

AGREEMENT
BETWEEN

THE CITY OF RIO RANCHO

AND

**RIO RANCHO POLICE and COMMUNICATIONS
ASSOCIATION**

**AFFILIATED CHAPTER OF THE NEW MEXICO COALITION OF PUBLIC
SAFETY OFFICERS (NMCP SO)**

Effective: May 28, 2014 through June 30, 2017

PREAMBLE

THIS AGREEMENT is entered into this 28th day of May, 2014 by and between the City of Rio Rancho, a municipal corporation of the State of New Mexico, hereinafter referred to as the "City", and the Rio Rancho Police and Communications Association, a Chapter of the New Mexico Coalition of Public Safety Officers; hereinafter referred to as the "Association".

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

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ARTICLE I RIGHTS

- A. Association Rights** - The City recognizes the Rio Rancho Police and Communications Association as the exclusive bargaining unit for full-time paid, non-exempt Member of Service ("MOS") of the City of Rio Rancho hired to perform various public safety duties other than animal control or code enforcement duties.
1. **Inclusions** - This Agreement specifically includes: non-exempt MOS positions that are: sergeants, corporals, police officers, detectives, training coordinators, dispatch shift supervisors, dispatch training coordinator, NCIC coordinator, dispatchers, call takers, booking officers and evidence technicians employed by the Rio Rancho Police Department and Communications only. The Association may bargain for these MOS in negotiating wage rates, work hours, benefits, obligations and other conditions of employment.
 2. **Exclusions** – This Agreement specifically excludes new hire probationary status, exempt MOS and the supervisory, managerial and confidential positions, to include: Chief, Deputy Chiefs, Police Captains and Lieutenants, Public Information Officers, Administrative Assistants, Communication Manager, Communication Supervisor; seasonal MOS, temporary MOS, contract MOS, part-time MOS and term MOS; and other such employment positions as the parties shall agree to be excluded under this Agreement.
 3. **Position Changes**
 - a. When the City creates a new position within the Rio Rancho Police Department Communications Division, that is not currently classified or changes the classification of a current position, Human Resources shall notify the Association in writing.
 - b. The Association shall have the option to notify the City in writing within 10 business days after receipt of notification by the City in 3a, above, that it wishes to re-open the agreement for the purpose of negotiating the impact of the new position or change in classification on the terms and conditions of this agreement. The City and Association shall thereafter re-open negotiations solely for such purpose. Failure of the Association to notify the City within this specified period shall constitute a waiver of the right to dispute the status.
- B. City Rights** - Except as specifically restricted by an express provision of this Agreement or other statutory provision, the City retains and may exercise all statutory management rights.
- C. Interference** – The Association shall not attempt to cover up any MOS misconduct.

ARTICLE 2 MEMBERSHIP

A. Association Dues

1. The City shall, upon non-probationary MOS signed authorization, deduct membership dues levied by the Association each pay period.
2. The City shall make withdrawals of Association dues from MOS's wages without cost to the MOS or the Association. All Association dues shall be forwarded to the Association within ten days of withdrawal.
3. The City shall, upon any other non-bargaining MOS's signed authorization, deduct Association membership dues or other dues each pay period without cost to MOS or the Association.
4. If MOS is later assigned outside of the Association, MOS shall notify the City of any change in membership dues deduction.
5. To the extent permitted by law, the Association shall defend and indemnify the City and hold harmless from, for and against any claim regarding, or challenging to this Section.

B. Fair Share

1. Upon written notification by the Association President or Vice President to Human Resources, any regular, non-probationary MOS, whose classification falls within the bargaining unit and who does not desire to pay Association dues, shall have deducted from his/her pay, by the City as a condition of employment, a fair share fee in an amount determined according to law, to be remitted to the Association within 30 days of becoming a member of the bargaining unit or after ending probationary status.
2. This fair share fee shall be solely to defray the Association's costs for services in negotiating and administering this contract, shall be determined in all respects according to law, and shall be segregated by the Association and used on a pro rata basis.
3. The Association shall comply with all audit, accounting, notice and other requirements of law regarding the determination and collection of fair share fees. Upon request from a member or non-member of the bargaining unit who is disputing the fair share fee, allow inspection of its records providing for a fair share fee determination.
4. The Association shall defend and indemnify the City and hold it harmless from, for and against any and all claims, losses, litigation, costs, expenses, and liabilities of any kind and nature, arising from or relating to any act or omission of the Association regarding the determination, audit and/or notice(s) of fair share fees and related matters in contravention of this Section or applicable law.

C. Membership Objections

1. An MOS who objects to membership in the Association on the basis of religious tenets or teachings of a church or religious body of which the MOS is a member shall inform the Association and City of his/her objection.
2. The Association and/or the City may then verify the basis of the objection and will confirm in writing whether it contests the charitable contribution.
3. The MOS shall then arrange with the Human Resources for contributing to a non-religious charity an

amount equal to Association dues.

D. Dues Suspended or Terminated

1. Upon signed authorization, when a member in good standing with the Association is in a non-pay status or when an MOS is called to active military duty for an entire pay period, no dues deduction shall be made. In any pay period, when net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this regard all other legal and required deductions shall have priority.
2. A member may terminate Association membership, but not their fair share deduction, by notifying the Association and the City of his/her intention by means of a signed cancellation, to be submitted to Human Resources. The member must give a minimum of ten days' notice to the City of such intention.

E. Increased Dues: In the event that the Association members vote to increase dues, the Association will notify the City at least 30 days prior to the effective date for the dues increase by letter which will cover all Association members rather than submitting new authorizations for each member.

**ARTICLE 3
ALLOCATED MEETING TIME**

A. Association Negotiation Team

1. The Association's Negotiation Team will be limited to five members. MOS on the team shall be compensated for attendance at scheduled negotiation meetings with the City. The Association's Negotiation Team shall not be compensated for other negotiation time other than what is provided in this Agreement.
2. The City agrees not to transfer the Association's Negotiation Team members during the negotiation process except in cases of promotion, bid procedures, or mutual agreement.

B. Authorized Representatives Compensated Time

1. Board Members and Stewards
 - a. The City shall recognize the President, two Vice Presidents, two Trustees and six Stewards from Police and four Stewards from Dispatch.
 - b. Authorized representatives shall be certified in writing to the City.
 - c. It is recognized that it will be necessary for Association activities to be carried on during working hours. Stewards shall be compensated while on duty, not to exceed two hours per week per representative, for the processing of complaints and disputes.
 - d. The Association President shall be compensated while on duty, not to exceed ten hours per week, for the investigation and processing of complaints and disputes. Additional time may be granted which may include a schedule change, with prior written approval from the Chief or designee to ensure minimum staffing requirements are met. If a temporary schedule change is requested, that request must be submitted at least two weeks prior unless mutually agreed upon by all parties. Vice Presidents shall be compensated while on duty, not to exceed ~~three~~ four hours per week per representative, for the processing of complaints or disputes and attendance at executive board meetings. The Chief may extend the time spent on these matters when it is in the best interests of Rio Rancho Police Department and 911 Communications.
 - e. Authorized representatives shall not be compensated for other Association business, other than what is provided in this contract, or for handling Association business, to include the processing of disputes, while off duty.
 - f. Authorized representatives shall accurately document all compensable Association time on the Department's Time Accountability Form.
 - g. The Association President may give a portion of his allotted weekly hours to another representative when the need arises. Hours given to another representative will be used in the same work week. The Association President shall submit a monthly report to the Chief detailing all hours the Association President used, hours given to another representative, date and time the given hours were used, and the name and employee number of the representative who used the hours.
 - h. All hours allotted for use under this article shall only be for use on a weekly basis, and shall not accrue or be combined with other hours allowed during subsequent or previous weeks.

2. At the request of a recognized representative, the City will agree to release the MOS for a reasonable amount of time from the MOS's work duties for the investigation and processing of complaints and disputes, provided that such time does not appreciably interfere with the operations of the City. The City shall not unreasonably deny these requests.
 3. There are Association activities such as posting notices, etc. which only require negligible periods of time. Where such activities are reasonably to be performed during working hours, they may be done without loss of pay to the recognized representative involved, providing the activities do not interfere with the operations of the City.
- C.** On-duty MOS shall be permitted to attend regularly scheduled, monthly Association meetings, provided that such time does not interfere with the operations of the City and does not exceed one hour. Additional time for meals may be permitted provided that no calls for service are pending.
- D.** Upon at least one-month notification, the City shall place four previously designated executive board members and stewards of the Association on special duty for the purpose of attending as official delegates, association's conventions or conferences to the extent that such special duty does not interfere with the reasonable needs of the City. However, the total time for all such leaves will not exceed one hundred and sixty (160) hours per contract year.

**ARTICLE 4
WORK SCHEDULES AND PAY PERIOD**

A. Definitions For This Article

1. FLSA - Fair Labor Standard Act
2. Overtime - The time worked which is more than an MOS's scheduled work time.
3. RDO - Regular Day Off
4. Holdover – When an MOS is required to extend his/her normal work shift as determined by the supervisor.
5. Recall - When an MOS is required to work on his/her day off or called back after a shift
6. Straight Time - An MOS's normal, base hourly rate.
7. Time and One-Half - When an MOS works beyond the FLSA threshold, the MOS shall be compensated at a rate of one and one-half times their hourly rate.

B. The Department shall assess the public safety needs, based on available staffing levels, occurrence of calls for service, and MOS shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the MOS' job description.

1. Job descriptions for each authorized position will be kept on file in Human Resources. When posting lateral positions with additional or different job functions, the posting shall contain the additional or different functions. A copy of the posting will be kept on file in Human Resources.

C. Patrol Section

1. Workday - The normal workday for patrol officers, corporals and sergeants assigned to the Patrol Section shall be ten hours.
2. Workweek - A normal scheduled workweek shall consist of four consecutive days and total 40 hours, however, under Section 207(k) of the Fair Labor Standards Act, the City shall not be required to pay the overtime rate of pay (time and one-half) for these MOS until such MOS has worked 43 work hours.
 - a. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
 - b. However, for weekend night shifts the workweek will begin on Monday at 0600 hours and end seven consecutive 24-hour periods later.
3. Work Shifts - Normal work shifts may include day, swing, and graveyard shifts, and shall be on a permanent basis subject to shift bids as provided herein.
4. Pay Period: The pay period for these MOS shall be two consecutive workweeks, or 14 days.
5. Breaks and Meal Periods
 - a. The MOS workday will include a one-hour meal break and one, 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
 - b. Breaks and meal periods must occur at scheduled hours appropriately spread apart and regulated by MOS's supervisor. Breaks and meal periods cannot be combined or accumulated.
 - c. Breaks and meal periods can be interrupted and adjusted to accommodate a call for service.

- d. MOS shall not be compensated for breaks or meal periods when that time is at the beginning of their shift. There may be times due to extremely high call volume when an MOS may be allowed to take a meal break at the end of a shift. Such times shall be approved by a supervisor. Supervisors are responsible for monitoring these incidences. Frequent or regular incidences of taking meal breaks at the end of a shift will result in corrective or disciplinary action.

D. Criminal Investigation Section, Traffic, Communications/Police, Training, Community Relations Unit, Front Desk, Court Security, and Internal Affairs

- 1. Workday - MOS assigned to Criminal Investigation Division, Traffic, Communications or Police, Training, Community Relations Unit, Front Desk, Court Security, and Internal Affairs shall work a flexible schedule of 40 hours per calendar week.
- 2. Workweek - A normal scheduled workweek shall consist of either four or five consecutive days and total 40 hours, however, under Section 207(k) of the Fair Labor Standards Act, the City shall not be required to pay the overtime rate of pay (time and one-half) for these MOS until such MOS has worked 43 work hours. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
- 3. Work Shifts: Under a flexible work schedule, changes to the MOS's schedule may be made with the written approval of the MOS and the supervisor.
- 4. Pay Period: The pay period for these MOS shall be two consecutive workweeks, or 14 days.
- 5. Breaks and Meal Periods
 - a. These MOS workdays will include a one-hour meal break and one, 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
 - b. Breaks and meal periods must occur at scheduled hours appropriately spread apart and regulated by MOS's supervisor. Breaks and meal periods should not be combined or accumulated. There may be times due to extremely high call volume when this may be allowed. Supervisors are responsible for monitoring these incidences. Frequent or regular incidences of combining breaks and meal times will result in corrective or disciplinary action.
 - c. Breaks and meal periods can be interrupted and adjusted to accommodate a call for service.
 - d. MOS shall not be compensated for breaks or meal periods when that time is either at the beginning or at the end of their shift.

E. Non-Emergency MOS - These MOS shall include MOS assigned to Evidence Technician, and other MOS permanently or temporarily assigned to administrative or non-emergency functions.

- 1. Workday and Shifts - These MOS shall work varying hours as the needs of the job dictate.
- 2. Workweek - A normal scheduled workweek shall consist of 40 hours of work; however, the City shall not be required to pay the overtime rate of pay (time and one-half) for these MOS until such MOS has worked 40 work hours.
 - a. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
 - b. However, for weekend night shifts the workweek will begin on Monday at 0600 hours and end

seven consecutive 24-hour periods later.

3. Pay Period - The pay period for these employees shall be two consecutive workweeks, or 14 days.

4. Breaks and Meal Periods

- a. These MOS will not be compensated for a meal period, but will be eligible for a 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
- b. Breaks and meal periods must occur at scheduled hours appropriately spread apart and regulated by MOS's supervisor. Breaks and meal periods cannot be combined or accumulated.
- c. Breaks can be interrupted and adjusted to accommodate a call for service.
- d. MOS shall not be compensated for breaks when that time is either at the beginning or end of their shift.

F. 911 Communications Division

1. Workday - The normal workday for the 911 Communications Division shall be ten hours.

2. Workweek - A normal scheduled workweek shall consist of four consecutive days and total 40 hours; however, the City shall not be required to pay the overtime rate of pay (time and one-half) for these MOS until such MOS has worked 40 work hours.

- a. The workweek will begin on a Monday at 00:00 hours and end seven consecutive 24-hour periods later.
- b. However, for weekend night shifts the workweek will begin on Monday at 06:00 hours and end seven consecutive 24-hour periods later.

3. Work Shifts - Normal work shifts may include day, swing, and graveyard shifts, and shall be subject to shift bids as provided herein.

4. Pay Period: The pay period for these MOS shall be two consecutive workweeks, or 14 days.

5. Breaks and Meal Periods

- a. These MOS workday will include a one-hour meal break and one, 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
- b. Breaks and meal periods must occur at scheduled hours appropriately spread apart and regulated by MOS's supervisor. Breaks and meal periods cannot be combined or accumulated.
- c. Breaks and meal periods can be interrupted and adjusted to accommodate a call for service.
- d. MOS shall not be compensated for breaks or meal periods when that time is either at the beginning or end of their shift.

G. Breaks and Meal Periods

1. A reasonable effort will be made to afford MOS the appropriate meal and rest breaks during their shifts. MOS compensated for meal and rest breaks during their duty hours may from time to time,

miss those breaks due to public demands for service. In situations where MOS are called to service during their break time, the MOS shall not receive additional compensation.

2. Travel time to and from a break or meal period is considered time on break except for those MOS assigned to the patrol division.

ARTICLE 5
REGULAR OVERTIME AND COMPENSATORY TIME

A. Fair Labor Standards Act (FLSA) - MOS under this Agreement shall be paid overtime or permitted to accrue compensatory time according to the FLSA.

B. Regular Overtime

1. Overtime Definition – Work time that is compensable in excess of the time an MOS is normally scheduled to work in a single work period.
2. The appropriate supervisor shall approve all regular overtime prior to an MOS performing the work.
3. When a supervisor authorizes an MOS to work beyond their regularly scheduled shift (including time before and after a scheduled shift), the MOS shall be paid the appropriate overtime rate as follows:
 - a. 911 Communications, booking officers and evidence technician's rate of pay shall be straight time up to and including the 40th hour of work within the workweek and time and one-half after the 40th hour except those hours covered by 3.a.1.
 1. Communications workers who are forced to work past a ten hour shift will receive double their hourly rate.
 2. As referenced in Article 30, Extra Duty and Chief's Overtime, a MOS shall not work, whether classified as normally scheduled time or other work time, more than 15 hours per 24 hour time period. This time may be extended by two hours when the MOS is not scheduled to work the following day and when no other MOS has submitted a request to work.
 - b. Officers, corporals, detectives and sergeants rate of pay shall be straight time up to and including the 43rd hour of work within the workweek and time and one-half after the 43rd hour.
 - c. Overtime will be rounded to the nearest quarter hour.
 - d. If an overtime detail ends before the time originally specified, the MOS will only be paid for the time worked (rounded to the nearest quarter hour), not for the time scheduled.
4. Overtime shall be calculated by the workweek or work period as indicated above.
 - a. MOS injured on-the-job which results in a valid worker's compensation claim may use this time as time worked in the overtime calculation provided that MOS complete the appropriate paperwork in the necessary time frame, for example, Notice of Accident, Employers' First Report of Injury, Supervisor's Investigation Report, Infectious Exposure Form, Request for Limited Duty Assignment, etc.
 - 1) A physician of the employees choice shall approve the time off for worker's compensation, or
 - 2) May approve modified duty, in which case the MOS shall return to work.
 - b. PTO or compensatory time shall be included as time worked in the overtime calculation not to exceed the total hours of a regularly scheduled shift.
 - c. PTO or compensatory time may be taken when an MOS is ill and cannot report for duty. The time off shall be considered as a sick occurrence, and may be used in the determination of excessive absenteeism, if necessary.

C. Overtime and Recall for Law Enforcement MOS - Procedures

1. Regular Overtime and Recall - When minimum staffing is compromised, the recall of MOS for regular overtime may be filled by:
 - (a) MOS assigned to that particular shift who are participating in training in the Bernalillo/Sandoval Counties first, then
 - (b2) any qualified MOS willing to work, by seniority. When notification is made of the need to recall MOS, it is the affected shift supervisor's responsibility to follow the above listed order for locating a replacement.
 - (c) If (a) and (b) fail to fulfill minimum staffing requirements, then reverse seniority recall will be used.
2. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.
 - a. When utilizing forced overtime and an MOS has been mandated to report to a particular event, that MOS may seek a replacement provided the replacement has not already been selected and the MOS has contacted the supervisor in charge of overtime.

D. Overtime and Recall for 911 Communication's MOS - Procedures

1. Regular Overtime and Recall - When minimum staffing is compromised, the recall of MOS for regular overtime shall be filled by MOS with the most seniority, unless there is an immediate need to fill a position due to, for example, an MOS using sick leave.
2. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.
3. If staffing levels or overtime assignments are not filled voluntarily by seniority, then they shall be filled by reverse seniority.
4. MOS that have worked six previous days without a day off shall not be considered for forced overtime, unless the City is in a state of emergency.

E. Compensatory Time

1. MOS may reach an agreement with his/her supervisor to substitute compensatory time in lieu of paid overtime. The MOS shall submit in writing their intent to accumulate compensatory time in lieu of paid overtime and attach the document to their time sheet. This will remain in effect until a memorandum, attached to the time sheet, is submitted to the contrary.
2. MOS may use their accumulated compensatory time as time off with pay when approved by their supervisor. However, time off shall not be approved when it disrupts the normal operations of the City, nor when it creates a situation that would bring any shift below minimum staffing levels.

F. Adjustments to Work Schedule - An MOS's work schedule may be adjusted to avoid accumulating more than an MOS's regularly scheduled time in a work period in the following circumstances:

1. When an MOS's work schedule changes and the MOS is given a minimum of two weeks' notice.
2. When an MOS and their supervisor mutually agree that the time will be adjusted, or
3. When an MOS is approved and scheduled for training and the training does not coincide with the

MOS's work schedule and the MOS is given a minimum of two weeks' notice.

- G. Special Events** - The City may post and ask for volunteers to work special events for compensatory time. Examples of this may include but are not limited to: Honor Guard and funerals.

**ARTICLE 6
TRAINING**

A. In-Service Training

1. The City shall provide in-service training for MOS designed to maintain the appropriate standard of performance and to increase MOS's skills. Authorizing attendance at training courses shall be the responsibility of the Chief, or his designee. Decisions to authorize or deny attendance at training courses shall be based on one or more of the following:
 - a. The effect the absence of the MOS will have on the Department's operations and the Department's ability to continue to provide the services and perform the functions for which it is responsible;
 - b. The relationship of the subject of the training to the function performed by the MOS in the Department, and the MOS's professional development;
 - c. Financing the request of the MOS that is in the best interest of the Department.
2. Approved training time shall be considered as time worked and be compensated.

B. The City shall provide basic, remedial and refresher training to MOS in the Rio Rancho Police Department/911 Communications at the City's expense if it is required as a condition of employment to maintain basic certification standards.

1. The Department shall respond to an MOS's request to attend training within 14 calendar days, except for requests submitted during budget preparation.
2. The respective Training Division or Training Coordinator shall schedule and post training activities.

C. There are three ways training expenses might be paid:

1. By the City with expenditure for travel, meals, lodging, registration and other costs included annually within the City budget.
2. By other public or private agencies. MOS may receive approval for training expenditures by grants from other governments, private organizations or professional organizations.
3. By the individual MOS. At the discretion of the Chief, an MOS may be permitted time off from work, at full salary, to attend training, when such training is in the best interest of the Department.

D. Members shall be compensated in accordance with the City's approved per diem and mileage and use of personal vehicle policy when MOS attends Department approved training.

1. Law enforcement and 911 Communication MOS attending Department approved training within the State, shall be compensated for their normally scheduled workday not to exceed their normally scheduled workweek. Once training has been approved, the class schedule constitutes an amendment to the MOS work schedule for their full shift time. When attending training that is scheduled for less than the MOS's regularly scheduled workweek, or if the training ends earlier than scheduled, the MOS will return to work to finish the work day/week if the training is seven hours or less or the MOS may use PTO to make up the difference.
2. MOS shall not be compensated for per diem when such training has included provisions for accommodations, such as meals and lodging.

3. MOS shall not be compensated for any type of homework, which is part of classroom studies. However, if the instructor includes in-class time for the MOS to conduct homework, that time will be compensable provided that it is not overtime, and:
 - a. The homework is conducted at the place of training, or
 - b. The homework is conducted at a Department approved facility approved by the MOS's supervisor.
- E. Thursday training days shall not be scheduled for more than ten hours.
- F. Upon the receipt of any advanced training certification, MOS shall forward a copy to the Training Division. MOS should maintain a personal training file, including licenses and certificates, for all job related training, and the MOS shall be responsible to ensure that all their licenses and certifications are current.
 1. Each Department's respective training division or training coordinator shall track and notify, on an annual basis, those MOS whose licenses are due to expire.

**ARTICLE 7
HOLIDAY PAY, AND PAID TIME OFF, LEAVE**

A. Holiday

1. The following days shall be observed on dates approved by the Governing Body each year as holidays and MOS will be granted time off with pay unless scheduled for duty. However, MOS generally assigned to work business hours, shall maintain the same holiday schedule used by other City employees, and shall give two week-notice of their intent to work holidays.

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve –Christmas Day

2. Such other days as shall be officially designated as a special holiday for other City employees.
3. MOS who are scheduled to work on a holiday shall be compensated at double their regular rate of pay for the number of hours actually worked.
 - a. MOS who are not scheduled to work on a holiday and are called into work on the holiday shall be compensated at double time and one-half their rate of pay for all time worked on the holiday.
 - b. MOS who are scheduled to work on a holiday but are called into work early, or held over their regular scheduled shift, on the holiday shall be compensated at double time and one-half their rate of pay for all additionally scheduled time worked on the holiday.
4. Time Sheet Procedures
 - a. Whenever a holiday falls on an MOS's regular day off, he/she shall receive an additional eight hours of pay at the straight time rate
 - b. MOS who are scheduled but do not work a holiday will receive the number of hours of their normally scheduled shift (8 or 10 hours) as holiday pay.
 - c. Holiday pay does not count toward the calculation of overtime.
5. In filling routine requirements during holidays, MOS with the most classification seniority, at his/her request, may be granted the day off provided that the shift does not drop below minimum staffing levels as determined by management. The following will be adhered to:
 - a. Holiday time off requests shall not be submitted more than 90 days prior to the holiday.
 - b. All Holiday time off requests will be approved or denied 30 days prior to the Holiday.
 - c. Sergeants, Corporals, Police Officers and 911 Communications assigned to the same shift, requesting the same Holiday, will be granted or denied the day(s) off based upon Department seniority.

- d. On double squad days, once Department seniority has been exhausted, Sergeants and/or Corporals requesting day(s) off for the same Holiday, shall be granted or denied the day(s) off based upon classification seniority.

6. Training will not be scheduled for or conducted on holidays.

B. Paid Time Off (PTO)

1. The cap on annual PTO accrual shall be 1376 hours. Any excess PTO accrued, by an MOS eligible under Section C of this Article, shall be put into a personal Extended Illness Bank, (EIB) if the MOS is eligible for the EIB, Pre-approved PTO shall count towards the calculation of overtime. PTO may be applied to early retirement. PTO shall accrue from an MOS's date of hire and be credited for each biweekly pay period as follows:

Bargaining Unit Members

- a. Date of hire through three years – 176 hours per year
 - b. Fourth through tenth years – 216 hours per year
 - c. Eleventh year through fifteen years – 256 hours per year
 - d. Sixteenth Year and above – 296 hours per year
2. All PTO earned under this policy not used by an MOS may be paid in a lump sum at the time of termination or applied to early retirement on the pay period following their last day worked, at the MOS' request.
 3. On-duty Suspensions
 - a. The Chief may consider allowing an MOS to forfeit PTO time in lieu of being suspended from duty, at a ratio of 1½ hours of PTO time to one hour of suspension time, after it has been determined that an MOS violated policy, procedure, etc., and the Chief issues the reduction in PTO time as a form of discipline.
 - b. On-duty suspension time carries the same disciplinary impact as a regular suspension and should be viewed as such in the course of progressive discipline.
 4. MOS utilizing PTO for illness or injury must report it as such. MOS shall give notice at least one hour prior to the start of a scheduled shift. If PTO extends beyond two regular scheduled days or if a pattern of excessive absenteeism due to illness has been demonstrated over the most recent 12 month period (excluding FMLA), MOS may be required to provide a doctor's note to return to work.
 5. PTO will be scheduled or used on not less than one-hour increments.

C. Extended Illness Bank (EIB)

1. Employees hired before July 1, 2012 are eligible for the Extended Illness Bank (EIB). EIB can be used one time as follows:
 - a. For illness that does not require hospitalization, the first two consecutively scheduled workdays will be paid from the PTO. Starting the third consecutively scheduled workday, available hours in the EIB may be used to continue the MOS's regular pay. EIB hours shall not be used in computing overtime.
 - b. For catastrophic illness or injury requiring hospitalization, or outpatient surgery, or oral surgery, EIB may be used from the first hour of hospitalization and/or procedure and continue until

released by a physician to return to work.

- c. For recognized FMLA leave that an MOS has requested and filed all appropriate paperwork with H.R.
2. EIB may be donated to another employee in the form of the receiving employee's hourly rate of pay. Such donations can only be completed after the City officially recognizes a legitimate need, and posts a request for donations, and the employee has exhausted all PTO.
3. A medical return to work authorization is required and must be turned in to the appropriate supervisor before returning to work.
4. Employees hired after July 1, 2012 are not eligible for the EIB.
5. PTO, or EIB, may not be used in lieu of proper notice of resignation nor will it be considered to extend the MOS's last day worked.

ARTICLE 8 SENIORITY

A. Department Seniority - shall begin upon an MOS's date of hire within the division and continue to accumulate during the length of uninterrupted service. (A separation of service will be deemed to have occurred when an MOS moves from Police or 911 Communications to, or from, any other City department).

1. Department seniority shall be followed when selecting an MOS for overtime assignments.

B. Classification Seniority –

1. Police Officer

- a. Classification seniority shall begin upon the date of law enforcement certification as an employee with the Department.

2. 911 Communications

- a. Call taker classification seniority shall begin upon the date of hire as an employee with the Department as a call taker.
- b. Dispatcher classification seniority shall begin upon the date of hire as an employee with the Department as a dispatcher.

3. Classification seniority for higher ranking positions will begin on the most recent date of appointment to such position. Ties in seniority will be determined by total test scores, then by Department seniority.

C. Unit Seniority - is defined as the period of most recent continuous service in the MOS's same job classification but separate work unit, such as with the Traffic Unit, Investigations, SRO's, etc.

D. Seniority – Procedures

1. Downgrades in Position

- a. When an MOS is downgraded into another job classification, the MOS's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification.

2. Unit Seniority

- a. When an MOS maintains the same job classification but transfers to a different work unit, the MOS shall begin to accumulate unit seniority.
- b. Higher ranks have seniority over junior ranks within a unit.

E. Ties in Seniority

1. Ties in Department Seniority shall first be broken by total length of service with the City (date of hire) then by lot.
2. Ties in Classification Seniority for cadets shall first be determined by Department seniority, then by overall academy class standing.

3. Ties in Unit Seniority shall first be broken by Classification Seniority, then Department Seniority, then date of hire, then by lot.
4. A draw by lot shall be conducted during the MOS new hire process.

F. An MOS shall forfeit seniority rights only for the following reasons:

1. The employee resigned.
2. The employee is dismissed and is not reinstated.
3. The MOS is absent without leave for a period of five scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
4. The MOS fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report.

G. When an MOS is suspended and later reinstated, he/she shall not lose any seniority credit for any period of actual service. If however, he/she has been separated from service by resignation or discharge for cause and is again employed he/she shall not receive any seniority credit for service rendered prior to this separation from service unless reinstated after a grievance.

H. The City shall establish and maintain two seniority lists, one by Department Seniority and one by Classification Seniority.

1. Both seniority lists shall be updated July 1st of each year and on that date posted in the Department.
2. Copies of the two lists as posted shall concurrently be forwarded to the Association.
3. Any objections to the seniority lists as posted shall be reported to the Department personnel officer within ten days of the posting. Thereafter the list shall be deemed correct and MOS shall not be permitted to question the lists as posted.

**ARTICLE 9
TAKE HOME CAR PROGRAM**

- A.** Except as otherwise provided herein, the Department Standard Operating Procedures, providing for a Take Home Car Program, shall be adopted and followed.

**ARTICLE 10
DISCIPLINARY AND CORRECTIVE ACTION**

A. Contract Definitions

1. Administrative sanctions shall include suspensions; demotions, discharges or any actions affecting an MOS's property interest not to include take car home privileges.
2. Disciplinary action shall include written reprimands, and a loss of take home car privileges when issued as a form of discipline.
3. Corrective action shall include employee training, counseling, performance improvement plans, written warnings or verbal warnings. The purpose of corrective action is to provide the MOS an opportunity to improve his/her behavior or performance and conform to Department standards.

B. In the event an investigation has determined that disciplinary action or an administrative sanction is to be taken against an MOS, the MOS may request representation from the Association. Such representation shall be consistent with this agreement and Department Standards and Procedures - Internal Review & Hearing Board and Internal Investigations, or as subsequently amended with participation by the Association.

C. The Chief, or Chief's designee, shall notify, in writing, the Association President of any pending internal affairs investigation brought against an association member. Such notification shall not disclose any facts of the investigation or allegation, but merely the nature of the investigation or allegation. The notification shall also include any assigned investigative numbers and the name of the MOS under investigation. Information shall not be released when the nature of the investigation may jeopardize the investigation, for example, undercover investigations, in these cases the association President shall merely be notified that there is an investigation and no other information shall be given.

The Association agrees to indemnify, defend and hold the City harmless against any claims, demands, suits or any other form of liability that shall arise out of or as a result of any action taken by the City for purposes of complying with this section.

D. Representation

1. MOS shall be permitted to have an association member, of their choice, appear with them at any:
 - a. Administrative sanction, disciplinary action, interview or interrogation concerning allegations of misconduct, or
 - b. Corrective action where a formal meeting is required; and where the purpose of the meeting is to take any action other than verbally reprimanding an MOS when it is contemporaneous with the MOS's conduct.
2. The association member's role shall be limited to a witness that will remain mute. The association member may confer with the accused MOS.
3. Supervisors may question an MOS about misconduct without an Association representative in order to:
 - a. Obtain information for an initial supervisor's review, or
 - b. Verbally reprimand an MOS when it is contemporaneous to the MOS's conduct.

4. If an accused MOS becomes a disputant under Article 13, the disputant may be accompanied by a representative of his/her choice. The disputant and/or the representative shall have full rights of participation at any hearing or meeting conducted under the Formal Dispute Resolution Procedure.
- E.** Corrective actions shall be placed into an MOS's annual evaluation file. Corrective actions will be reviewed when preparing for an MOS's annual performance appraisal or at the time specified in writing.
1. However, written warnings shall be maintained in an MOS's annual evaluation file for one year and shall be expunged from the MOS's annual evaluation file when there has been no other similar corrective or disciplinary action placed in the file.
 2. Immediate supervisors shall review each subordinate's annual evaluation file bi-annually or when assigned a new subordinate. During this review, previous notations shall be evaluated to determine the level of an MOS's performance.
- F.** An MOS may request that corrective actions or letters of reprimand be removed from his/her personnel file after the time limits set forth so long as there has been no other similar action taken against an MOS within the specified time. The MOS shall draft a memorandum, through the chain of command, to Human Resources. HR will evaluate the request and the MOS's file.
1. After one year from the date a corrective action or letter of reprimand is placed in an MOS's permanent personnel file, and the violation was not a determination of misconduct, such as conduct unbecoming, truthfulness, use of alcohol or drugs, abuse of position, neglect of duty, etc. the corrective action or reprimand may be expunged from the file.
 2. If the first request is denied and after two years from the date a corrective action or letter of reprimand is placed in an MOS's permanent personnel file, the corrective action or reprimand may be expunged from the file when there has been no other similar action taken against the MOS.
 3. After three years from the date a corrective action or letter of reprimand is placed in an MOS's permanent personnel file the corrective action or reprimand shall be expunged from the file.
- G.** No supervisor shall be ordered to take administrative sanctions, disciplinary action or corrective action against a subordinate. In the event that two supervisors disagree on the proper action, the decision to take action shall be made at the higher level. If a subordinate MOS should have received administrative sanctions, disciplinary action or corrective actions, and his/her supervisor failed to take the proper action as required by the Department, then the Department may take appropriate corrective or disciplinary action against the supervisor for the failure to act.

**ARTICLE 11
INTERNAL INVESTIGATIONS**

- A.** To ensure that internal investigations and supervisory reviews are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognition of individual rights, the guidelines established by the Department Standard Operating Procedures - Internal Investigations and Review of Alleged MOS Misconduct, or as subsequently amended with participation by the Association, shall be followed.
- B.** A member who is the focus/target of an internal affairs investigation shall be notified in writing of the pending investigation, the allegation(s), the complainant, and of his/her right to meet and confer with the Association Steward, President or Board Member(s) for the purpose of obtaining assistance.
- C.** The employee may request a change of the assigned investigator prior to the onset of the investigation. The Chief shall make the final decision of preemptive dismissal of any investigator.
- D.** The City shall maintain the following files: (1) Annual File, (2) Internal Investigation, Citizen Complaint, and a Supervisory Review File, (3) Personnel File (in HR).

**ARTICLE 12A
FORMAL DISPUTE RESOLUTION PROCEDURE**

A. The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. Except as otherwise provided in Article 12B and in "The Public Employee Bargaining Act," Section 10-7E-1 *et seq*, NMSA, there shall be no other grievance or appeal procedures for MOS in the bargaining unit.

B. Definitions

1. "Dispute" means a formal written complaint by a covered MOS alleging that there is a violation of this agreement (i.e.; a matter involving the enforcement, application, or interpretation of this agreement), or a disciplinary action that results in discharge, demotion with a loss of pay or suspension. Disputes may be resolved at any step of the dispute resolution process, up to and including arbitration.
2. "Disputant" or "affected MOS" means a covered MOS or group of covered MOS, the Association or the City.
3. "Business Day" means a normal business day when City offices are open to the public and shall not include legal holidays or other times when the City offices are not open for public business.
4. "Time Limits" as referred to in this article shall mean ten business days, or as otherwise mutually agreed to in writing by the City and the Association or MOS.

C. Procedural Steps in the Dispute Resolution Procedure

Step 1 – The affected MOS may discuss the Dispute with the supervisor who initiated the action giving rise to the Dispute. This supervisor shall not consider a Dispute unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action, which precipitated the Dispute. The written dispute shall include the following:

Department
Job Title
Disputed action or inaction
Redress/remedy requested
Name of the Representative, and
Article/section if the Contract alleged to have been violated.

The purpose for the MOS putting the Dispute into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 2. The time limits for Step 2 will begin on the day following the meeting with the supervisor.

Step 2 – The affected MOS shall discuss the Dispute with the Chief or his designee. Although no written documentation of the content of the Dispute meeting is required, the date and time of the meeting itself shall be documented to establish that the appropriate time limits are being observed

Step 3 – If the Dispute is not resolved at the Step 2 level, the MOS may file a written appeal with the City Manager within the time limits requesting a dispute resolution hearing. The time limits for Step 3 will begin on the day following the meeting with the Chief, or his designee. The City Manager shall meet with the MOS and such other personnel, as he/she deems appropriate to resolve the dispute. The City Manager shall have ten business days immediately following the meeting to respond to the Dispute.

Step 4 – Formal Dispute Resolution Procedure: Disputes involving all Class 1 violations, as defined by

Standard Operating Procedures that have not been settled at Step 3 shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article. For the Class I Dispute, the time limits for requesting arbitration will begin upon receipt, by the Disputant, of the City Manager's decision. All requests for arbitration shall be delivered to the Human Resources Office. Once appealed, the Dispute must proceed as specified in the procedural steps listed below (Section C 1-5 and D 1-12 below) until a final disposition is reached. All dispute resolution filings shall include the information listed below:

Name of the Affected MOS;
Department;
Job Title;
Disputed Action or Inaction;
Redress/Remedy Requested;
Name of the Representative; and
Article and Section of the Contract Violated.

1. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of a request for a formal dispute resolution hearing, the City and Association, jointly, shall contact the FMCS and request a panel of seven (7) arbitrators. An arbitrator shall be selected through the process of alternately striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name.
2. The arbitrator shall render his/her decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this agreement. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees, expenses and costs equally.
 - a. In the event that a party raises the issue of arbitrability (e.g.; the City contends that the time limits have not been properly met or that the matter alleged to have been violated does not meet the definition of a "dispute" as defined herein), this issue shall be submitted to the arbitrator selected by the parties for resolution. In a final written decision, the arbitrator shall first address the issue of arbitrability; if there is a finding that the dispute is arbitrable, then the arbitrator shall rule on the merits of the case.
 - b. The parties may present relevant evidence (subject to the reasonable discretion of the arbitrator to admit hearsay evidence), testify and argue the evidence, confront and cross-examine adverse witnesses and request the arbitrator to order discovery of standard information required in the arbitration of disciplinary actions.
 - c. Witnesses shall be placed under oath before testifying.
 - d. Proceedings may be continued or recessed by the arbitrator in the interest of justice or for the convenience of the parties involved.
 - e. The arbitrator shall apply a "Just Cause" standard in disciplinary matters pursuant to the City's definition of "Just Cause".
3. An arbitrator shall excuse himself or herself from hearing a case in which the subject matter or circumstances are such as to seriously impede his or her ability to render an impartial decision.
4. The arbitrator shall not communicate with the parties or witnesses relating to the facts or subject matter of the case, except during the hearing, without the consent of the Association representative,

the Disputant, and the City' s representative.

5. The hearing shall be held within thirty days of assignment of an arbitrator to the case and a decision shall be rendered within thirty days of the hearing.

D. Rules of Procedure

1. If the City fails to comply with the time limits, the Dispute shall be considered automatically appealed to the next level.
2. If the Disputant fails to comply with the time limits as set forth at any level, the dispute shall be considered resolved and not subject to further review.
3. With the mutual written consent of the parties, the time limits for a review of a dispute at any level may be extended for a reasonable time to allow for a fair review.
4. A Disputant may be accompanied, represented by a representative of his/her choice and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure.
5. No reprisal or retaliation by any party to the Dispute shall be taken against a Disputant or participant as a result of participation in the processing of a Dispute.
6. The steps laid out in this Article represent the complete dispute resolution procedure available to a covered MOS. A covered MOS, acting individually, may present a Dispute without the intervention of the Association provided the Dispute has been processed in accordance with this Article. A covered MOS may not present a Dispute individually and then present the Dispute again with the intervention of the Association. The Association will not be responsible or assume any liability for any individual who may present a Dispute without the intervention of the Association. The Association shall be permitted to attend and participate in any Dispute meeting where an MOS presents a Dispute without the intervention of the Association. The Disputants may not reach a settlement that contravenes this agreement.
7. If a Dispute affects a group of two (2) or more covered MOS, or involves an action or decision by the City that has a system wide impact, the Association may submit the Dispute on behalf of the affected MOS. If the Association does submit such a Dispute, it shall do so at Step 2 of the procedural steps of the Dispute Resolution Procedure, within the time limits as described in Step 1.
8. The Disputants shall cooperate in any investigations that may be necessary and answer all questions truthfully. All disputes or investigations of MOS will be handled in accordance with the New Mexico Peace officer's Bill of Rights.
9. The City will furnish the Association, upon written request, specific information that is not privileged and that is relevant to the dispute, such as time sheets, disciplinary documents, performance evaluations, etc. The arbitrator shall decide any issue of privilege or relevance. All documents related to a dispute shall be maintained as a permanent file, unless the Disputants agree to purge the record as resolution to a dispute.
10. Any meeting of the Dispute Resolution Procedure shall be held during normal business hours, or at a time that is mutually agreed upon by the parties. Time in attendance at said meeting will be considered as time worked, except that a Disputant's time may be flexed to avoid the payment of overtime. This exception shall not apply to an authorized Association representative as set forth in Article 3. The current practice that treats time spent by MOS in internal investigation interviews and interrogations as time worked for the purpose of overtime computation shall be maintained.

11. As a condition of employment, MOS who can offer relevant testimony will be required to appear as witnesses in dispute resolution procedures when requested by any of the Disputants and time in attendance will be considered as time worked.
- 12.. The Public Employee Bargaining Act (PEBA) requires the parties to negotiate a grievance procedure culminating in final arbitration for all issues arising under this contract or any other terms and conditions of employment. The parties recognize this dispute resolution procedure is the only procedure available to employees covered by this agreement and is the exclusive remedy for the settlement of disputes pertaining to employment terms and conditions and related personnel matters pursuant to PEBA, section 10-7E-17F NMSA. Nothing in this section shall preclude the City or the Association from filing a prohibited practice with the Public Employee Relations Board pursuant to section 10-7E-19 NMSA.

**ARTICLE 12B
NON-ARBITRABLE COMPLAINTS**

- A. A "complaint" shall be defined as an appeal by a MOS of a written, reprimand, performance evaluation, or loss of a take home car as a disciplinary measure. Said complaint shall not be subject to arbitration as set forth in Article 12A; and shall be submitted and resolved according to the complaint procedure set forth below.
- B. "Complainant" or "affected MOS" means a covered MOS or group of covered MOS, the Association or the City.
- C. "Business Day" means a normal business day when City offices are open to the public and shall not include legal holidays or other times when the City offices are not open for public business.
- D. "Time Limits" as referred to in this article shall mean ten business days, or as otherwise mutually agreed to in writing by the City and the Association or MOS.
- E. Any written complaint shall include the following:
 - 1) Department
 - 2) Job Title
 - 3) Disputed action or inaction
 - 4) Redress/remedy requested
 - 5) Name of the Representative
- F. **Step 1** – The affected MOS shall discuss the complaint with the supervisor who initiated the complaint. This supervisor shall not consider a complaint unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action that precipitated the complaint. The purpose for the MOS putting the complaint into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the Complainant is unable to resolve the complaint, said complaint shall proceed to Step 2. The time limits for Step 2 will begin immediately following the meeting with the supervisor.
- G. **Step 2** – The affected MOS shall discuss the complaint with the Chief, or the Chief's designee. Although no written documentation of the content of the complaint meeting is required, the date and time of the meeting itself shall be documented to establish that the appropriate time limits are being observed. A non-arbitrable complaint shall be deemed resolved upon the decision of the Chief.
- H. **Step 3** (optional) - However, if there is an abuse of authority and upon extraordinary circumstances, the City Manager may or may not review the dispute after the Chief renders a decision.

**ARTICLE 13
USE OF FORCE**

- A. The Department Standards and Procedures governing the use of force and the reactive control model shall be followed.
- B. The affected MOS and immediate family shall be provided with counseling at the expense of the City.
 - 1. The affected MOS requests the counseling within 60 days of the incident.
 - 2. The counseling begins within 30 days of the request and is completed within one year of the request.
 - 3. The amount of the City's obligation does not exceed twenty-five hundred dollars per MOS/family per occurrence.
- C. The rights under the Peace Officer's Employee/Employer Relations Act, (29-14-1 NMSA) shall be followed.

ARTICLE 14
LEGAL PROTECTION

- A. Should an MOS be sued in a civil action for any allegation arising from the course and scope of his/her employment, the City shall defend and indemnify that MOS pursuant to the requirements of the New Mexico Tort Claims Act (41-4-1 NMSA 1978).
- B. The City shall not defend an employee in a criminal suit.
- C. In the event an MOS is sued in a civil action in which punitive damages are alleged, and the MOS was not personally served with the summons and complaint, it shall be the duty of the City to notify the MOS, in writing (either personally or through the Association representative), within five days of the receipt of the suit by the City Clerk's Office of the potential personal exposure of the MOS for punitive damages.
- D. Should an MOS have punitive damages awarded against them by a judge or jury and the MOS was acting within the course and scope of their employment, the City agrees to appeal that judgment, only when such judgment specifically names the City as a Respondent.
- E. For the purpose of this section and agreement, the phrase "course and scope of employment" means the lawful acts in which an MOS is requested, required, or authorized to perform by the City.
- F. Nothing herein shall have any effect on the appropriate application of any dispute under the New Mexico Tort Claims Act (41-4-1 NMSA 1978).

**ARTICLE 15
PROMOTIONS AND TRANSFERS**

- A.** The Department shall continue to offer promotions on an equal opportunity basis.
- B.** The Department shall maintain a fair and impartial promotional examination and transfer process to the ranks and positions including Lieutenant, Sergeant, PIO, Corporal (as long as the corporal position is still a valid promotional position), Detective, Communications Supervisor and Communications Shift Supervisor.
1. There will be three different types of examination processes.
 - a. A supervisory process that results in an increase in grade and salary. This will include a written examination, assessment(s), and oral board review.
 - b. A non-supervisory process that results in an increase in grade and salary. This will include assessment(s) and oral board review.
 - c. A transfer process that does not result in an increase in grade and salary. This may include assessment(s) but will include at least an oral board review.
 2. Bargaining unit MOS may only be promoted within their own job specialty, to include: Law Enforcement and Communications. This provision is not intended to include command MOS that oversee a specific Division, Bureau, Unit or Function.
 3. The Chief shall have the authority to temporarily place any MOS into any transferred or promoted position when such vacancy becomes available for a period not to exceed 90 days.
- C.** When the Department has authorization for a promotional position, and such position is available to be filled, the Chief will promote. The process for scoring and weighting shall be posted prior to accepting letters of intent, and the weighted average shall be used during the final scoring process. These standards shall minimally include:
1. The most recent performance appraisal that at least "meets expectations" where there are no performance criteria graded as "unsatisfactory" or no more than three "needs improvement";
 2. A disciplinary file that does not include demotion for the last two years (not to include a reduction in rank from a temporary exempt rank, spot promotion or other temporary promotion) or suspension for the last two years.
 3. For promotion to a corporal position, the MOS shall meet all of the following criteria:
 - a. The MOS shall be non-probationary starting on the beginning day of the testing process, and;
 - b. Have at least three years (36 months) of full time salaried law enforcement experience with the Department, and;
 - c. Meet and/or pass the following:
 - i) A validated written examination.
 - ii) An MOS must have a minimum score of 60% on the exam, in order to proceed to the assessment board. The written examination is worth 40% of the total score.

iii) An assessment board composed of two MOS from within the Department and three personnel from other entities. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist. The assessment shall:

(a) Include at least one skill assessment.

(b) The highest and lowest individual assessor scores will not be included in the overall score.

(c) The assessment board is worth 60% of the total score.

(d) MOS must pass each assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.

4. For promotion to a sergeant position, the MOS shall meet all of the following criteria:

a. The MOS shall be non-probationary starting on the beginning day of the testing process, and;

b. Have (1) one year's experience as a corporal, or the MOS shall have five years (60 months) of full time salaried law enforcement experience with the Department, and;

c. Meet and/or pass the following:

i) A validated written examination.

ii) An MOS must have a minimum score of 70%, or as otherwise indicated, on the exam in order to proceed to the assessment board.

iii) The examination is worth 40% of the total score.

iv) An assessment review board composed of two MOS from within the Department and three personnel from other entities. The Chief may use MOS in lieu of other personnel on the assessment review board when extenuating circumstances exist. The assessment shall:

(a) Include at least two skill assessments.

(b) Have the highest and lowest individual assessor scores not included in the overall score.

(c) Be worth 60% of the total score.

(d) MOS must pass each assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.

5. For promotion to a lieutenant position, MOS shall meet the following criteria:

a. The MOS shall be non-probationary starting on the beginning day of the testing process and:

b. Have held the position of a sergeant, during the last two consecutive years within the Department and have seven years of service with the Department, and:

c. Meet and/or pass the following:

i) A validated written examination. An MOS must have a minimum score of 60% on the exam in order to proceed to assessment board. The examination is worth 40% of the total score.

- ii) An assessment board composed of two MOS from within the Department and three personnel from other entities. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist. The assessment shall:
 - (a) Include all skill assessments.
 - (b) The highest and lowest individual assessor scores will not be included in the overall score.
 - (c) The assessment board is worth 50% of the total score.
 - (d) MOS must pass each assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.
 - (e) Chief's panel which will include the following three components: review of the MOS file, review of performance evaluations, and consideration of education level. The Chief's panel is worth 10% of the total score.

6. For promotion to a communications shift supervisor position, the MOS shall meet the following criteria:

- a. The MOS shall be non-probationary starting on the beginning day of the testing process, and:
- b. Have 2 years' experience as a dispatcher and two years of continuous service with the Department, and:
- c. Meet and/or pass the following:
 - 1) A validated written examination. An MOS must have a minimum score of 70% in order to proceed to the assessment board. The examination is worth 40% of the total score.
 - 2) An assessment board composed of two MOS from within the Department and three personnel from other communication centers. The Chief may use communications MOS in lieu of other personnel on the assessment board when extenuating circumstances exist. The assessment shall:
 - (a) Include at least one skill assessment.
 - (b) The highest and lowest individual assessor scores will not be included in the overall score.
 - (c) The assessment board is worth 60% of the total score.
 - (d) MOS must pass each assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.

7. For promotion to a communications Assistant Manager position, the MOS shall meet the following criteria:

- a. The MOS shall be non-probationary starting on the beginning day of the testing process, and:
- b. Have held the position of a communication shift supervisor during the last two consecutive years within the Department, and have seven years of service with the Department, and:
- c. Meet and/or pass the following:
 - 1) A validated written examination. An MOS must have a minimum score of 60% in order to proceed

to the assessment board. The examination is worth 30% of the total score.

- 2) An assessment board composed of two MOS from within the Department and three personnel from other communication centers. The Chief may use communications MOS in lieu of other personnel on the assessment board when extenuating circumstances exist. The assessment shall
 - (a) Include all skill assessments.
 - (b) The highest and lowest individual assessor scores will not be included in the overall score.
 - (c) The assessment board is worth 40% of the total score.
 - (d) MOS must pass each assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.
- 3) Chief's panel which will include the following three components: review of the MOS file, review of performance evaluations, and consideration of education level. The Chief's panel is worth 10% of the total score.
8. After the administration of the written examination, the Chief may reduce the minimum passing score to fill available positions. If the score is reduced by 5% and there are still no candidates that meet the new reduced standard, then the written test shall be re-administered.
9. MOS will be given one point added to their total final score for each year of completed service with the Department, up to five points total.
10. For non-supervisory positions that include an increase in pay or grade, such as PIO, the MOS shall be non-probationary and submit to assessment(s) and an assessment board process to be approved by the Chief.
11. For non-supervisory positions that do not include an increase in grade but may include additional compensation for on-call status, such as traffic unit, detective, or special services unit the MOS shall be non-probationary and submit to at least an assessment board process to be approved by the Chief.
12. For positions that do not include an increase in pay or grade, such as SWAT, the MOS shall be non-probationary and submit to at least an assessment board process to be approved by the Chief.
13. When there is a pending vacancy, the testing shall be conducted at least 30 days after study materials are posted but no later than 90 days.
- D. After the testing process, the candidates shall be placed in ranking order. The Chief shall select one MOS from among the three best-qualified candidates based on the total outcome of objective standards and testing. The remaining candidates shall be placed on a list in ranking order, and the rule of three shall apply for each promotion.
 1. The Chief may make the selection based on the following criteria:
 - a. Review of the MOS's personnel file,
 - b. Length of service,
 - c. Training and education, and

- d. Other criteria deemed by the Chief to be relevant.
- 2. The candidate list shall be posted for at least eighteen months, and it may be extended for an additional six months. An MOS receiving administrative sanctions while on a promotional list may be removed from the list.
- 3. If more than one position is to be filled at the same time then the seniority procedures as outlined in Article 8 will be used for the appropriate ranking.

E. Demotions and Transfers

- 1. MOS that are demoted or voluntarily transfer to a position of a lower grade will be reduced in salary in an amount equal to the corresponding increase or step.
 - 2. Court Security Officer and Front Desk Officer positions are considered transfer positions.
- F.** The Chief shall have the authority to transfer any member into or out of positions in specialized units such as positions of Community Relations, Investigations, SWAT, Traffic Unit, etc. Any additional pay will be removed when the member transfers out of the specialized units, effective the day of the transfer.
- G.** In the event the City wishes to reclassify a position within this bargaining unit as a result of a desk audit pursuant to City Personnel Policies, the City shall negotiate a memorandum of understanding with the Association establishing that position's job duties, wages, benefits and other terms and conditions of employment. In the event the parties determine that a reclassification will result in a promotion, the Department shall follow the procedures herein for making promotions.
- H.** The Department may only change testing companies once during a calendar year. The Department will post the change giving notice of any new study materials. If promotional testing is scheduled within 6 months of the change, the previous testing company will be used. If the Department changes testing companies, the minimum passing level for the written test score may be changed based upon national scores provided by the testing company.

**ARTICLE 16
REHIRE PROCESS**

- A.** A member in good standing who has separated from the Rio Rancho Police Department may be eligible to return, without undergoing the Department's selection process, only when the MOS has requested consideration and is re-employed within one year of the date of separation, or as otherwise stated in this article.
- B.** Any member who separates from the Police Department shall lose all seniority gained prior to their separation in the event the MOS is re-hired.
- C.** Retirees from other agencies may be hired by the Department at a rate of pay above that of a starting cadet. These persons may be hired at a rate of up to, and equal to, that of a current MOS in the same position with five years of service. The rate of pay will be determined by the pay scale in effect at the time of the hiring, or the average rate of current MOS with five years of service in the same position.
- D.** PERA retirees from the Rio Rancho Police Department may be hired back by the Department at a rate of pay above that of a starting cadet. These retirees may be hired at a rate of up to, and equal to, that of a current MOS in the same position with eight years of service. The rate of pay will be determined by the pay scale in effect at the time of the hiring, or the average rate of current MOS with eight years of service in the same position.
- E.** PERA retirees from the Rio Rancho Police Department who are re-hired within 120 days from their date of separation will return without a probationary period and shall adhere to the following conditions:
 - 1. PERA retirees are restricted from applying for or receiving positions within the Traffic Unit, and/or the Criminal Investigations Division for a period of two years from their date of re-hire.
 - 2. PERA retirees are excluded from the promotional process.
- F.** PERA retirees from the Rio Rancho Police Department who do not desire to re-hire with the aforementioned restrictions listed in subsection E. will have to adhere to the current Department hiring process.
- G.** Retirees will begin receiving their uniform allowance at the next quarterly scheduled disbursement following their date of re-hire.

**ARTICLE 17
FIT FOR DUTY ASSESSMENT PROGRAM**

- A.** It is mutually agreed that the Department Standard Operating Procedures Fit for Duty Assessment is a condition of continued employment. The Fit for Duty Assessment Program shall consist of four parts:
1. Physical fitness,
 2. Physical agility,
 3. Mental wellness, and
 4. Intellectual competency.
- B.** The physical fitness evaluation test shall be voluntary, based on the Cooper Institute standards based on gender and age and not on the single standard general population test. MOS shall be tested on all maximal tests. The exception will be in the 1 ½ mile run, the walk can be substituted for the 1 ½ mile run.
1. MOS shall only be tested once in a twelve-month period. The testing process will begin each June.
 2. MOS who cannot test due to a temporary illness or condition may test at a later date.
- C.** As an incentive to maintain high standards of fitness and wellness, MOS:
1. Who attain an average score of 90% or better on the annual physical fitness evaluation test shall receive a maximum of 100 hours of compensatory time per year.
 2. Who attain an average score of 87% but lower than 90% on the annual physical fitness evaluation test shall receive a maximum of 20 hours of compensatory time per year.
 3. Provided the MOS tests in June, the 100/20 hours of compensatory time shall be given in one lump sum on the first pay period in July.
 4. MOS may be permitted a maximum of 60 minutes to work out during their lunch hour while on duty, with supervisor approval.

- E.** The City recognizes that from time to time MOS experience personal problems that can affect their job performance. As a result, the City shall maintain the Employee Assistance Program.
 - 1. The Program is designed to assist MOS with personal issues in a confidential nature. At the discretion of the MOS, he/she may voluntarily submit to counseling and remain anonymous.
 - 2. The City may observe a decline in an MOS's job performance and have a reasonable basis to believe that it is due to personal problems. As a result, the City may order a Fit for Duty Evaluation.
- F.** The City shall provide for the appropriate training to ensure MOS's successful job performance. MOS shall give their full attention on the subject matter and be able to pass course work as prescribed by an instructor.
- G.** The Department will allow Department appointed physical fitness representatives 10 collective hours a month to aid MOS with workout programs and diet consultation.
- H.** A four hour block of annual training will be incorporated in the required training blocks for MOS to be educated in fitness and diet.

ARTICLE 18
INJURIES

- A. The City shall provide workers compensation benefits to members of the Department as currently provided.
- B. The Department may afford selected MOS with limited work duties for special assignments, pursuant to the Departments Standards and Procedures - Limited Work Duties for Special Assignments.
- C. The City shall provide full regular pay to MOS injured on the job for the entire seven day waiting period, as described under the New Mexico Workers' Compensation Act, until the commencement of temporary, total or partial disability or the MOS's return to work, whichever is earlier. This pay will be provided without deductions from the MOS's accrued leave or the EIB. If the MOS is disabled for more than thirty days, and payment for the waiting period is made by the City's workers' compensation insurer, then the MOS will reimburse the City for the previous payment.

ARTICLE 19
INOCULATION AND IMMUNIZATION

- A.** The Department shall provide Hepatitis B inoculations to all emergency response MOS.
- B.** The Department shall provide Hepatitis A inoculations to all emergency response MOS.
- C.** If an MOS is exposed to a contagious disease or hazardous material while performing his/her duty, such exposure must be documented by the MOS and the first line supervisor. In such events, the City agrees to pay the expense for inoculation, immunization and health care incurred by the MOS.

**ARTICLE 20
ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE**

- A.** The Department Standards and Procedures - Drug Testing Program, shall be adopted and followed.
- B.** Statement of Principle: The City and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job, or for so-called "recreational" purposes, or otherwise, adversely affects job performance, constitutes a serious threat to the health and safety of the public, to the safety of covered MOS, and to the efficient operation of the Department. In recognition of this principle, the following procedure shall apply.
- C.** When a reasonable suspicion has been developed to lead either a supervisor at the Sergeant level or above, or a dispatch supervisor, to believe that an MOS has used and/or is under the influence of illegal drugs and/or non-prescribed prescription drugs and/or alcohol, the supervisor may order analysis of the concerned MOS's bodily fluids (blood, urine, etc.) and/or breath analysis for the exclusive purpose of detection of the use of illegal drugs and/or alcohol. The Chief or designee will be notified that such analysis was ordered as soon as possible. If an MOS refuses to take the ordered test, the MOS's employment will be terminated. If an MOS tests positive on the ordered test, the Department will initiate the investigative process.
- D.** The Department shall bear the cost of all such analyses, including a retest, should the concerned member contest the results of the initial analysis.
- E.** The Department may also conduct random testing of MOS on a Department-wide basis for the purpose of detecting the possible use of illegal drugs and/or non-prescribed prescription drugs. Members who refuse, or test positive on, a random analysis shall be immediately terminated.
- F.** The City shall also provide testing of MOS that are involved in an on-duty vehicle crash consistent with City policy or at the request of the MOS.

**ARTICLE 21
UNIFORMS**

A. The City will pay each police officer a quarterly uniform allowance for the purpose of purchasing all uniforms, related accessories and minor equipment as listed. The purpose of the uniform allowance is to cover the actual cost of uniforms, equipment, dry cleaning maintenance and professional repair.

B. Uniform Allowance

1. Police officers shall receive \$250.00 each quarter (\$1,000 annually).
2. Evidence Technicians shall receive \$105.00 each quarter (\$420 annually).
3. Police officers shall be awarded their badge upon retirement with 15 or more years of service with the City of Rio Rancho.

C. Uniform and Equipment Standards

1. Eligible MOS shall be responsible to maintain minimum uniform and equipment standards, to include quantity and appearance, as established in writing by the Chief.
 - a. Standards shall include that MOS maintain their uniform appearance to Department specifications to include proper fit, wear and tear, cleanliness and style. Administrative corrective action, to include suspension of uniform allowance, may be initiated for lack of compliance.
 - b. Police officers assigned to uniform patrol functions shall maintain a minimum of two summer uniforms (pants and shirt) and two winter uniforms (pants, shirt, tie) plus a complete set of related minor equipment for their specific assignment.
 - c. Detectives and administrative sworn MOS shall maintain a minimum of one full summer uniform plus a winter uniform (pants, shirt and tie) plus a complete set of related minor equipment for their specific assignment.
 - d. MOS with assignments requiring special uniforms, such as bike officer, GET, etc., shall maintain sufficient uniforms to perform that function.
 - e. MOS are not precluded from having appropriate additional uniforms.
2. MOS are responsible for alterations, repairs, and replacement of lost, or damaged, minor equipment and uniform items.
3. If the Department establishes standards as to make, model, material, etc. of uniforms, a copy of such standards shall be supplied to the Association.

D. Uniform Ownership

1. All uniforms and minor equipment as listed in subsection H, currently issued to an MOS shall remain in possession of the MOS and shall become the property of the MOS.
2. Any uniform or equipment items purchased by an MOS shall remain the property of the MOS upon separation from employment or as indicated by a specific uniform and equipment contract.
3. Items listed in subsection G will be returned to the Department upon separation from employment with the exception of G 10 (motorcycle boots).

E. If the Department changes any patch design or badge, the Department shall pay for the cost of affected uniform changes.

F. Any items not specifically listed as provided by the Department, shall be considered to be the responsibility of the MOS to provide from the uniform allowance.

G. Uniform and Equipment to be provided by the Department:

1. Radios - mobile and portable
2. All firearms to include qualification and duty ammunition, unless a private firearm is used
3. Uniform brass items (collar insignia, badges)
4. **RRPD DPS** shoulder patch, breast badge, and supervisory insignias
5. Specialty award pins
6. SWAT Specialized Safety Equipment such as tactical ballistic vest (level IIIa with level III++ armor plates minimum), ballistic helmet, gas mask, radio headset, tactical nylon gear (MOS allowed one change), protective eyewear, fire retardant jumpsuits, nomex gloves and balaclava, knee and elbow protection
7. Items related to CLAN Lab
8. Peppermace
9. Ballistic vest (level II or level III A, brand and model to be determined by the Department) (minimum of Level II). MOS may elect to upgrade from Department model, at MOS's own expense, provided the upgrade meets any Department specifications
10. Motorcycle boots
11. Motorcycle helmets
12. Headsets provided to each Communications' Operator and Communication Shift Supervisor
Handsets will be provided once a year
13. Protective motorcycle jackets (one jacket per motor officer provided funds are available in the TSEEF)
14. Protective motorcycle gloves (provided funds are available in the TSRRF)
15. Latex gloves, spit shields and sharps containers
16. Ballistic helmet and gas mask for Special Response Team (SRT)
17. Reflective safety vest

H. Uniform and Equipment to be provided by the MOS:

1. All footwear (except leather motorcycle boots)
2. All leather gear (to include Sam Browne, holster, etc.)
3. Handcuffs/case
4. Flashlights and related supplies
5. Peppermace carrier
6. Expandable baton and carrier
7. Headgear and related items
8. All coats and jackets
9. Pants
10. Shirts - long and short sleeved
11. Ties and mock turtleneck.
12. Undergarments
13. Motorcycle Uniform - (pants, shirt, boots, gloves, protective coat, eye protection, etc.)
14. Gang Enforcement Team Uniforms - (fatigue pants, polo-shirt, jacket, etc.)
15. Academy Training Uniforms
16. Honor Guard Uniforms
17. Alterations, cleaning, repair and replacement

**ARTICLE 22
DAMAGED, LOST OR STOLEN PROPERTY**

A. Uniforms and Equipment

1. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items are damaged or stolen.
2. Personally Owned Items
 - a. Personally owned items that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items were clearly damaged while MOS was engaged in the performance of duty and there was no negligence on the part of the MOS, or if the MOS was negligent, the contributory negligence was less than other contributing factors.
 - b. Personally owned items that may be reimbursed for damage are: prescription eyeglasses, handcuffs, ASPS and holders, watches, micro-cassette recorders, flashlights, webbing, helmets, eye and hearing protection, multi tools, knives, carry-all bags, boots or shoes, or other items that are mutually agreed upon by the City and the Association as determined on a case-by-case basis not to exceed \$250 per item. Any item above the \$250 limit may be considered for reimbursement on a case-by-case basis at the discretion of the Chief or Chief's designee.
3. This section is not intended to be used to replace old worn out items.

B. Procedures

1. The Department may replace such items at the lesser of the item's fair market value or the purchase price of the item that would be paid by a reasonable and prudent MOS buyer.
2. When the member requests reimbursement of damaged equipment, the member must deliver the damaged item to the Administrative Assistant for inspection with a report outlining the circumstances relating to the damaged item(s). The report shall also include documentation on the value of the damaged item(s), such as receipts or catalog information.

**ARTICLE 23
ACCIDENTS**

- A.** The Department Standards and Procedures – Crash Review Board shall be adopted and followed. Monetary damage values will be updated upon contract ratification.
- B.** MOS shall be accorded due process rights in accordance with the Department Standards and Procedures, section III-3-7 when an administrative sanction is recommended.

**ARTICLE 24
FIREARMS**

- A.** The New Mexico Law Enforcement Training Center guidelines pertaining to the training, issuance and qualification of Public Safety Officers (officers) for the use of firearms and the Department Standards and Procedures - Carrying of Firearms shall be adopted.
- B.** Because the carrying of a firearm is a bona fide occupational qualification for Officers, it is imperative that officers maintain the ability to qualify with firearms and, furthermore, comply with the provisions of Federal, State and local regulations pertaining to firearms. The Department may suspend or terminate employment as a public safety officer in the event the officer violates said regulations; or fails to qualify with his/her authorized firearm to standards approved by the New Mexico Law Enforcement Training Center and Department policy subject to the grievance procedure herein.
- C.** Officers may request authorization to carry, and qualify, with a privately owned firearm, via written request through the chain of command to the Chief.
1. At the officer's expense, officers shall submit the Department form that an independent, certified firearm armorer has inspected the firearm, and it meets all manufacturer specifications and has not been mechanically modified.
 2. Upon approval, the Department shall schedule the qualification within thirty (30) days in order for the officer to demonstrate proficiency.
 3. After the officer qualifies with a privately owned firearm, the officer shall turn in his/her Department issued firearm.
- D.** Prior to any officer receiving authorization to carry a privately owned firearm while on-duty, the officer shall sign a consent form that states as follows:
- I, (Name of officer), recognize that my privately owned firearm, (Firearm description and serial number), approved for use by the City, shall be considered the same as a City owned firearm for the purpose of any administrative or criminal investigation into the discharge of my firearm while in the scope of employment. I further agree and consent to the City taking and maintaining custody of my firearm for the duration of any investigation.*
1. Officers will be re-issued a Department firearm when their privately owned firearm is taken into custody by the Department. However, the Department reserves the right not to issue another firearm when the Department has cause to believe that the officer may use the firearm for other than its intended purposes.
 2. When issued a Department firearm or using a privately owned firearm, officers shall be responsible to have the appropriate leather gear that meets Department specifications.
- E.** Repair, replacement and maintenance of privately owned firearms, and its appropriate leather gear that meets Department specifications, is the responsibility and expense of the officer.

ARTICLE 25
FUNERAL AND BURIAL EXPENSES

- A. The City agrees to pay a one-time payment of ten thousand dollars (10,000.00) to the surviving family of any employee killed in the line of duty, to defray the cost of funeral and burial expenses.
- B. The arrangements and burial shall be of the deceased employee's family choosing.
- C. The deceased employee's immediate family shall be provided with counseling at the expense of the City. The deceased employee's family must request the counseling within thirty (60) days of the incident. The counseling must begin within thirty (30) days of the request and be completed within one (1) year of the request. The amount of the City's obligation shall not exceed twenty-five hundred dollars \$2,500.00 per family.

ARTICLE 26
HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT

A. Health, Life and Dental

The City shall agree to maintain the City's contribution to the cost of both MOS and family health, life and dental insurance at current levels during the life of this contract. The City shall not make any changes in the current coverage or carrier without meeting and conferring with the Association.

B. PERA

1. Law Enforcement MOS – PERA Municipal Police Plan 5 with the 75% contribution shall be retained.
2. Communications & Evidence Technician Employees MOS – PERA Municipal Plan 2 with the 75% City contribution shall be retained.

C. During the life of the agreement, the City and Association will, consistent with PERA regulations, study the feasibility of placing Communications in PERA Municipal Police or Fire Plan 5 or a new plan if passed by the legislature.

**ARTICLE 27
COURT TIME**

- A.** MOS shall be required to appear in judicial and administrative courts of law for adjudication of offenders or as otherwise requested. In such cases, the court shall deliver notice to an MOS by subpoena, court docket, witness list, in person, by email, or by telephone.

- B.** When an MOS is required to appear on his/her regularly scheduled time off, he/she shall be paid at the appropriate overtime rate.
 - 1. MOS shall be guaranteed a minimum of two hours at the appropriate overtime rate per day for appearing at a trial(s), judicial conferences or hearing(s).

 - 2. The time shall begin when the MOS notifies Communications that he/she is en route to said trial/hearing and the MOS is within the City Limits. The time will end at the conclusion of the trial/hearing plus travel time for the MOS to return home or leave the City limits.

- C.** MOS shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the MOS. MOS shall not receive the two hours of overtime pay for time the MOS is held over in court concurrent with a regularly scheduled shift. Such time will be considered straight time and included in the 43 hour calculation for overtime.

**ARTICLE 28
SPECIAL COMMITTEES**

- A.** The Department shall maintain special committees for the purpose of input and advice. Issues can include, but are not limited to, equipment, uniforms, radio and communications, , etc.
- B.** When the need arises, the Chief shall appoint a special committee. The Chief shall first appoint a chairperson who shall be responsible for the orderly operation and supervision of the committee.
 - 1. The chairperson and/or the Chief shall then select member(s) for the committee. The selection shall be based on education, training, skill, etc.
 - 2. The Association President shall select one member for the committee. The selection shall be based on education, training, skill, etc.
 - 3. Association participation on special committees shall not be considered a substitute for bargaining on those issues of mandatory bargaining.
- C.** After researching, analyzing, and/or developing ideas, the special committee shall document its findings and submit a final recommendation to the Chief.

**ARTICLE 29
STANDBY AND ON-CALL**

- A.** At its discretion, the Department may select certain MOS with the expertise to adequately handle foreseeable emergencies and place them on an "on-call" or "standby" status. On-call or standby MOS may be issued pagers or mobile telephones for convenience and ease of contact while on-call and such time shall not necessarily be compensable time. However, if employees are required to remain at their residence or a Department facility while on-call or on standby the MOS shall be compensated for actual time on-call at his or her regular rate of pay.
- B.** Only an MOS of the rank of Captain or higher may be authorized to place an MOS on standby.
- C.** Should an MOS be placed on standby but is not normally issued a take-home vehicle, such MOS may be issued a take-home vehicle while on standby.
- D.** The Department may maintain "on-call" lists as needed. While on-call, MOS shall respond to any page or call within 15 minutes.
- E.** The traffic unit and investigations unit shall maintain on-call rosters. MOS shall be designated on-call during their off duty hours on a rotational basis to allow for equitable on-call status on an annual basis. The on-call status shall be assigned for seven consecutive days starting at Monday at 0800 hours. Only one MOS shall be assigned to the on-call status at any given time. On-call MOS shall be compensated as follows:
 - 1. Traffic Unit – MOS shall receive 4.5 hours of compensatory time for each seven-day period the MOS is designated as the on-call traffic investigator.
 - 2. Investigations Unit - MOS assigned to the investigations division shall receive 3 hours of compensatory time for each seven-day period the MOS is designated as the on-call detective.

**ARTICLE 30
EXTRA DUTY AND CHIEF'S OVERTIME**

- A.** When available for police or communications duties, the City shall offer extra duty, and/or Chief's overtime, opportunities, only to Rio Rancho Police-Dispatch MOS. The Department shall post a list of date(s) and time(s) soliciting qualified MOS.
1. Chief's Overtime Definition: Overtime details contracted with another entity for police service contracted as Chief's Overtime.
 2. Extra Duty Overtime: Extra Duty assignments, paid for by grant dollars, include but are not limited to: Operation DWI, Operation Buckle Down, Sandoval County DWI, Drug Enforcement Agency, Middle Rio Grande Valley Task Force, Gang Enforcement Operations, Selective Traffic Enforcement Programs and Traffic Safety Education and Enforcement. The agreements with other entities may establish criteria and standards which will be adhered to.
- B.** Offers of extra duty and chief's overtime shall be made to qualified MOS by seniority.
1. MOS shall be limited to eight extra duties, and/or Chief's overtimes, per month, but not to include minimal assignments. Minimal assignments are those that are scheduled for 1.5 hours or less per assignment.
 2. Police Officers and Dispatchers shall not work, whether classified as normally scheduled time or other work time, more than 15 hours per 24 hour time period. This time may be extended by two hours when the MOS is not scheduled to work the following day and when no other MOS has submitted a request to work.
 3. MOS shall not work too many hours of extra duty assignments when it compromises their regular scheduled work performance.
- C.** In order to maintain the efficiency of the Extra Duty and Chief's Overtime Program, the Department requires that an MOS contact, and secure, an alternate MOS prior to 36 hours of the scheduled start time of the detail. If the MOS fails to secure an alternate MOS outside of the 36 hours, then this will be considered a missed overtime opportunity unless there are extenuating circumstances. Extenuating circumstances will be determined on a case-by-case basis, by the supervisor in charge of Department overtime. After two such missed overtime details, the MOS will not be eligible for overtime details for a minimum of six months from the date of the last missed detail.
1. MOS that cannot work an assignment after they have been scheduled shall first use the posted alternate list to find a replacement then contact the supervising MOS when practical.
 2. If a list is not posted, the MOS shall contact the supervising MOS who then shall find a replacement.
 3. If MOS does not secure an alternate prior to 36 hours then documentation must be sent to the supervisor in charge of scheduling overtime detail.
- D.** Whenever it is anticipated that an event will result in extra duty assignments that will significantly impact Communications, additional Dispatch MOS will also be offered an extra duty assignment. The number of additional Dispatch MOS needed will be based on the anticipated impact to communications, and will be approved by the Chief or the Chief's designee.
- E.** Generally, when scheduling Extra Duty and/or Chief's Overtime, MOS are given advance notice, via memorandum, and asked to participate in the specific event. However at times, entities require immediate or specific MOS. In this case, the Department may schedule MOS without adhering to these

procedures.

- F. The rate of pay to an MOS for a Chief's Overtime assignment shall be \$33.50 per hour for each hour worked at the assignment. The change in rate will be in effect for all contracts requiring Chief's overtime that are entered into after this Agreement is signed. The rate will not change for any current contracts/agreements, unless such contract provides for a rate increase.
- G. The rate for Extra Duty Assignments will be at time and one-half for each hour worked at the assignment.
- H. In the event that an overtime detail requires 10 or more MOS, an MOS at the rank of Lieutenant or above shall supervise that detail.

**ARTICLE 31
ASSOCIATION AND CITY COMMUNICATIONS**

- A. Access by Non-Employee Association Representatives:** Upon authorization by the Chief, non-employee Association representatives will be given access to work locations during work hours to investigate and process disputes or post bulletins on the bulletin board(s) without unreasonable interference with MOS work. The Association shall give the Chief a written list of such authorized Association representatives. Only those people whose names appear on the current list shall be granted access under this provision. The Department may conduct a background investigation, and as a result, may deny the Association's request. Authorization by the Chief shall not be unreasonably withheld.
- B. Access to Recruits:** The City shall give each recruit an information brochure on Association benefits during their orientation with the City provided that the Association provides such brochure.
- C. Access to City Information:** The City shall make available to the Association upon its reasonable request any non-privileged information, statistics and records in the City's possession, which are relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.
1. When requesting information, the Association shall complete the necessary documentation and forward its request to the City Clerk's Office.
 2. The Association agrees to pay the cost incurred in the compilation of information they request, if applicable.
 3. The City agrees to furnish the Association one copy of all future amendments and revisions to SOP and City Policy.
- D. Access to City Communication System:** The City's interdepartmental messenger service, including City e-mail and pagers, may be used for individual business-oriented communication between MOS represented by the Association and the paid staff of the Association and such MOS, provided that paid staff of the Association shall pick-up and deliver all written communications outside the City's normal distribution route. The Association understands the continuance, or discontinuance, of the interdepartmental messenger service is a matter within sole discretion of the City, and the Association agrees to abide by the rules and regulations of the City system.
- E. Access to Mailboxes:** The City agrees to provide a mailbox for each MOS of the bargaining unit without an office.
- F. Bulletin Board:** The Department shall provide spaces at each of the Department of Public Safety stations for the Association to post notices. Barring emergency circumstances, these notice spaces shall be clearly visible and accessible to all MOS.
1. Should the Association decide to utilize any of these spaces, the Association shall provide a bulletin board, including any and all parts thereof, to extend no larger than the space provided. City personnel shall handle installation of the board(s).
 2. The Police Department shall provide the Association with wall space at the following locations:
 - a. Three (3'x4") spaces at 500 Quantum Road, to include the briefing room, investigations and communications,
 - b. One (3' x 4') space at each substation.
 3. The bulletin board may be used for the posting of recreational and social affairs of the Association,

Association meetings, Association elections, reports of Association committees, Association newsletters, reports of Association meetings, rulings or policies of the state or national associations, legislative enactments and judicial decisions affecting public employee labor relations.

4. The bulletin board may not be used by the Association for the posting of political statements; campaign material; material that can adversely affect City employees or material that is derogatory or inflammatory regarding City employees, elected officials or appointed officials. In the event that there is a dispute as to posted material, the material shall be immediately removed from the bulletin board. The dispute shall be resolved through the Dispute Resolution Procedure

G. Special Conferences: The Department and Association may confer upon matters of mutual concern. These conferences may be requested by either the Association President or Police Chief and shall be governed by the following:

1. The conference should take place within five business days after requested, unless otherwise agreed.
2. The Chief shall establish the conference place, time and day.

ARTICLE 32
STANDARDS, POLICY AND PROCEDURES

- A.** The parties acknowledge the necessity to modify Department standards, policies and procedures from time to time as needs dictate. Nothing in this agreement shall be construed to prevent the Department from making such changes, consistent with this agreement. The Association shall appoint a representative to represent the members' interests on a policy review committee prior to the enactment of such changes. The City agrees to provide, upon request, the Association's representative with resource materials, studies or data relating to the merits of the proposed change prior to any meeting with the City.
- B.** All conditions or provisions of City Policy or Department SOP beneficial to employees, or which affect wages, hours or working conditions, now in effect which are not specifically provided for in this agreement or which have not been replaced by sections of this agreement shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Association.
- C.** The City agrees to furnish the Association President with notice of the City's intention to make changes in City or Department policies and procedures that would affect the working conditions of employees. If the Association does not respond within seven (7) working days of the receipt of such notice, the City may assume that the Association does not wish to meet and confer over such changes.
 - 1. All notices, requests, data or other information required to be provided by the City and/or Department shall be provide in writing to the Association President. All notices or information provided to the Association President shall deem to have been received by the Association.
- D.** The City may not create policies and procedures that violate the 4th, 6th or 8th Amendments of the United States Constitution.
- E.** This section does not limit the Chief from publishing SOP interpretive memorandum.

**ARTICLE 33
SPECIALTY PAY**

- A.** MOS who are called out to work in any specialized capacity outside of their normal assigned police function, shall be paid compensation at time and one-half their regular rate of pay for all time worked in that capacity (excluding training which shall be paid in accordance with the Training Section of this agreement).
- B.** A finder's fee of one regular day off to be taken within one year shall be awarded to any MOS that recruits a certified dispatcher or police officer to be employed within the Rio Rancho Department of Public Safety within their respective field.
1. The day off is to be awarded after said employee is hired and successfully completes the FTO process.
 2. MOS assigned to the Training Division, or deployed to a recruiting assignment, are not eligible for the day-off award.
- C. Field Training Officers**
Field Training Officers in DPS will be compensated while performing that function at a rate of \$25.00 per pay period. MOS must have attended, and successfully completed, an accredited field officer training program in order to receive the specialty pay.
- D. Field investigators**
Field investigators will be compensated at a rate of \$25.00 per pay period. Field investigators must have attended, and successfully completed, an accredited field investigator course, and must be currently utilized as a field investigator in order to receive the specialty pay.
- E. Hazardous Duty**
MOS assigned to the motorcycle unit, or SWAT, will be compensated for hazardous duty at the rate of \$25.00 per pay period. MOS assigned to both SWAT and motorcycle unit will only be compensated for one (1) hazard duty.
- F. Police Canine Handlers**
1. Except as otherwise provided below, the City shall compensate only assigned, currently active canine handlers forty-five minutes (0.50 hr x 1.5 = 0.75 hours) compensatory time for each day in which a police canine is in the care of the assigned handler for time spent by the assigned handler caring for the canine while off-duty.
 2. For scheduled workdays and at shift supervisor discretion, the 0.75 hours shall be compensated in the form of a late arrival or early departure from scheduled shift and appropriately recorded on the time accountability form
 3. When a canine handler is required to work their entire ten-hour scheduled shift without a late arrival or early departure, "K9/0.75" shall be placed in the "Other" area on timesheets and accrued as compensatory time.
 4. For scheduled days off and PTO when the canine is in the assigned handlers care, "K9/0.75" shall be placed in the "Other" area on timesheets and accrued as compensatory time.
 5. Canine handlers shall not be compensated the 0.75 hours when the canine is boarded at an approved facility or is not in the care of the assigned handler.

- G. When an MOS is no longer assigned to a special unit, any specialty pay will be removed at the time of the transfer out of the specialized capacity.

**ARTICLE 34
SHIFT BID**

- A.** The Patrol Section and the Communications Division shall conduct semi-annual shift bids. However, special units, such as the Traffic Unit, may be exempt from the bid process, or the unit may have its own bid, when its mission specific objectives require deployment outside normal work times. The Chief may authorize, at his/her discretion, approval for any other division or unit of the Department to conduct shift bids. In the event such approval has been given, shift bids shall be based on the following, in order of priority:
1. The Patrol Section and the Communications Divisions shall bid semi-annually, which will take effect the first Monday of March and September of each year.
 - a. The Communications Division shift bid page will include a listing of all available shifts noting any of those that are closed due to staffing levels.
 2. Bid Positions
 - a. There shall be an open bid for Patrol and Communications. However, in the event the open bid system does not provide for an appropriate allotment of trained MOS then the Chief may incorporate a bid system that provides an appropriate allotment of specialized MOS per shift.
 - b. Upon mutual agreement between the Chief and the Association, there may be exceptions to the bid positions due to a legitimate and temporary hardship, and as such, these positions may become non-biddable.
 3. The bidding shall be based on the classification seniority date.
 4. The bidding shall pertain to shift and days off.
 5. The bidding process may be amended upon mutual consent of the Chief and the Association President.
- B.** Post Bid Procedures
1. After shift bids have been completed, and MOS have been assigned shifts and days off, any MOS who transfers from another shift at that MOS's request may not bump another MOS from his/her days off or shift on the basis of seniority;
 2. If an MOS is transferred at the Department's initiative, he/she may bump on the basis of seniority, providing such transfer was not disciplinary in nature. Other MOS affected by this bumping may, in turn, bump others based on seniority;
 3. Should a position become available on a shift after the shift bidding has taken place, the position may be filled by assignment, offered to MOS according to seniority or left vacant according to the needs of the Department.
- C.** For the purpose of providing, maintaining and securing the public safety needs to the citizens of our community, the Department shall maintain appropriate and reasonable staffing levels of public safety personnel. Staffing levels shall be authorized by the Chief and established for the Patrol Section, and Communications Divisions. The Department will furnish written notice to the Association President of such staffing levels.

**ARTICLE 35
COMPENSATION**

A. Fiscal Year 14 Base Pay

For FY14, Bargaining Unit Members shall receive a one-time cash disbursement equal to 2% of their base pay upon approval of this agreement.

B. Pay Study – Base Pay

The City of Rio Rancho has conducted a classification and compensation study. As such, the amounts as suggested by the city will be effective on the pay period beginning February 24, 2014 (pay date March 14, 2014). The parties shall meet each February to bargain for the following fiscal year (since the agreement will be ratified after February 2014, the parties shall meet as soon as possible for FY 2015 financials).

C. Placement Level Chart

The following Placement Level Chart is representative of the former contract step increases. It will be used for the placement of MOS when hired and when an MOS moves to a new position. MOS other than Sergeants and Dispatch Supervisors will receive a 5% increase for promotions or will move to the next highest step, whichever is more favorable. MOS promoted to Sergeant and Dispatch Supervisor will receive a 10% increase or will move to the next highest step, whichever is more favorable. The Placement Level Chart will be used for hiring and promotional placement only, and is specifically not to be used for or considered as a longevity step program, but will be used as a reference for subsequent financial negotiations. MOS above the chart for their position remain at their current rate unless adjusted in subsequent contract years.

Placement Level Chart

Communications Division											
Hourly rate - average annual work hours are 2,080											
Grade	Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
C1	Call Taker	12.38	13.43	13.97	14.52	15.11	15.71	16.34	16.98		
C2	Dispatcher	15.49	16.12	16.76	17.43	18.14	18.85	19.60	20.39		
C3	Dispatch Shift Spvr			17.78	18.46	19.18	19.90	20.67	21.46	22.29	23.14

Placement Level Chart

Law Enforcement Division									
Hourly rate - annual work hours are 2,080									
Grade	Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
C2	Evidence Tech.	15.49	16.12	16.76	17.43	18.14	18.85	19.60	20.39
PS1	Cadet	17.39*							
PS2	Police Officer		19.66	20.45	21.26	22.11	23.00	23.92	25.03
PS3	Corporal/Detective			21.68	22.54	23.45	24.39	25.37	26.06
PS4	Sergeant				24.78	26.08	27.46	28.56	29.99

*Non-union position

- D. Detective positions are considered a lateral transfer with a stipend attached to their base salary. Upon leaving a Detective position, the MOS shall be placed back into the officer placement level.

- E. The Special Services Unit within CID are considered a lateral transfer with a 5% stipend attached to their base salary. Upon leaving the position, the MOS shall be placed back into the officer placement level.

ARTICLE 36
SHIFT DIFFERENTIAL PAY

- A.** MOS assigned to late swing shift, or graveyard shifts, on a permanent basis according to the shift bid, shall receive the following shift differential pay:
 - 1. Late Swing Shift – MOS shall receive \$25.00 per pay period.
 - 2. Graveyard Shift – MOS shall receive \$30.00 per pay period.
- B.** Shift differential pay does not apply to MOS working a temporary assignment, an overtime assignment, or a light-duty assignment; it only applies to those MOS permanently assigned to the late swing shift or graveyard shift per the shift bid process.
- C.** If an MOS is temporarily assigned to a day, or early swing shift, and moved at the direction of the Department, the MOS shall retain the shift differential pay if the temporary assignment is for no longer than 30 days. If an MOS is permanently reassigned at the direction of the Department, or at the request of the MOS, the Shift differential pay shall be added or deleted accordingly.

**ARTICLE 37
STAFFING**

- A. The City and the Association agree to meet and discuss reasonable alternatives to increase Department staffing in future years.
- B. If it is mutually agreed upon, a proposal or plan may be written.
 - 1. Any proposal or plan shall be based on sound resource allocation models and principles that take into account the specific needs of the City of Rio Rancho, and historical public safety data.
 - 2. Any proposal or plan shall be submitted to the Chief for review. The Chief shall determine whether or not to submit the proposal or plan to the City Manager.
- C. Staffing levels will be set by the City.
 - 1. Minimum staffing levels shall be adhered to in accordance with Article 34C.
 - 2. Minimum Staffing levels can be modified only as a result of a modification in shift bid every six months.

**ARTICLE 38
AGREEMENT BETWEEN PARTIES**

A. Severability

1. Should any part of this Agreement or any provision contained herein be declared invalid by a Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties agree to bargain a replacement provision in good faith that, to the extent legally allowable, serves the same purpose as the severed language.

B. Zipper Clause

1. It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements, and this agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations.

C. Amendment by Memorandum of Understanding

1. For the life of this agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this agreement. However, the matters within this agreement may be amended, or interrupted, during the term of the agreement by mutual written agreement in the form of a Memorandum of Understanding (MOU). The Association will be responsible for its distribution to all covered members.

D. Term of Agreement

1. This agreement shall be effective May 28, 2014 and remain in full force and effect until June 30, 2017. If the parties have not reached a new Agreement as of June 30, 2017, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this 28th day of May 2014.

Rio Rancho Police and Communications Association

Justin Garcia, President
RRPCA - NMCP SO

Date

City of Rio Rancho

Keith Riesberg, City Manager

Date