Employees who are charged

by citizens with misdemeanor criminal complaints filed for actions taken in the course and scope of their employment.

### **27.3 Employee Liability Coverage/ General Provisions**

27.3.1 For purpose of this section and Agreement, the phrase “course and scope of employment” means the lawful acts which an Officer is requested, required or authorized to perform by the City.

27.3.2 Nothing herein shall bar the use in court of case law and common law in the resolution of any dispute arising out of an interpretation of the New Mexico Tort Claims Act 41-4-1 et. Seq. NMSA 1978.

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

## **28. EMPLOYEE ASSISTANCE PROGRAMS**

### **28.1 Critical Incident Stress Debriefing**

28.1.1 In the event that critical stress incidents including, but not limited to, work peer suicide or work related death of a co-worker occurs, Employees will be referred to the Employee Assistance Program for counseling. These counseling sessions will be kept confidential. The Employer shall provide employees appropriate and adequate critical incident stress debriefing (hereinafter referred to as “CISD”) through the E.A.P.

28.1.2 The City will notify the Union President or the President’s designee of any serious incident such as a riot, an assault and battery on an employee or a hostage situation that affects an Employee. This commitment shall not be interpreted or implemented in a manner that limits the ability of the City to effectively address and resolve the incident. Failure by the City to notify the President of the incident, may be initially grieved to the Director of Human Resources.

### **28.2 Burial and Funeral Expenses**

28.2.1 The City agrees to defray funeral and burial expenses of any Employee killed under honorable circumstances in the line of duty to a maximum of nine thousand dollars (\$9,000.00).

## **29. EMPLOYEE VEHICLE USAGE – This section intentionally left blank**

30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION – This section intentionally left blank

31. FIREARMS

**31.1 Firearms Operating Procedures**

Firearms regulations of the Albuquerque Police Department as prescribed in the Department's Standard Operating Procedures Manual at the signing of this Agreement shall remain in full force and effect for all bargaining unit employees for the term of the Agreement.

31.1.2 The City shall provide practice ammunition for 9mm, as well as duty ammunition for that caliber.

**31.2 Firearms Qualification**

31.2.1 The City will schedule practice time for each Employee issued a firearm. Sufficient ammunition will be provided at no cost to the Employee.

31.2.2 Firearms qualifications shall be conducted in accordance with the New Mexico Law Enforcement Academy Guidelines.

31.2.3 An Employee who fails to qualify on the Employee's first attempt shall be permitted a second opportunity to qualify in accordance with Department Regulations and Procedures.

32. CITY PROVIDED EQUIPMENT and TOOLS

**32.1 Storage of City Equipment**

32.1.1 Storage that provides a reasonable amount of security will be provided for City equipment and Employees will not be required to take equipment home except when the Employee is on standby status.

32.1.2 Employees who are to take City equipment home will be held responsible for its maintenance and care and replacement in the event it is damaged or lost. A policy addressing the storage of weapons will be established by the department.

**32.2 Clothing Allowance**

32.2.1 Each Employee shall receive a clothing and personal properties allowance of six hundred dollars (\$600.00) per year to be paid at the rate of fifty

dollars (\$50.00) per month on the first payday of each month. Payments may be prorated on a pay period basis, twenty-six (26) equal payments per year.

### 33. EMPLOYEE INCENTIVE PROGRAMS

#### **33.1 Employee Recognition Program**

33.1.1 A committee may be established within the Department to review and recommend improvements to existing Employee incentive programs and to propose new programs that will benefit both the City and the Employees.

33.1.2 If these programs are implemented, awards shall be consistent with the provisions detailed in the City's Personnel Rules and Regulations.

#### **33.2 Sick Leave Incentive Program**

33.2.1 Employees who utilize zero (0) hours of sick leave over six (6) consecutive months will be awarded one (1) day of leave in accordance with Council Resolution R-445.

### 34. EMPLOYEE PAYROLL DEDUCTIONS - This section intentionally left blank

### 35. LAYOFF/ REDUCTION IN FORCE and RECALL

#### **35.1 Layoff and Reduction in Force Procedures**

35.1.1 When it is necessary to have a reduction in force, Employees will be laid off in reverse order of seniority within their department.

35.1.2 When a reduction-in-force becomes necessary, the employee(s) with the least City seniority within the bargaining unit classifications will be laid off. All seniority within any bargaining unit classification will be counted.

35.1.3 An Employee identified for layoff will be given at least fifteen (15) working days notice.

35.1.4 An employee may remain on layoff status for a period of two (2) years. Employees on layoff status shall not lose seniority as a result of being on layoff status. If the employee has not been recalled within this time period, the City shall have no further recall or employment obligation to the employee.

35.1.5 An Employee who is laid off has the responsibility of keeping the City informed as to correct mailing address. An Employee laid off due to a reduction in force will be called back to work in his/her seniority order according to the following procedure:

35.1.5.1 The City will advise the Employee to be recalled by certified or registered US Mail. A copy of such recall notice shall be furnished to the Union.

35.1.5.2 An Employee upon receiving notice of recall will, within ten (10) working days after receipt of the recall notice, acknowledge receipt by certified or registered mail advising the Human Resources Director of the date he/she will be available for service. The available date must not be later than thirty (30) calendar days from the date the Employee receives the recall notice unless there are extenuating circumstances.

35.1.5.3 Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of the recall will be considered an automatic resignation. It is understood that the City will have discharged its obligation of notification to laid off Employees by having forwarded the recall notice as herein outlined.

35.1.6 No new Employees will be hired into the bargaining unit until all laid off qualified Employees have been given an opportunity to return to work.

35.1.7 Bidding on vacancies while on Layoff-Forced Assignment: Employees who are assigned to a lower grade as a result of reduction in the work force may bid for positions of a higher grade and pay. Should the position bid for carry a grade and pay higher than the forced assignment but lower than the position from which the Employee was initially downgraded, the Employee will retain the recall rights to the Employee's initial position. Should the Employee, while on forced grade and pay be higher than his initial position and the Employee accepts the position, the Employee will relinquish all recall rights to the initial position held prior to the forced assignment.

## 36. RESIGNATION and RETIREMENT

### **36.1 Resignation – This section intentionally left blank**

### **36.2 Retirement**

36.2.1 Employees should plan to begin processing for retirement at least six (6) months before the projected date of retirement. Assistance may be obtained through the Human Resources Department.

36.2.2 Employees may convert one hundred percent (100%) of their sick and vacation leave accumulations to cash payment at time of retirement.

## 37. RULES and REGULATIONS

37.1 The Employer hereby agrees that any changes to Rules and Regulations within each department shall not be in direct conflict with this existing contract.

37.2 The Employer agrees to notify the Association in advance and in writing of any proposed changes to Rules and Regulations for review purposes, and to provide input.

## 38. PRIVATIZATION and CONTRACTING OUT

### **38.1 Contracting for Services**

38.1.1 The City agrees that prior to contracting or sub-contracting out bargaining unit positions the Union will be allowed input on such action and will be given adequate notice.

## 39. STRIKES and LOCKOUTS – This section intentionally left blank

## 40. GENERAL ADMINISTRATIVE PROVISIONS

### **40.1 Non-Discrimination**

40.1.1 The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all Employees in compliance with applicable law against discrimination as to age, race, creed, color, religion, national origin, sex, condition of disability, sexual orientation, marital status, veteran status or political affiliation.

40.1.2 The Employer and the Union agree with the rights of Employees to become or not to become Union members. There shall be no discrimination, interference, restraint or coercion by the Union or the Employer regarding any employee's decision to affiliate or not to affiliate with the collective bargaining Union.

40.1.3 The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

### **40.2 Memoranda of Understanding (MOU)**

40.2.1 All MOUs between the parties require the signature of the President of the Union and the Chief Administrative Officer.

40.2.2 All MOUs are valid only for the term of the Agreement and if the parties wish to continue the conditions of the MOU they must be included in the new agreement.

### **40.3 Complete Agreement /Zipper Clause**

40.3.1 The parties agree that this is the complete and only Agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous agreements between the parties.

40.3.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively, but could if mutually agreed, with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

40.3.3 Furthermore, it is understood and agreed that Employees have only those contractual rights specifically granted to them by the specific language of this Agreement. Neither the Union nor the Employees have any implied or inferred contractual rights. The Union shall be the exclusive representative for those contractual rights.

### **40.4 Savings Clause**

40.4.1 Should any part of this Agreement or any provisions contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected.

40.4.2 Should this occur the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

### **40.5 Term of Agreement**

40.5.1 This agreement is effective on \_\_\_\_\_ through \_\_\_\_\_.

40.5.2 If neither party to this Agreement requests the opening of negotiations as provided in the City's Labor-Management Relations Ordinance, this Agreement and the conditions herein shall continue in effect for year to year.

40.5.3 This agreement is enacted in accordance with the provisions of the Labor-Management Relations Ordinance, § 3.2.18 R.O. 2002.

IN WITNESS WHEREOF, the parties have entered their names and affixed the signatures of their authorized representatives on this 9<sup>th</sup> day of February, 2016.

CITY OF ALBUQUERQUE

ALBUQUERQUE POLICE OFFICERS ASSOCIATION



By: Robert J. Perry, CAO  
City of Albuquerque



By: Shaun Willoughby, President  
APOA

(Seal)

Form Reviewed by Legal Department

  
Natalie Howard, City Clerk

SMH

  
By: Jessica Hernandez,  
City Attorney

Throughout the whole agreement "Employee Relations" will be replaced with "Human Resources".

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALBUQUERQUE POLICE OFFICERS ASSOCIATION  
AS REPRESENTATIVES OF THE PRISONERS TRANSPORT UNIT  
AND THE CITY OF ALBUQUERQUE  
REGARDING GARRITY STATEMENTS**

---

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 9<sup>th</sup> day of Feb, 2016, by and between the City of Albuquerque (“City”) and the Albuquerque Police Officers Association as Representatives of the Prisoners Transport Unit (“APOA”) (the City and APOA are collectively referred to as the “Parties”).

WHEREAS, the Parties agree previous contract language in the prior Collective Bargaining Agreement, section 24, as it applies to the release of Garrity statements to the POB and the CPOA, is no longer applicable;

WHEREAS, the parties agree it is desirable to have clear guidelines for this issue moving forward.

NOW, THEREFORE, the parties agree to the following:

**I. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date that the last Party executes this MOU.

**II. TERMS PERTAINING TO GARRITY STATEMENTS**

1. The Parties have reached an agreement that is embodied in a proposed amended ordinance, which will be submitted to City Council for their consideration.
2. The Parties agree to take no action or make any attempt to further change or amend the agreed upon proposed amended ordinance.
3. Until such time, the Parties agree that the CPOA and the POB will receive the names of the involved officers when an investigation is conducted.
4. The Parties agree that once City Council has taken action on the proposed amended ordinance, they will meet within thirty (30) days to rewrite section 24.

**III. MOU CREATES NO THIRD PARTY BENEFITS.**

By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third party beneficiary of this MOU. The Parties agree that this MOU shall only be applicable to positions within the APOA bargaining unit.

**IV. NO FURTHER AGREEMENT.**

This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

**V. SEVERABILITY.**

In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each Party has executed this agreement on the date indicated by the signature.

SIGNATURES TO BEGIN ON NEXT PAGE  
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APOA:

CITY OF ALBUQUERQUE

APPROVED BY:

APPROVED BY:

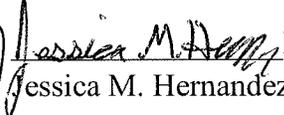
 Date: 2.9., 2016  
Shaun Willoughby, Acting President  
APOA

 Date: 2/9, 2016  
Robert J. Perry, Chief Administrative  
Officer  
City of Albuquerque

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

 Date: 2/9, 2016  
Paul Broome  
Representative for APOA

 Date: 02/09, 2016  
Jessica M. Hernandez, City Attorney  
City of Albuquerque

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALBUQUERQUE POLICE OFFICERS ASSOCIATION  
AS REPRESENTATIVES OF THE PRISONERS TRANSPORT UNIT  
AND THE CITY OF ALBUQUERQUE  
REGARDING EFFECTIVE DATE OF CBA**

---

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 9<sup>th</sup> day of February, 2016, by and between the City of Albuquerque ("City") and the Albuquerque Police Officers Association as Representatives of the Prisoners Transport Unit ("APOA") (the City and APOA are collectively referred to as the "Parties").

WHEREAS, the Parties agree the effective date of the Collective Bargaining Agreement ("CBA") was delayed due to human error;

WHEREAS, the parties agree it is desirable to clarify the effective date of the CBA, as it applies to Article 4.

NOW, THEREFORE, the parties agree to the following:

**I. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the "effective date" is the date that the last Party executes this MOU.

**II. TERMS PERTAINING TO EFFECTIVE DATE OF CBA**

1. The compensation provisions for prisoner transport officers contained in Article 4 of the CBA shall become effective on February 6, 2016 and will be reflected in the prisoner transport officer's paychecks on February 26, 2016.

2. This action shall not be considered retroactive pay.

3. Neither party will claim or assert, at any time in the future, or for any reason that this action represents any precedent whatsoever.

**III. MOU CREATES NO THIRD PARTY BENEFITS.**

By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third party beneficiary of this MOU. The Parties agree that this MOU shall only be applicable to positions within the APOA bargaining unit.

**IV. NO FURTHER AGREEMENT.**

This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

**V. SEVERABILITY.**

In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each Party has executed this agreement on the date indicated by the signature.

SIGNATURES TO BEGIN ON NEXT PAGE  
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APOA:

CITY OF ALBUQUERQUE

APPROVED BY:

APPROVED BY:

[Signature] Date: 2-9, 2016  
Shaun Willoughby, Acting President  
APOA

[Signature] Date: 2/9, 2016  
Robert J. Perry, Chief Administrative  
Officer  
City of Albuquerque

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

[Signature] Date: 2/9, 2016  
Paul Broome  
Representative for APOA

[Signature] Date: 02/09, 2016  
Jessica M. Hernandez, City Attorney  
City of Albuquerque

MEMORANDUM OF UNDERSTANDING  
BETWEEN ALBUQUERQUE POLICE OFFICERS ASSOCIATION  
AS REPRESENTATIVE OF THE PRISONERS TRANSPORT UNIT  
AND THE CITY OF ALBUQUERQUE  
REGARDING CORRECTION TO CBA

This MEMORADUM OF UNDERSTANDING (“MOU”) is entered into on this 11<sup>th</sup> day of February 2016, by and between the City of Albuquerque (“City”) and the Albuquerque Officers Association (“APOA”) (the City of Albuquerque and APOA are collectively referred to as the “Parties”).

WHEREAS, this MOU is entered into on this 11<sup>th</sup> day of February, 2016, by and between City of Albuquerque (“City”) and the Albuquerque Officers Association as representatives of the Prisoner Transport Unit (“APOA”) (the City of Albuquerque and APOA are collectively referred to as the “Parties”).

WHEREAS, the Parties have entered into a Collective Bargaining Agreement (“CBA”)

NOW, THEREFORE, the parties agree to the following:

**I. COLLECTIVE BARGAINING AGREEMENT CORRECTION**

“10.16%” shall be replaced with “10.86” under Article 4 of the CBA

**II. MOU CREATES NO THIRD PARTY BENEFITS**

By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third party beneficiary of this MOU. The Parties agree that this MOU shall only be applicable to positions within the APOA bargaining unit.

**III. NO FURTHER AGREEMENT**

This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants, and understanding have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

**IV. SEVERABILITY**

In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the

validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each Party has executed this agreement on the date indicated by the signature.

APOA

CITY OF ALBUQUERQUE

APPROVED BY:

APPROVED BY:



Paul Broome, On Behalf of  
the APOA President



Robert J. Perry, Chief Administrative  
Officer  
City of Albuquerque