

Effective April 2, 2022 in FY 2022						
	1	2	3	4	5	6
Years of Service	0	1	2	3	4	5
Recruit	\$ 20.000					
Patrolman	\$ 27.195	\$ 28.011	\$ 29.915	\$ 30.812	\$ 31.736	\$ 32.969
Sergeant	\$ 36.543	\$ 38.370	\$ 40.288	\$ 41.497		
Lieutenant	\$ 46.119	\$ 48.425				
Captain	\$ 52.278					
Major	\$ 56.708					
Deputy Chief	\$ 61.812					

Effective July 9, 2022 in FY 2023						
	1	2	3	4	5	6
Years of Service	0	1	2	3	4	5
Recruit	\$ 20.000					
Patrolman	\$ 30.546	\$ 31.462	\$ 33.600	\$ 34.608	\$ 35.646	\$ 37.031
Sergeant	\$ 41.045	\$ 43.097	\$ 45.252	\$ 46.609		
Lieutenant	\$ 51.801	\$ 54.391				
Captain	\$ 58.719					
Major	\$ 63.105					
Deputy Chief	\$ 68.784					

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

2.1.3 Bulletin Boards

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

2.1.3.2 The Association will not post literature, correspondence or notices at any city facility or in any location other than the bulletin boards, employee mailboxes, or briefing blotters.

2.1.3.3 The bulletin board will not be used to criticize the Association officers, the City, any City policies, or any City officials or employees.

2.1.3.4 The Association or the City may remove any material which violates this Section.

2.2 Employer Rights

2.3.1 The parties hereby incorporate by reference all rights reserved to the City as set forth in Sections 3-2-5 and 3-2-7 of the City's Labor-Management Relations Ordinance.

2.3 The City and the APOA recognize the necessity to collaborate on issues that arise as a result of the Department of Justice's (DOJ) investigation and proposals related to the findings of the DOJ regarding the Albuquerque Police Department. If the City anticipates the implementation of policies or directives related to its agreement discussions with the DOJ that impacts Officers' terms or conditions of employment, the City will notify the APOA of its anticipated changes and provide APOA the opportunity to meet and confer with the City in a timely manner on the anticipated changes. The commitment will not prevent the APOA from submitting the changes for negotiations when the parties negotiate a successor collective bargaining agreement.

3. PAY PROVISIONS

Increases in compensation in Article 3.1.1 for fiscal year 2022 are effective the first full pay period following the ratification and signatures by the Parties. The Parties agree that increases in compensation for fiscal year 2023 as shown in the tables in 3.1.1 and 3.1.7 are contingent on the terms of Section 3-2-19 of the City's LMRO; and also approval and appropriation in and for the fiscal year 2023 budget, by the City Council and signature by the Mayor. Any increase in the fiscal year 2023 budget will be effective the first full pay period after July 1, 2022. There shall be no retroactive compensation benefit in this agreement.

3.1.1 Salary Schedule

APOA Pay Plan

Years of Service		FY/22 Hourly	FY/23 Hourly
Police Officer 1/C	up through 4	\$31.32	\$32.89
Senior Police Officer 1/C	5 through 14	\$32.40	\$34.02
Master Police Officer 1/C	15 and above	\$34.02	\$35.72
Sergeant		\$37.80	\$39.69
Lieutenant		\$43.20	\$45.36

For purposes of this section only, Salary Schedule, the classification of Police Officer 1C is an officer in the bargaining unit who has completed probation up through four (4) years of service as an APD Sworn Officer. The classification of Senior Police Officer 1C is an officer in the bargaining unit with five through fourteen (5-14) years of service as an APD Sworn Officer. The classification of Master Police Officer 1C is an officer in the bargaining unit with fifteen or more (≥15) years of service as an APD Sworn Officer. The definition of serve and service is "actual time worked". No other criteria or qualifications are applicable to these classifications.

3.1.2 Specialty Pay: The City shall pay the following to officers assigned to hazardous classifications as follows:

<u>Hazardous Classifications</u>	<u>Amount per pay period</u>
Pilots	\$23.08
Aerial Observers	\$23.08
Motorcycle Officers	\$23.08
Horse Mounted Unit	\$23.08
Search & Rescue Dive Team	\$23.08
CNT	\$23.08
EOD Part-Time	\$23.08
ECIT (Enhanced Crisis Intervention Team)	\$23.08 This applies only to officers who are certified by the Crisis Intervention Unit and only to those who are assigned and serve on the team.
Tactical Team (SWAT,K-9, EOD Full-time)	\$115.38: 6 Hrs of compensatory time for each week of On-Call Status-this applies only to officers who are "On-Call Status"

Officers are eligible for only one hazardous duty pay. Assignment to the above hazardous classifications shall be voluntary; however, re-assignment to another classification shall not be a grievable issue.

3.1.3 Special Skills Pay: The City shall pay the following to officers who have the following specialties (to be paid to officers on the department's active rosters in these specialties):

<u>Special Skill</u>	<u>Amount per pay period</u>
APD Area Sgt. Coordinators	\$ 50.00
CARES	\$ 50.00

APD Field Training Officers, Sergeants and Lieutenant Coordinators Officers "available" to be Field Training Officers will be paid \$350.00 per pay period; for officers "available" means willing to accept a recruit for a phase of training, or ad hoc FTO assignments. Sergeants and Lieutenants will be paid \$175.00 Coordinator Pay when overseeing FTOs, or \$350.00 when assigned a recruit for their rank. Once assigned a recruit for a phase of training, the employee will not request more than three days of vacation for that phase of training. Time spent by an available employee on vacation, sick leave or any other approved leave will not reduce the Special Skill Pay. Special Skill Pay is separate and additional to any other incentive pay.

Officers may be removed from "available" status and Coordinators of both ranks by the Field Training and Evaluation Program Board. The City may determine at its discretion how many available FTOs and Coordinators of both ranks are needed. If a reduction is needed, volunteers will be first removed from available status. Then the City may remove any number of Officers from available status, and any number of Sergeants and Lieutenants from Coordinator status by reverse seniority taking into account shifts and area commands, and the City will meet and confer with APOA to finalize the removal. The City will provide notice of a reduction in the numbers of available of FTOs and Coordinators sufficient for two payments of \$350.00 after notice.

Except those removed by the Board, Officers removed non-voluntarily from available status will be placed on a recall list, and if the City increases the number of available FTOs, Officers will be recalled by seniority from the recall list. Any Officer once declining to be available when offered recall will be removed from the recall list. Once all Officers on the recall list are recalled to available status or removed from the list, new FTOs may be recruited. A similar list will be maintained for Coordinators.

3.1.4 Court Allowance: The City will pay a minimum of two (2) hours court time at time-and-one-half, unless the officer appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event that court appearance is within one (1) hour of the tour of duty, starting or ending, the officer will be paid a sum of one (1) hour. This section does not apply to officers appearing in court during their tour of duty.

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

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

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

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

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

3.1.6 Shift Differential: The current language in this section is retained. However, during the term of this Agreement the parties will abide by the conditions of the 12-Hour MOU. Patrolmen, sergeants, and lieutenants assigned to Watch 1 will be paid \$23.08 per pay period, and patrolmen, sergeants, and lieutenants assigned to Watch III will be paid \$11.54 per pay period.

3.1.7. Longevity Pay for Members

Increases in longevity compensation are effective the first full pay period in fiscal year 2023. The Parties agree that increases in compensation for fiscal year 2023 in 3.1.7 are contingent on: the terms of Section 3-2-19 of the City's LMRO; and also approval and appropriation, in and for the fiscal year 2023 budget, by the City Council and signature by the Mayor. Any increase in the fiscal year 2023 budget will be effective the first full pay period after July 1, 2022. There shall be no retroactive compensation benefit in this agreement.

3.1.7.1

FY/20 Longevity Pay Scale effective the first full pay period following July 1, 2019.

This Longevity scale will replace the FY/19 Longevity scale

	<u>Bi-Weekly</u>	<u>Annual Amount</u>
Beginning Year 5 through 5	\$ 100	\$ 2,600
Beginning Year 6 through 6	\$ 125	\$ 3,250
Beginning Year 7 through 9	\$ 225	\$ 5,850
Beginning Year 10 through 12	\$ 300	\$ 7,800
Beginning Year 13 through 15	\$ 350	\$ 9,100
Beginning Year 16 through 17	\$ 450	\$ 11,700
Beginning Year 18 and above	\$ 600	\$ 15,600

FY/22 Longevity Pay Scale

	<u>Bi-Weekly</u>	<u>Annual Amount</u>
Beginning Year 5 through 5	\$ 100	\$ 2,600
Beginning Year 6 through 6	\$ 125	\$ 3,250
Beginning Year 7 through 9	\$ 225	\$ 5,850
Beginning Year 10 through 12	\$ 300	\$ 7,800
Beginning Year 13 through 15	\$ 350	\$ 9,100
Beginning Year 16 through 17	\$ 450	\$ 11,700
Beginning Year 18 and above	\$ 600	\$ 15,600

FY/23 Longevity Pay Scale effective as above

	<u>Bi-Weekly</u>	<u>Annual Amount</u>
Beginning Year 5 through 5	\$ 105	\$ 2,730
Beginning Year 6 through 6	\$ 131	\$ 3,406
Beginning Year 7 through 9	\$ 236	\$ 6,136
Beginning Year 10 through 12	\$ 315	\$ 8,190
Beginning Year 13 through 15	\$ 368	\$ 9,568
Beginning Year 16 through 17	\$ 473	\$ 12,298
Beginning Year 18 and above	\$ 630	\$ 16,380

Longevity Definition: For the purposes of this section only, "years" shall be defined as the complete years identified by the City and documented by an officer that an officer has served as a sworn public safety officer in any United States jurisdiction in good standing, excluding military police, and for time with APD shall be complete year(s) from the date an officer achieves P2C status (or higher rank if a lateral). Special circumstances, however create exceptions to this rule. The definition of serve and service is "actual time worked". Officers are encouraged to contact APOA to determine and verify their "longevity dates".

3.1.7.2. Longevity Scale.#2

Years of Sworn Service	
6-7	\$65.35
8-9	\$66.01
10-11	\$90.90
12-13	\$91.68
14-15	\$93.22
16-17	\$96.29
18-19	\$100.14
20 +	\$103.98

Employees currently receiving longevity pay under Longevity Scale #2 will continue to receive longevity pay. No other officers shall move into this longevity scale. This is a transitional accommodation applicable only to employees currently receiving such payment.

The current Longevity Plan identified as Longevity Scale #2 will continue in effect for the term of this Agreement for employees currently being paid under this plan.

Aviation will be included in the above (APD Longevity) pay plan subject to the conditions of this subsection.

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

3.1.9 As required by law and ordinance, all economic terms are subject to annual appropriation of the amounts set forth in the Agreement by the City Council, including but not limited to appropriation in the Budget Resolutions for the Fiscal Year in which an increase in compensation is set forth in this Agreement.

3.1.10 Incentive Pay Officers will receive "incentive pay" under the following terms. An officer will receive \$1,300.00 for each year served for the entire year in the same Area Command or the IA Division, up to and capped at four years continuous service or \$5,200.00 per year. A "year" is December 1 through November 30 of each calendar year. The payment will be made on or about December 15th of each year. Time served in a single Area Command or IA from December 1, 2020 through November 30, 2021 will be accepted as Year 1, and no service before December 1, 2020 will be accepted. This incentive pay creates no further entitlement or right to a bid, position in IA, Area Command, shift, days off or field position in any officer. An officer must have achieved and maintain in the future all qualifications for the field/IA positions, including certifications, or the incentive pay is forfeited. Any permanent transfer, or temporary transfer exceeding 45 calendar days, out of the officer's Area Command or IA Division, whether initiated by the officer or City forfeits the incentive pay.

3.2 Overtime

The current language in this section and subsections is retained. However, during the term of this Agreement the Parties will abide by the conditions of the 12-Hour MOU.

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

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

3.2.1.2 The workday will be any regularly scheduled, consecutive twenty-four hour period beginning at the start of the employees regularly assigned shift.

3.2.1.3 In accordance with Subsection 2.5 (FLSA) of this Agreement, the workdays, days off and start times of the shifts will be fixed and will not vary from week to week. The bid will include a variety of work schedules for the four (4) day workweek. A number of work schedules will include a schedule of one (1) start time for two (2) days and another

start time for the other two (2) days. Additionally, a number of the schedules will include a schedule of one start time for three (3) days and another time for the other day. The remaining schedules will have the same start time for all four days. If a shift begins on or between the hours of 1700 and 0329, this shift will be Watch I. If a shift begins on or between 0330 and 0959, this shift will be Watch II and no shift differential will be paid. If a shift begins on or between 1000 and 1659, then the shift will be Watch III. Shift differential will be paid in accordance with Subsection 3.1.8 (Shift Differential) of this Agreement. For those schedules with varying start times as described above, shift differential will be paid on a prorated basis based on the start time of each shift in accordance with the amounts provided in Subsection 3.1.8 (Shift Differential).

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

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

3.2.1.6 For the purpose of computing overtime, paid leave shall be considered time worked, as per Subsection 2.5 (FLSA).

3.3 Compensatory Time

The current language in this section is retained. However, during the term of this Agreement the Parties will abide by the conditions of the 12 hour MOU.

3.3.1 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, including Aviation Police, is 150 hours.

3.3.2 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.

3.4 Fair Labor Standards Act

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

3.4.2 The current language in this subsection is retained. However, during the term of this Agreement the Parties will abide by the conditions of the 12 hour MOU. The parties hereto agree that for the purpose of computing overtime, paid leave will be considered time worked and the regular rate includes the hourly rate with no other remunerations included. Under 7K of the FLSA, the parties agree that for the purpose of computing overtime, the pay schedule will be a 7-consecutive-day, 40-hour workweek.

3.4.3 Applications of the FLSA as it pertains to the exempt status of positions will not change from current practice.

4. INSURANCE COVERAGE and BENEFITS

4.1 Premium Costs

4.1.1 The City provides certain voluntary group medical, hospitalization, vision, and dental insurance to its 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.

4.2 Insurance Programs

4.2.1 The City shall maintain the existing benefits for life and accidental death and dismemberment at no cost to the employee.

5. RETIREMENT PLANS

5.1. NM Public Employees Retirement Association

5.1.1 The City shall pay twelve and twenty-three hundredths percent (12.23%) of each Employee's PERA contribution in addition to the City's employer premium contribution.

5.2. Deferred Compensation Plan – Catch-up Deferral

5.2.1 Any officer, on a deferred compensation program, who retires at the end of the calendar year is entitled to be paid a catch-up deferral from accumulated sick and vacation leave in conjunction with the last regular paycheck of the calendar year.

5.2.2 The officer will be entitled to a second similar catch-up deferral in conjunction with or immediately following final payment of hours worked in the first regular payroll of the new calendar year.

5.2.3 Such catch-up deferrals shall be for amounts allowed by federal law and shall use payroll practices currently in place.

5.2.4 Any officer who intends to retire during a calendar year, but not at the end of a calendar year as stipulated above, is entitled to be paid a catch-up deferral from accumulated sick and vacation leave in conjunction with the last regular paycheck of the calendar year immediately preceding the year in which retirement will occur, subject to submittal of an irrevocable letter of retirement.

5.2.5 The officer will be entitled to a second similar catch-up deferral in conjunction with or immediately following final payment of hours worked in the final regular paycheck at retirement.

5.2.6 Payment of any balance remaining of accumulated sick or vacation hours shall be in accordance with the current cash-out policy as stated elsewhere within this agreement.

5.2.7 Under no circumstances will the allowable deferral be exceeded in any calendar year.

6. VACATION LEAVE

6.1 Vacation Leave

6.1.1 All excess vacation accruals will be paid to the employee as monetary compensation at the end of the calendar year on an hour for hour basis. Effective January 2022, excess vacation accruals up to a maximum of 120 hours will be paid to the employee as monetary compensation at the end of the calendar year on an hour for hour basis.

6.1.2 Any employee may request advanced vacation leave pay for forty (40) or more hours of approved vacation leave by submitting a written request to the Chief of Police (with an approval Line) ten days in advance. Payment will be made in the regularly scheduled payday prior to the vacation leave being taken. Special checks will normally not be authorized except in emergency situation approved by the Chief of Police.

6.2 Vacation Leave Accrual Rates

6.2.1 Vacation leave will accrue as follows:

Continuous Service Accrual per Year	Accrual Rate per Bi-Weekly Pay Period	Per Year
		(based on an 8-hour Day)
Less than 5 years	3.85 hours	12.5 days
More than 5 years/less than 10 years	4.62 hours	15.0 days
More than 10 years/less than 15 years	5.54 hours	18.0 days
More than 15 years	6.16 hours	20.0 days

6.3 CAO Approved Leave

If the Chief Administrative Officer (CAO) authorizes leave for City employees outside the bargaining unit, she may authorize the same paid leave for bargaining unit members for certain purposes not originally contemplated by the CBA. Such a grant of paid leave shall be considered part of an employee's overall compensation for the services he or she is or will be performing. When announcing such leave, the CAO will set the following:

- (1) the purpose of the leave;
- (2) how much leave is authorized;
- (3) how and when such leave shall be taken;
- (4) the necessary pay code.

Once paid leave is authorized, the Chief Administrative Officer maintains discretion over when the employees may use the leave based on the City's man-power needs.

7. LEAVE

7.1 Sick Leave

7.1.1 A police officer may accumulate sick leave up to a maximum of 2000 hours. Provided the conditions in 7.4 are met, sick leave accrued over the maximum will automatically be converted to hazardous duty leave at the rate of two days of sick leave for one day of hazardous duty leave.

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

7.1.3 Emergency Leave: Emergency leave charged to sick leave for up to three (3) work 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 a member of an employee's immediate family.

7.1.4 Employees may elect to use accrued vacation leave instead of sick leave for an "emergency leave", however, they shall be subject to the conditions of using "emergency leave."

7.2 Sick Leave Death Benefit

7.2.1 The City will pay to the designated beneficiary of a deceased police officer the total amount of sick leave accumulated as of the date of his/her death.

7.2.2 The City will pay to the designated beneficiary of a deceased police officer the total amount of sick leave accumulated whether or not the deceased police officer dies in the line of duty; provided however, that the death of the police officer is under honorable circumstances.

7.2.3 Payment under this section will be made to the specific beneficiary identified for this benefit, the payment will be made to the current spouse or if the officer was not married at the time of death, the payment will be made to the officer's estate.

7.3 Bereavement Leave

7.3.1 The City will allow as many as three (3) workdays emergency leave for a death in the employee's immediate family. For the purposes of this section, an employee's immediate family shall include the employee's spouse, child, parent, parent-in-law, grandparent, brother or sister. If travel over five hundred miles (500) miles (one way from Albuquerque) is required for a death of a member of the immediate family of an employee, one (1) additional leave day per five hundred (500) mile increment shall be granted.

7.4 Hazardous Duty Leave

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

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

7.4.3 When a police officer has accumulated and maintains a total of 720 hours of sick leave the police officer may convert any sick leave accumulated over and above 720 hours

to hazardous-duty leave on the basis of one (1) hour hazardous-duty leave for one (1) hour of sick leave.

7.5 Parental Leave

7.5.1 Officers shall be eligible for Parental Leave with pay subject to the provisions set forth below.

7.5.2 Officers are eligible for Parental Leave if they have completed a year of continuous service and have worked 1250 hours.

7.5.3 Qualifying Event. A Parental Leave qualifying event shall include the birth or placement of a minor child for adoption or foster care (excluding the adoption of a stepchild or partner's child) by or with the officer, the officer's spouse, or the officer's domestic partner. When Parental Leave is foreseeable and thirty (30) days notice has been provided, the officer must provide documented proof of the qualifying event before the leave begins. For birth or placement, the officer must provide documentary proof to support the date of the qualifying event within 30 calendar days. The officer is responsible for any expense connected to the supporting documentation. Failure to provide this documentation may result in a delay or denial of Parental Leave.

7.5.4 Duration. An officer approved for Parental Leave shall receive a maximum of 12 standard work weeks at full pay to be used within six (6) months of the qualifying event. If the officer is eligible for Family and Medical Leave Act ("FMLA") benefits, Parental Leave shall be taken concurrently with FMLA leave. (Ord.: 1.2) Any FMLA-qualifying absence will be designated as FMLA leave by the Human Resources Department and will be applied to the twelve (12) weeks paid leave entitlement, even if not requested by the officer.

7.5.5 Notice. An officer requesting Parental Leave shall provide at least 30 days written notice to Human Resources and the Chief of Police. If the 30 days notice is not possible, notice shall be made as soon as practicable (ie., verbal notice within two (2) business days of learning of the need for the leave followed by written confirmation.). Officers must request leave using the Parental Leave Request Form, and must concurrently submit a Family Medical Leave Certification Form.

7.5.6 Parents. If multiple officers qualify for Parental Leave based on the birth or placement of the same child, each officer shall be entitled to twelve weeks of Parental Leave.

7.5.7 Other Leaves. Parental Leave shall not affect an officer's accrued sick and vacation leave. However, an officer may not receive sick or vacation leave pay simultaneously with Parental Leave. An officer will accrue sick and vacation leave normally while on Parental Leave.

7.5.8 Retro. An officer who experienced a qualifying Parental Leave event prior to the enactment of the Parental Leave Ordinance is eligible to receive Parental Leave benefits retroactively, if the event occurred between July 1, 2018, and the Effective Date. The City

Subject: Re: House Memorial 35

Brothers,

Good to hear from you. Also, I'd like to welcome the new member to our Subcommittee, Stewart Steele. I look forward to working with all of you and our Chairman, Greg Rees, on the HM 35 Task Force and the important topic of recruitment and retention of law enforcement officers, to identify the root causes of the issues/problems which are impacting and/or hindering the ability of an agency to recruit and retain law enforcement officers and to develop solutions to address the issues/problems to include identifying the systemic and institutional and legislative barriers that may be creating the issues/problems.

I'd like to share some facts with you regarding a Police Exodus in preparation for our meeting. There were **42.7%** more resignations in **2021** than **2019** and **23.6%** more retirements in **2021** than **2019**. We clearly have a Police Exodus which may be caused by or from a lack of leadership, a societal lack of respect for authority and a politization of public safety. There seems to be a fundamental breakdown in the family unit and the ability for some policy-makers and decision-makers to determine what is right and what is wrong when it comes to Public Policy and the Rule of Law.

The criminal element seems to be emboldened by what appears to be an ability to commit crimes with impunity. In 2021, 346 Law Enforcement Officers were shot in the line of duty. 63 officers were killed by gunfire. We have also experienced a substantial increase on attacks on police officers during this time. Additionally, since the beginning of the Covis Pandemic. 1009 officers have died from COVID-19.

Stay Safe and Stay Healthy...!

Fraternally,

Bob Martinez
Fraternal Order of Police

