

**AGREEMENT**  
**BETWEEN**

**THE CITY OF RIO RANCHO**

**AND**

**RIO RANCHO POLICE and COMMUNICATIONS  
ASSOCIATION**

Effective: September 22, 2025 through June 30, 2028

PREAMBLE

THIS AGREEMENT is entered into this 12<sup>th</sup> day of September, 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 labor organization recognized by the New Mexico Labor Relations Board; 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 1  
RIGHTS**

- A. **Association Rights-**The City recognizes the Rio Rancho Police and Communications Association (“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 duties.
1. Inclusions - This Agreement specifically includes: non-exempt MOS positions that are: Sergeants, Corporals, Police Officers, Senior Communications Supervisor, Communications Shift Supervisors, Dispatchers, Call Takers, Public Safety Aides, Property and Evidence Technicians, Lead Property and Evidence Technicians, Crime Scene Technician and Crime Analysts employed by the Rio Rancho Police Department (“Department”). 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 positions including new hire probationary status, exempt 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 that does not currently exist, is not currently defined, or changes the classification of an existing 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 and inherent management rights, prerogatives, and functions in its exclusive discretion, including, but not limited to:

1. Operation of the City - The City has the right to plan, manage, and control City operations and in all respects carry out the ordinary and customary functions of management, including but not limited to:
  - a. Maintain the efficiency of government operations entrusted to it by law;
  - b. Determine the mission of City government;
  - c. Determine the resources to be allocated to accomplish the mission and goals of the respective City Departments as units of City government;
  - d. Determine methods, means, and personnel by which the operations of the City's Departments are to be operated and conducted;
  - e. Determine the number of employees with Union recommendations regarding bargaining unit positions;
  - f. Determine qualifications for employment and the nature and content of personnel examinations;
  - g. Take actions as may be necessary to carry out the mission of the City in emergencies;
  - h. Control and regulate all equipment and other property of the City;
  - i. Act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances, and administrative regulations;
  - j. Determine the location and operation of the City's facilities;
  - k. Insure the maintenance of uninterrupted service to the community; and
  - l. Take all such actions necessary to maintain such service.
2. Hiring, Directing, Promoting, Transferring, Demoting, Suspending, Disciplining, Discharging And Terminating - The rights and responsibilities to maintain the discipline and the efficiency of all employees are all vested solely and exclusively in the City, except as these rights and responsibilities may be expressly abridged or modified by other terms of this Agreement. These rights and responsibilities shall include but not be limited to hiring, suspending, discharging, or disciplining employees for just cause, transferring employees to other positions, departments, or facilities, and relieving employees from duty because of other legitimate reasons; as well as:
  - a. Direct employees, establish and enforce reasonable rules and regulations governing the conduct and safety of its employees;
  - b. Establish schedules and take such other actions necessary to carry out the functions entrusted to, or imposed upon, the City and the City's Departments by law;
  - c. Determine qualifications for, select and hire, promote, transfer, assign, and retain employees in positions;

- d. Determine qualifications for, select and hire, and direct the work of all management and supervisory personnel, and any other person not covered by this Agreement;
  - e. Evaluate, test and provide for the examination of employees and applicants for employment by qualified professionals to determine their fitness and suitability for duty and employment, consistent with the provisions in this Agreement addressing Employee Testing, and the Employee Assistance Program; and
  - f. Determine and implement all procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement.
3. Retention of Rights - It is further agreed there may be additional employer rights and responsibilities that have not been addressed in this Agreement. Further, the City's exercise of, or failure to exercise any right, responsibility, or function hereby reserved to it, shall not be considered a waiver of the City's right to exercise such right, responsibility, or function, nor preclude it from exercising the same when not in conflict with the express provisions of this Agreement. The parties agree that this City Rights provision does not waive the Association's PEBA bargaining rights.
- C. **Communication** - The City has the responsibility to communicate what is expected of employees in terms of their performance, conduct, and work relationships with co-workers, and to whom they are responsible.
- D. **Interference** - The Association shall not attempt to conceal or act in a deceitful manner regarding 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 cease deduction of membership Association Dues levied by the Association upon promotion or temporary assignment to a non-Association position. The City will inform MOS and the Union President in writing that the MOS will lose all Association benefits including representation and Association insurances.
4. 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. 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 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.

- C. Increased Dues:** In the event that the Association members vote to increase dues, the Association will notify the City by letter during the month of April to be effective the first full pay period of the fiscal year for the dues increase 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 MOS members and one (1) non-City employee advisor member. 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 (one from Police and one from Communications), two Trustees, and six Stewards from Police and four Stewards from Communications.
  - b. Authorized representatives shall be certified in writing to the City within seven (7) calendar days of any change in representative.
  - 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. With immediate supervisor approval, the Association President shall be allotted duty time, not to exceed five (5) hours per week, for the investigation and processing of complaints and disputes. Additional Association Time may be granted which may include a schedule change, with prior written approval from the immediate supervisor 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. The Vice President(s) shall be allotted duty time, not to exceed 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 timekeeping system.
  - g. 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.
  - h. There are Association activities such as discussing an issue with MOS, posting notices, etc. which only require negligible periods of time. These activities may be done, providing the activities do not interfere with the operations of the City.
2. Association Members - At the request of a recognized representative, the City will agree to release an 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 interfere with the operations of the City. The City shall not unreasonably deny these requests.
- 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. Attendance at such meetings does not forfeit a member's meal time for that shift.

**ARTICLE 4**  
**WORK SCHEDULES AND PAY PERIOD**

- A. The City 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.
- B. 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. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later. 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.
    - e. In situations where MOS are called to service during their break time, the MOS shall not receive additional compensation.

C. Sworn MOS in Criminal Investigation Division, Traffic Division and Support Services Division.

1. Workday – Eight or ten hours per day.
2. Workweek - A normal scheduled workweek shall consist of either four or five consecutive days and total 40 hours. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
3. Work Shifts: These MOS shall work a flexible schedule consisting of 40 hours per week.
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 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.
  - e. In situations where MOS are called to service during their break time, the MOS shall not receive additional compensation.
  - f. Travel time to and from a break or meal period is considered time on break except for those MOS assigned to the Field Services Division.

D. 911 Communications Division

## 1. Non-Administrative MOS

- a. **Workday** - The normal workday for the 911 Communications Division shall be ten hours. Eight (8) hour shifts may apply in accordance with Reduced Staffing Level Response herein or as otherwise approved in writing by the parties.
- b. **Workweek** - A normal scheduled workweek shall consist of a total of 40 hours. The City shall pay the overtime rate of pay (time and one-half) for these MOS after such MOS has worked 40 work hours.
  - 1) The workweek will begin on a Monday at 00:00 hours and end seven consecutive 24-hour periods later.
  - 2) However, for weekend night shifts the workweek will begin on Monday at 06:00 hours and end seven consecutive 24-hour periods later.
- c. **Work Shifts** - Normal work shifts may include day, swing, and graveyard shifts, and shall be subject to shift bids as provided herein.
- d. **Pay Period:** The pay period for these MOS shall be two consecutive workweeks, or 14 days.
- e. **Breaks and Meal Periods**
  - 1) This 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.
  - 2) 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.
  - 3) Breaks and meal periods can be interrupted and adjusted to accommodate a call for service.
  - 4) MOS shall not be compensated for breaks or meal periods when that time is either at the beginning or end of their shift.
- f. **Reduced Staffing Level Response**– In the event that the Rio Rancho Emergency Communications Center (RRECC) staffing falls at or below 50% of the budgeted, total positions (excluding trainees and exempt positions), the City may develop and apply an alternate schedule in order to ensure emergency services.
  - 1) The City and the Association President (or designee) may meet to develop and apply a new reduced staffing level response shift bid.

- 2) Once staffing levels are above 50% of the budgeted, total positions (excluding trainees and exempt positions) the RRECC shall apply the previous normal shift bid, work day, and work week.

## 2. Administrative MOS

- a. Workday and Shifts – Eight (8) or ten (10) hours per day. These MOS may work varying hours based on operational need
- b. 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.
  - 1) The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
  - 2) However, for weekend night shifts the workweek will begin on Monday at 0600 hours and end seven consecutive 24-hour periods later.
- c. Work Shifts-Normal work shifts may include day, swing, and graveyard shifts.
- d. Pay Period - The pay period for these employees shall be two consecutive workweeks, or 14 days.
- e. Breaks and Meal Periods
  - 1) These MOS will receive a one (1) hour paid lunch if working as a communications officer for at least half of their shift hours and will be eligible for a 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
  - 2) 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.
  - 3) Breaks can be interrupted and adjusted to accommodate a call for service.
  - 4) 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.
  - 5) In situations where MOS are called to service during their break time, the MOS shall not receive additional compensation.

## **ARTICLE 5 OVERTIME**

- A. Fair Labor Standards Act (FLSA) - MOS under this Agreement shall be paid overtime according to the FLSA.
  
- B. 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 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. The rate of pay for Communication MOS, and all other non-sworn MOS, shall be straight time up to and including the 40<sup>th</sup> hour of work within the workweek and time and one-half after the 40<sup>th</sup> hour except those hours covered by Section D.
    - b. 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 in a 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.
    - c. Officers, Corporals, and Sergeants' rate of pay shall be straight time up to and including the 40<sup>th</sup> hour of work within the workweek and time and one-half after the 40<sup>th</sup> hour.
    - d. Overtime will be rounded to the nearest quarter hour.
    - e. 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.
  - 5. MOS injured on-the-job which results in a valid worker's compensation claim may use the time off for worker's compensation as time worked in the overtime calculation provided that MOS complete the appropriate paperwork in the necessary time frame including, for example, Notice of Accident, Employers' First Report of Injury, Supervisor's Investigation Report, Infectious Exposure Form, Request for Limited Duty Assignment, etc.
    - a. A physician of the employee's choice shall approve the time off for worker's compensation, or
    - b. May approve modified duty, in which case the MOS shall return to work.

- c. PTO shall be included as time worked in the overtime calculation not to exceed the total hours of a regularly scheduled shift.
- d. PTO 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 Law Enforcement MOS for regular overtime may be filled in the following order by:
  - a. MOS assigned to that particular shift who are participating in training in the Bernalillo/Sandoval Counties;
  - b. Qualified MOS willing to work, as determined by Department Seniority. When notification is made of the need to recall MOS, it is the affected shift supervisor's responsibility to follow Department Seniority for locating a replacement.
  - c. Reverse Department Seniority recall will be used when no replacement is located using Department Seniority. MOS forced into work using Reverse Department Seniority shall receive, for that specific forced assignment, time and one-half the hourly rate.
  - d. An MOS may be held over from an on-duty shift. Forced holdover will not exceed fifteen (15) hours in a 24-hour period or seventeen (17) hours if the following day is not a scheduled work day.
- 2. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required. When utilizing forced overtime and an MOS has been mandated to report to an 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.
- 3. MOS Not On-Call – During an unplanned event requiring specific resources, and when authorized by an MOS at the rank of Lieutenant or above, MOS assigned to specialty units (primary or peripheral duty) may be called in to work. MOS that are called in to work, and are not subject to an on-call status, will receive, for that specific forced assignment, time and one-half the hourly rate.

D. Overtime Assignments, Forced Overtime and Recall for 911 Communication's MOS – Procedures

- 1. Overtime Assignments - In building shift assignments, overtime may become available due to staffing and scheduling. When these shift assignments are known in advance, and built into the shift schedule, Communications MOS may voluntarily sign up for these assignments on an overtime basis. Communications MOS with excessive absenteeism

within the last six-month period may not eligible to voluntarily sign up for these assignments.

- a. If more than one MOS volunteers for the same Overtime Assignment, the MOS with the most seniority shall have priority to work the shift.
  - b. MOS who work an Overtime Assignment (as described in D.1.) shall receive time and one-half their hourly rate.
  - c. When no MOS volunteers for an Overtime Assignment, the shift will be assigned as Forced Overtime. The assigned MOS shall receive time and one-half their hourly rate for the Overtime Assignment/Forced Overtime shift.
2. Forced Overtime - When an Overtime Assignment is not filled voluntarily, an MOS shall be assigned as Forced Overtime (in accordance with Section D.1.c.),
- a. Prior to forcing an overtime shift on an MOS, a notification shall be sent out to all Communications MOS offering the shift as an Overtime Assignment. Priority shall be given to those MOS that are regularly assigned as off-duty for that day.
  - b. If after a notification is sent out to all Communications MOS, and no employee volunteers for the Overtime Assignment, Reverse Department Seniority shall be used to fill the shift assignment. This shall be considered as Forced Overtime.
  - c. When an attempt is made to fill Forced Overtime, MOS who volunteered for an Overtime Assignment in the work week shall be skipped in the first attempt at Forced Overtime using Reverse Department Seniority. For each Overtime Assignment that an MOS volunteers during a work week, the MOS shall be skipped an equal number of times when Reverse Department Seniority is used to fill an Overtime Assignment.
  - d. MOS that have worked six consecutive days without a day off shall not be considered for forced coverage, unless the Rio Rancho Emergency Communications Center is in a state of Reduced Staffing Level in accordance with Article 4 or the City is in a state of emergency as outlined in the City Charter/Municipal Code.
  - e. MOS shall not be forced with less than eight (8) hours between shifts.
  - f. Normally, MOS will only be forced within five (5) hours before or after their regular shift times including their regular days off.
3. Recall - When minimum staffing is compromised the recall of MOS for regular overtime shall be filled in the following order by:
- a. MOS assigned to that particular shift who are participating in training in the

Bernalillo/Sandoval Counties;

b. Qualified MOS willing to work, as determined by Department Seniority. However, the MOS must cover no less than four (4) hours of the needed available shift. When notification is made of the need to recall MOS, it is the affected shift supervisor's responsibility to follow Department Seniority for locating a replacement.

c. Reverse Department Seniority recall will be used when no replacement is located using Department Seniority. MOS forced into work using Reverse Department Seniority shall receive, for that specific forced assignment, time and one-half the hourly rate.

d. An MOS may be held over from an on-duty shift. Forced holdover will not exceed fifteen (15) hours in a 24-hour period or seventeen (17) hours if the following day is not a scheduled work day.

1) Communications MOS who are involuntarily held over past a ten hour shift on the same day they are working will receive time and one-half their hourly rate.

2) Communications MOS who volunteer to work available overtime beyond their assigned ten hour shift will receive double their hourly rate.

4. Qualified non-exempt MOS will have the first opportunity to participate in any overtime, unless an exempt MOS is required.

E. 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.

## **ARTICLE 6 TRAINING**

### **A. In-Service Training**

1. The City shall provide in-service training for MOS as determined by the City. Authorizing attendance at training courses is subject to advanced written management approval. 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 as determined by the City.
2. Approved training time shall be considered as time worked and be compensated except as otherwise stated in writing to the employee.
3. Department training days shall not be scheduled for more than ten hours.

### **B. The City shall provide basic, remedial, and refresher training to MOS in the Rio Rancho Police Department/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 written request to attend training within fourteen (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. Travel Expenses and Compensation**

1. Travel expenses will be paid in accordance with the City's travel policy.
2. If a MOS is approved for travel due to training, the MOS shall request approval in advance in writing from their supervisor prior to working more than forty (40) hours per week to include qualifying travel time. In such cases, MOS shall work with their supervisor in advance to establish whether any time worked in excess of forty (40) hours due to travel should be flexed or authorized as overtime.
3. Law enforcement and Communication MOS attending Department approved training 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's 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 (7) hours or less or the MOS may use PTO to make up the difference.

4. MOS shall not be compensated for per diem or reimbursed when such training has included provisions for accommodations such as meals and lodging.
  5. 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 in writing by the MOS's supervisor.
- D. Upon the receipt of any advanced training certification, MOS shall forward a copy to the Support Services 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.

**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  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' 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 straight time for the holiday pay in addition to time and one-half for 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 (holiday pay plus time and one-half for hours worked on a holiday) for all time (actually) 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 (holiday pay plus time and one-half for hours worked on a holiday) 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, and the MOS does not work on that day, 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. There will be a supervisor (a Corporal or Sergeant) scheduled at all times per Patrol shift. Patrol shift is referred to within this paragraph as each shift delineated on the Department work schedule. 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.
    - 1) Training will not be scheduled for or conducted on Holidays.
    - 2) For clarity purposes, an MOS is only eligible to receive holiday pay rates, as specified in Article 7, equivalent to no more than 12 days per year.

**B. Paid Time Off (PTO)**

- 1. The cap on annual PTO accrual shall be 1376 hours. Pre-approved PTO shall count towards the calculation of overtime. PTO may be applied to terminal leave. 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 in not less than one-half (1/2) hour increments.

#### C. Leave Donation Program

1. The Leave Donation Program is a leave-sharing program established to assist eligible MOS who need to be absent from work for a prolonged period of time, but who have exhausted their respective leave (all paid time off) accounts. This program is intended to assist employees who experience serious medical hardships or catastrophic illnesses or injuries, or who need time off to care for an immediate family member who suffers from a serious medical hardship or a catastrophic illness or injury.
2. Immediate Family is defines as an MOS' spouse, domestic partner (must have domestic partner affidavit on file), children (includes stepchildren, adopted, and foster children), and parents, or if the MOS is the primary custodian, caregiver, or medical power of attorney for grandchildren, grandparents, or siblings. To be eligible for Leave Donation hours, MOS' shall provide legal documentation which establishes or confirms primary custody, caregiver status, or medical power of attorney status.
3. Eligible MOS who meet or whose eligible dependent meets all requirements for a serious health condition, as defined by FMLA, and who submit a complete Certification of Health Care Provider form to Human Resources are eligible for donated leave.
4. No MOS shall be eligible to receive more than one hundred sixty (160) Leave Donation hours (prorated i.e. 160/hrs-1.0 FTE, 80/hrs-.5 FTE) during the twelve (12) months following the date the MOS had requested Leave Donation hours.

5. MOS shall not be eligible to receive more than the cumulative total of three hundred twenty (320) Leave Donation hours during the entire course of the MOS' career with the City. If, due to extenuating circumstances, the MOS requests more than 320 leave donation hours during their career with the City, such requests will be reviewed by the HR Director and considered for approval on a case-by-case basis.
6. Whenever an MOS' illness or injury is covered by workers' compensation insurance, that MOS is not eligible to receive any Leave Donation hours.
7. Under no circumstance shall any MOS be eligible to receive Leave Donation hours for absences occurring after any date certified or confirmed by the medical provider.
8. MOS shall not accrue any paid leave or earn any holiday pay during any absence covered by Leave Donation hours.
9. Donations will be solicited from RRPCA bargaining unit members and converted based on the donating and receiving MOS' base rate of pay.
10. Unused donated leave will revert back to the MOS donating the leave.
11. Requests to utilize the Leave Donation Program:
  - a. shall be made in writing;
  - b. shall include any and all requisite medical documentation; and
  - c. shall be delivered to the Human Resources Benefits Administrator.

## **ARTICLE 8 SENIORITY**

**A. Department Seniority**-Shall begin upon an MOS's date of hire within the Department 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).

### **B. Classification Seniority**

#### 1. Police Officer

- a. Classification seniority shall begin on the day the officer graduates from the academy having earned the officer's law enforcement certification.
- b. If multiple non-lateral MOS attend the same academy, seniority will be awarded on overall class ranking.
- c. Classification seniority for lateral officers already certified shall begin on their date of hire.

#### 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 date first assigned to a unit within an MOS's current position classification, such as the Traffic Unit, Investigations, SRO's, SWAT, etc.

### **D. Seniority – Procedures**

1. Downgrades in Position - 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** – ties in seniority not broken by class ranking herein, shall be broken by highest number utilizing the employees' last four (4) digits of their social security numbers with the higher number being more senior.
- F. 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.

**ARTICLE 9**  
**TAKE HOME CAR PROGRAM**

- A. Except as otherwise provided herein, the Department's Standards and Procedures shall provide for a Take Home Car Program.

**ARTICLE 10**  
**DISCIPLINARY AND CORRECTIVE ACTION**

- A. MOS conduct that does not meet the City's expectations, or acts contrary to established policies or procedure, may be subject to the following administrative actions:
1. Administrative Sanctions – Include suspensions, demotions, discharges, or any actions affecting a MOS's property interest, not to include take home car privileges.
  2. Disciplinary Actions – Include written reprimands and loss of take home car privileges when issued as a form of discipline.
  3. Corrective Actions - These include training, counseling, performance improvement plans, and written or verbal warnings. The Department encourages the use of corrective action as a means of improving employee productivity and effectiveness.
- 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 the Department Standards and Procedures Manual.
- C. The City will provide the target of an investigation a form to sign to elect whether or not the Association President will be notified of the employee's designation as a target. If the employee elects notification to the Association President, the Chief or Chief's designee shall notify the Association President in writing of the name of the target of the 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. In such cases, the association President shall merely be notified that there is an investigation and no other information shall be given.
- D. 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.
- E. Representation
1. MOS shall be permitted to have an association member of their choice appear with them during meetings when an individual or incident is being investigated and the member believes the investigation may result in disciplinary action, or administrative sanctions pertaining to such. The following five (5) conditions must be met to have representation at such meetings:

- a. The meeting is being conducted by one or more supervisor, investigator, or City representative;
  - b. The supervisor, investigator, or City representative is conducting an examination (asking questions) in connection with an investigation;
  - c. The employee is in the bargaining unit;
  - d. The employee reasonably believes that the examination may result in disciplinary action;
  - e. The employee requests Association representation.
2. If all five conditions are met, the supervisor, investigator, or City representative will either stop questioning until the representative arrives, cancel the investigative meeting, or continue with the meeting if the employee chooses to waive representation.
  3. During the questioning, the representative may interrupt to clarify a question or object to questioning outside the scope of the investigation. While the interview is in progress, the representative may not tell the employee what to say but may advise him/her on how to answer a question. At the end of the interview the Association representative may add information to support the employee's case.
  4. An employee who has a question about the purpose of a meeting is encouraged to ask the supervisor, investigator, or City representative to explain the purpose of the meeting. Employees who have questions about their right to representation are encouraged to contact an Association or a Human Resources Department representative.
  5. If an accused MOS becomes a disputant under Article 12 of this contract, 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.
- F. Corrective actions shall be retained. Written warnings shall be maintained for two (2) years and may be sealed thereafter if there has been no other similar corrective or disciplinary action.
- G. An MOS may request that letters of reprimand be removed from his/her personnel file after the time limits set forth below so long as there have 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. Human Resources will evaluate the request and the MOS's file, subject to the following:
1. After one year from the date a letter of reprimand is placed in an MOS's permanent personnel file the reprimand may be expunged from the file.

2. If the first request is denied and after two years from the date a letter of reprimand is placed in an MOS's permanent personnel file, the 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 letter of reprimand is placed in an MOS's permanent personnel file the reprimand shall be expunged from the file.
- H. No supervisor in the bargaining unit shall be ordered to take disciplinary action or corrective action against a subordinate when there is no cause to do so. If the Department determines a subordinate MOS should receive administrative sanctions, disciplinary action, or corrective actions, and his/her supervisor fails 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. 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, and shall be conducted in accordance with the guidelines established by the Department's Standards and Procedures Manual (SOP).
- B. A member who is the subject of an internal affairs investigation shall be notified in writing of the pending investigation, the policies alleged to have been violated, and of his/her right to meet and confer with an Association Representative 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.

**ARTICLE 12**  
**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. There shall be no other grievance or appeal procedures for MOS in the bargaining unit.
- B. 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 fourteen (14) calendar days after the affected MOS knew or reasonably should have known of the action, which precipitated the Dispute. The purpose for the MOS putting the Dispute into written form is to preserve the MOS's rights for further appeals as necessary. The written dispute shall include the following:

Department

Job Title

Disputed action or inaction

Date of disputed action or inaction

Specific redress/remedy requested; "to be made whole" is not acceptable

Name of the Representative, if applicable, and

Article/section of the Contract alleged to have been violated.

Within fourteen (14) calendar days of receiving the written dispute, the supervisor will meet to discuss the dispute with the MOS. If a satisfactory solution is not reached, the MOS may submit the grievance to Step 2 within ten (10) calendar days of the meeting with the immediate supervisor.

**Step 2** - The affected MOS shall file the written grievance with the Chief and simultaneously request a meeting to discuss the Dispute with the Chief or a designee. Normally, the meeting will be held within fourteen (14) calendar days. Following the meeting, the Chief or a designee shall respond in writing within fourteen (14) calendar days. If a satisfactory solution is not reached, the grievance may be submitted to Step 3 within ten (10) calendar days of the meeting with the Chief or designee.

**Step 3** - The MOS may file a written appeal with the City Manager. The City Manager or a designee shall meet with the MOS and such other personnel, as he/she deems appropriate to resolve the dispute. Normally, the meeting will be held within fourteen (14) calendar days. The City Manager shall have fourteen (14) days immediately following the meeting to respond to the Dispute.

**Step 4** - Formal Dispute Resolution Procedure: A Dispute, as defined in Appendix, that has not been settled at Step 3 shall, upon written appeal by the MOS, be submitted through the arbitration procedure set forth in this Article. Written demand for arbitration by the Association or MOS shall be submitted to the City (City Manager and Human Resources Director) and

simultaneously with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) calendar days from the time of response from the City Manager. Once appealed, the Dispute must proceed as specified in the procedural steps listed below (Section C 1-12 below) until a final disposition is reached.

The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the FMCS. The request will be submitted for a regional 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. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees, expenses, and costs equally.

### C. Rules of Procedure

1. Time frames are identified as calendar days and exclude holidays as identified in Article 7 of this Agreement.
2. If the City does not respond within the time limits above, the Dispute shall be considered automatically denied, and the Association or MOS may appeal to the next Step.
3. If the Association or MOS fails to comply with the time limits as set forth at any Step, the dispute shall be considered resolved and not subject to further review.
4. Prior to expiration of a time limit, and with the mutual written consent of the parties, the time limits for a review of a dispute at any Step may be extended.
5. An MOS may be represented by an Association representative of his/her choice and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure.
6. No reprisal or retaliation by any party to the Dispute shall be taken against an MOS or participant as a result of participation in the processing of a Dispute.
7. 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. No settlement shall contravene this agreement.

8. 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.
9. The Association and MOS 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 Employer-Employee Relations Act.
10. 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 City and the disputing MOS or Association agree to purge the record as resolution to a dispute.
11. 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 a Step 1, 2, or 3 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.
12. 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 the City and time in attendance will be considered as time worked. The Association or MOS may request a subpoena be issued by the Arbitrator for any City employee to attend the arbitration and shall provide the standard witness fee with the subpoena. The employee receiving such witness fee shall take unpaid leave during such time in attendance at the arbitration.
13. 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.

**ARTICLE 13**  
**USE OF FORCE**

- A. The Department Standards and Procedures governing the use of force shall be followed.
- B. MOS affected by a use of force incident and their immediate family shall be provided with counseling at the expense of the City when:
  - 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 (\$2500.00) per MOS/family per use of force incident.
- C. The rights under the Peace Officer's Employee/Employer Relations Act shall be followed.

**ARTICLE 14**  
**LEGAL PROTECTION**

- A. If an MOS is 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, NMSA 1978 §§ 41-4-1 to 41-4-30 (as amended), and the New Mexico Civil Rights Act, NMSA 1978 §§ 41-4A-1 to 41-4A-13 (as amended).
- B. The City shall not defend an employee who is a defendant in a criminal prosecution or a suspect in a criminal investigation.
- C. In the event an MOS is named personally in a civil lawsuit which entails potentially punitive damages, and the MOS is not personally served with the summons and complaint, the City shall notify the MOS, in writing personally, within five (5) days of the receipt of the summons and complaint by the City Clerk's Office so that the MOS will be notified of the potential litigation exposure to punitive damages.
- D. If a New Mexico District Court judge or jury awards punitive damages in a judgment against an MOS in a lawsuit naming or including the City specifically as a Respondent and, the MOS was acting fully within the course and scope of employment, the City agrees to file an appeal against that judgment.
- E. For the purpose of this section and agreement, the phrase "fully within the course and scope of employment" means the lawful actions and conduct which an MOS is requested, required, or authorized to perform by the City and shall not include or entail any unlawful, improper, or illegal action or conduct.
- 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 and transfers on an equal opportunity basis.
- B. The Department maintains a fair and impartial promotional and transfer process.
- C. The Chief shall have the authority to temporarily place any MOS into any position for a period not to exceed ninety (90) days when such vacancy becomes available. MOS shall be compensated at the pay rate for the temporary placement during the time period. Temporary promotions exceeding eight (8) continuous hours in duration will receive extra compensation at the minimum pay rate for time served in acting capacity, in addition to time credited for such.
- D. The Department may contract services with an independent company to create a written examination or the Department may develop it internally based on known study materials. The Department will give the Association at least 90 days prior notice if a test will change.
- E. Promotions:
  - 1. When the Department has authorization for a promotional position, and such position is available to be filled, the Chief will promote. The criteria indicating the qualifications to test for a position, and the process for scoring and weighting shall be posted prior to accepting letters of intent. These standards shall minimally include:
    - a. The most recent performance appraisal that at least meets expectations in all evaluation categories;
    - b. A disciplinary file that does not include a written reprimand, demotion, or suspension for the last year (not to include a reduction in rank from a temporary exempt rank, spot promotion or other temporary promotion). This will be based on the date of incident rather than the day disciplinary action was issued;
  - 2. For promotion to a Corporal position, the MOS shall meet all of the following criteria at the time of application:
    - a. A minimum of three years total experience as a full-time certified officer at a municipal, county, or state law enforcement agency.
    - b. Have at least one consecutive year (12 months) of full-time certified law enforcement experience with the Department, and;
    - c. Pass the following:
      - 1) A written examination.
        - (a) The written examination shall be validated by members of the Department command staff and, when practical, a

representative of the Association who does not present a conflict of interest.

- (b) The validation process shall ensure that the content of the written examination is appropriate for the job classification of Corporal.
  - (c) An MOS must have a minimum passing score of 75% on the exam, in order to proceed to the assessment board. The written 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 law enforcement agencies. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist.
- (a) This process will include at least one skill assessment with each representing a phase.
  - (b) The highest and lowest individual assessor scores will not be included in the overall score.
  - (c) The assessment board is worth 70% of the total score.
  - (d) MOS must pass each assessment phase with a minimum of 70% to move on to the next phase. MOS who do not meet the 70% minimum shall be dropped from the process.
3. For promotion to a Sergeant position, the MOS shall meet all of the following criteria at the time of application:
- a. Have one (1) year experience as a Corporal, or the MOS shall have five years (60 months) of experience as a full-time certified officer at a municipal, county, or state law enforcement agency, and;
  - b. MOS shall have two years (24 months) of full time certified law enforcement experience with the Department, and;
  - c. Pass the following:
    - 1) A written examination.
      - (a) The written examination shall be validated by members of the Department command staff and, when practical, a representative of the Association who does not present a conflict of interest.
      - (b) The validation process shall ensure that the content of the written examination is appropriate for the job classification of Sergeant.

- (c) An MOS must have a minimum passing score of 75% on the exam, in order to proceed to the assessment board. The written 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 law enforcement agencies. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist.
    - (a) This process will include at least two skill assessments with each representing a phase.
    - (b) The highest and lowest individual assessor scores will not be included in the overall score.
    - (c) The assessment board is worth 70% of the total score.
    - (d) MOS must pass each assessment phase with a minimum of 70% to move on to the next phase. MOS who do not meet the 70% minimum shall be dropped from the process.
- 4. For promotion to a Lieutenant position, MOS shall meet the following criteria at the time of application:
  - a. Have held the position of a Sergeant, for the last two consecutive years with the Department and have six years of certified law enforcement service with the Department, and:
  - b. Pass the following:
    - 1) A written examination.
      - (a) The written examination shall be validated by members of the Department command staff and, when practical, a representative of the Association who does not present a conflict of interest.
      - (b) The validation process shall ensure that the content of the written examination is appropriate for the job classification of Lieutenant.
      - (c) An MOS must have a minimum passing score of 75% on the exam, in order to proceed to the assessment board. The written 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 law enforcement agencies. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist.
      - (a) This process will include all appropriate skills assessments with each representing a phase.

- (b) The highest and lowest individual assessor scores will not be included in the overall score.
  - (c) The assessment board is worth 70% of the total score.
  - (d) MOS must pass each assessment phase with a minimum of 70% to move on to the next phase. MOS who do not meet the 70% minimum shall be dropped from the process.
- 5. For promotion to a Communications Shift Supervisor position, the MOS shall meet the following criteria at the time of application:
  - a. Have three (3) years' experience as a certified dispatcher and be a certified Communications Training Operator or one (1) year of supervisory experience with the Public Safety Answering Point, and:
  - b. Pass the following:
    - 1) A written examination.
      - (a) The written examination shall be validated by members of the Department command staff, the Communications management, and, when practical, a representative of the Association who does not present a conflict of interest.
      - (b) The validation process shall ensure that the content of the written examination is appropriate for the job classification of Communications Shift Supervisor.
      - (c) An MOS must have a minimum passing score of 75% on the exam, in order to proceed to the assessment board. The written 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.
      - (a) This process will include at least one skill assessment with each representing a phase.
      - (b) The highest and lowest individual assessor scores will not be included in the overall score.
      - (c) The assessment board is worth 70% of the total score.
      - (d) MOS must pass each assessment phase with a minimum of 70% to move on to the next phase. MOS who do not meet the 70% minimum shall be dropped from the process.
- 6. For promotion to a Communications Senior Supervisor position, the MOS shall meet the following criteria at the time of application:

- a. Have five (5) years of continuous service as a certified dispatch operator to include least one (1) year as a Communications Shift Supervisor within the Department, and:
- b. Pass the following:
  - 1) A written examination.
    - (a) The written examination shall be validated by members of the Department command staff, the Communications management, and, when practical, a representative of the Association who does not present a conflict of interest.
    - (b) The validation process shall ensure that the content of the written examination is appropriate for the job classification of Communications Senior Supervisor.
    - (c) An MOS must have a minimum passing score of 75% on the exam, in order to proceed to the assessment board. The written 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 other City management employees in lieu of other personnel on the assessment board when extenuating circumstances exist.
    - (a) This process will include at least two skill assessments with each representing a phase.
    - (b) The highest and lowest individual assessor scores will not be included in the overall score.
    - (c) The assessment board is worth 70% of the total score.
    - (d) MOS must pass each assessment phase with a minimum of 70% to move on to the next phase. MOS who do not meet the 70% minimum shall be dropped from the process.
- 7. Bargaining unit MOS may only be promoted within their own job family, to include: Law Enforcement and Communications.
- 8. When there is a pending vacancy, the promotional testing shall be conducted at least 30 days after study materials are posted but no later than 90 days.
- 9. A representative from Human Resources will be present, when practicable, during the promotional testing process. This will include the written examination and any skill assessments.
- 10. Following the administration of a promotional written examination, the Department will conduct a post-test validation. The purpose of this is to identify

written test questions that are either no longer valid or were inappropriate for the purpose of the examination process.

11. MOS will be awarded one percentage (1%) point, with a maximum of 5%, added to their final score for each year of completed service with any municipal, county, or state law enforcement agency.
12. MOS will be given one percentage point (1%) added to their total final score for any honorable or currently active military service or current military reserve service.
13. MOS will be given one percentage point (1%) added to their total final score for an associate's degree from a regionally accredited college. One and one-half (1.5%) percentage points will be added to their total final score for a bachelor's degree from a regionally accredited college. Two percentage points (2%) will be added to their total final score for a master's degree or higher from a regionally accredited college. Only the highest academic degree will be used to award additional percentage points.
14. 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.
  - a. The Chief may make the selection based on the following criteria:
    - 1) Review of the MOS's personnel file,
    - 2) Length of service,
    - 3) Training and education, and
    - 4) Other criteria deemed by the Chief to be relevant.
  - b. The candidate list shall remain valid for at least eighteen (18) months, and it may be extended for an additional six (6) months by the Chief. An MOS receiving administrative sanctions, a written reprimand, demotion, or suspension while on a promotional list may be removed from the list at the discretion of the Chief.
  - c. If more than one position is to be filled at the same time, seniority shall be determined first by the test score. If the test score is the same, the date of law enforcement certification for police MOS and telecommunicator certification for dispatch MOS shall be used.

**F. Transfers:**

1. For a non-supervisory position that results in an increase in compensation, including on-call status, the selection process will be the following:

- a. A skills assessment.
  - b. An oral board.
  - c. Approval by the Chief of Police.
2. For a non-supervisory position that does not result in an increase in compensation, the selection process will be the following:
    - a. An oral board (May include a skills assessment).
    - b. Approval by the Chief of Police.
  3. The Chief shall have the authority to transfer any member into or out of positions in specialized units. Any additional pay, if applicable, will be removed when the member transfers out of the specialized units, effective the day of the transfer.
- G. MOS that wish to demote to a position of a lower grade or rank must follow the bid or promotional process, will be reduced in salary in an amount equal to the corresponding step, will relinquish any specialty pay, and will be assigned at the discretion of the Chief or designee.
- H. In the event the City wishes to reclassify a position within this bargaining unit, the City shall negotiate with the Association establishing that position's job duties, wages, benefits and other terms and conditions of employment.

**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/dispatch trainee. The rate of pay will be determined by the pay scale in effect at the time of the hiring.
- 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/dispatch trainee. The rate of pay will be determined by the pay scale in effect at the time of the hiring.
- 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.
  - 1. PERA retirees are restricted from applying for or receiving positions within the Traffic Section, 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**

- 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 physical fitness/ agility, and mental wellness/ intellectual competency.
- B. The physical fitness evaluation test shall be mandatory. The City/Department will schedule a testing process which will begin in May and end in June of each year. All sworn MOS shall complete and pass at least one of the two below physical agility tests, as available, during the designated testing process on an annual basis:
  - 1. The Cooper Institute standards with an average combined score of 60% or higher for the tests listed in a. through d. below. The test shall be based on gender and age and not on the single standard general population. MOS shall be tested on all maximal tests. The 1 ½ mile run is excluded from testing. MOS may opt out of either the one repetition of max weight on the bench press or the maximum number of push-ups in one minute. The test is as follows:
    - a. Vertical Jump Test
    - b. One Repetition Maximum Bench Press
    - c. One Minute Sit-Up Test
    - d. 300 Meter Run
  - 2. An MOS with a passing score on the mandatory test may continue on to take the full Cooper Institute Standards test.
- C. MOS will be allowed unlimited testing attempts to pass the mandatory test options during the designated testing period.
- D. MOS who cannot test during the designated testing period due to a temporary illness, injury, medical condition, or Military activation may submit a formal request for a temporary accommodation to test at a later date. The MOS shall provide documentation from a physician, or Military Orders (According to section 4311(a) of USERRA) within thirty (30) days prior to the start of the required testing period, or as soon as practicable. If approved for a temporary accommodation by the City, the date of the test shall be no more than sixty (60) days after release to full duty to allow MOS ample time to prepare for the testing.
- E. In order to maintain high standards of physical fitness and wellness, MOS will receive the following compensatory time incentives as a result of their performance in the mandatory physical fitness evaluation:
  - 1. MOS with an average score of 60% or higher on the Cooper Institute Standards (as modified in section B) shall receive 10 hours of compensatory time per year.
  - 2. Provided the MOS tests in May or June, the hours of compensatory time shall be added to the MOS' compensatory bank on the second pay period in July.

3. MOS may be permitted to work out during their lunch hour while on duty, with supervisor approval. The MOS shall remain available for calls and shall immediately respond if dispatched.
- F. As an incentive to maintain high standards of fitness and wellness, all sworn and non-sworn MOS may elect to participate in the full Cooper Institute Standards annual test during May through June of each year.
1. MOS with an average score of 80% to 89.9% on the full Cooper Institute Standards shall receive a one-time payout calculated at ten (10) hours at the MOS's regular hourly rate of pay.
  2. MOS with an average score of 90% or higher on the full Cooper Institute Standards shall receive one-time payout calculated at thirty (30) hours at the MOS's regular hourly rate of pay.
  3. MOS may be permitted to work out during their lunch hour while on duty, with supervisor approval. The MOS shall remain available for calls and shall immediately respond if dispatched.
- G. Incentive for Voluntary Annual Medical Physical Exam and Voluntary Mental Wellness Assessment.
1. MOS with written documentation of having completed a medical physical exam completed once a year (fiscal year), shall receive five (5) hours of compensatory time. The written documentation shall not include any specific information gleaned during the exam and shall only be the minimum factual evidence that the MOS received an annual medical physical exam from a licensed medical professional.
  2. MOS with written documentation of having completed a mental health wellness assessment completed once a year (fiscal year), shall receive five (5) hours of compensatory time. The written documentation shall not include any specific information gleaned during the assessment and shall only be the minimum factual evidence that the MOS received a mental or behavioral health wellness assessment from a licensed mental health professional.
  3. The compensatory time earned for the medical physical exam and the mental wellness assessment shall be given in one lump sum on the second pay period in July.
- H. MOS Not Meeting Physical Fitness Standards – The goal of the Physical Fitness Evaluation is to encourage and protect the health and wellness of all MOS. For MOS unable to achieve a passing score on the Cooper Institute Standards (60% or higher) or passing time on the New Mexico Law Enforcement Academy Exit Physical Agility Standards, a physical fitness improvement plan (PFIP) shall be developed.
1. A PFIP shall be developed and individualized for each specific MOS when he or she does not meet the physical fitness standards of this article.
  2. A PFIP may include mandatory exercise time with a peer fitness trainer while on duty.
  3. The PFIP shall be for a duration reasonable to enable an MOS to successfully meet the physical fitness standards of this article. The duration of time for the MOS to complete an approved improvement plan shall be established by the City at the onset of the PFIP and conveyed to the MOS.

4. If at the end of the duration of the PFIP, and the MOS is not meeting physical fitness standards, the PFIP will be evaluated by management for effectiveness and to determine whether changes are required. The PFIP may then be modified and extended in order to account for such changes. At a minimum, the MOS must show positive progress in the next scheduled test.
  5. If it is determined that the MOS is not making an earnest effort to follow or comply with the requirements of the PFIP, appropriate progressive corrective or disciplinary action may take place. This may ultimately include administrative sanctions.
- I. 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.
  - J. 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.
  - K. The Department may allow Department appointed physical fitness representatives 10 collective hours a month to aid MOS with workout programs and diet consultation.
  - L. A four-hour block of annual training may be incorporated in the required training blocks for MOS to be educated in fitness and nutrition.

**ARTICLE 18**  
**INJURIES**

- A. The City shall provide worker's 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 Department's Standards and Procedures - Limited Work Duties for Special Assignments.
  - 1. While an MOS is on approved limited work duty and unable to perform specialty functions, all specialty pay should cease until the MOS returns to regular, unrestricted duty.
  - 2. An MOS on approved worker's compensation for a qualifying injury (as defined by law) and who has exhausted the light duty time period set forth in the Standards and Procedures may file a written request to the City Manager for an extension of such time.
- b. In the event of an on-the-job injury or occupational illness, the employee will be paid their full regular pay, with appropriate deductions, for the waiting period up to seven days as described under the New Mexico Workers Compensation Act until the commencement of temporary total disability, or temporary partial disability. Payment during the seven (7) day waiting period will be provided without deductions from the employee's accrued leave.
  - 1. After the seven-day waiting period, and for the duration of the disability, the employee may continue to use accrued PTO, integrated with the Worker's Compensation benefits, in order to receive 100% of usual weekly compensation, excluding overtime.
  - 2. All payments and procedures are in accordance with the provisions of the New Mexico Worker's Compensation Act.

**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 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 a department supervisor to believe that an MOS has used and/or is under the influence of any impairing substance to include drugs and/or alcohol, the supervisor may order analysis of the concerned MOS's blood or urine, and/or breath analysis for the exclusive purpose of detecting of the use of alcohol or impairing drugs. 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 City shall bear the cost of all such analyses, including a retest of the same sample of urine or blood or an immediate retest of breath alcohol level, should the concerned member contest the results of the initial analysis.
- E. The City 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 investigated, and if the allegation is sustained, shall be 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. Every sworn member is required to possess uniforms and associated equipment, as outlined in department policy, for their duty as a law enforcement officer. To this end, the City will pay each police officer a quarterly uniform allowance for the purpose of purchasing uniforms, related accessories and minor equipment as listed in this article. The purpose of the uniform allowance is to cover the actual cost of uniforms, accessories, equipment, dry cleaning, maintenance and professional repair.

Discussions regarding the approval of alternative uniforms in addition to Class A and Class B Uniforms will be discussed throughout the term of this CBA.

### B. Uniform Allowance

1. Police officers shall receive \$325.00 each quarter (\$1300.00 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 provided they are retiring in good standing.

### C. Uniform and Equipment Standards

1. In order to maintain a consistent and unified appearance of uniformed personnel department standards and procedures for Uniforms and Insignia shall be followed.
  - a. Every sworn member shall possess, at all times, a complete Class A and Class B uniform, and associated equipment, as outlined in department policy, for their duty as a law enforcement officer.
  - b. MOS with assignments requiring special uniforms, such as Motors, SWAT, CNT, bike officer, ATV, etc., shall maintain sufficient uniforms to perform that function.
  - c. Administrative corrective action, to include suspension of uniform allowance, may be initiated for lack of compliance with department policy.
  - d. 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. 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.
2. At the discretion of the department, items listed in subsection G will be returned to the department upon separation from an assigned unit or upon separation of department employment with the exception of motorcycle boots, RRPD shoulder patches, breast badge patches, supervisory insignia, unit service pins, medals and ribbons.

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. SWORN MOS

- a. Portable radio
- b. All firearms, unless a private firearm is used
- c. Duty, training and qualifications ammunition for department authorized firearms. This excludes ammunition for personal carry firearms that are not within the standard caliber purchased by the department.
- d. Ballistic concealable body armor. Armor shall be a minimum NIJ level II or at the discretion of the department optional level IIIA. Annual armor selections will be made considering armor manufacturers, armor capability, and industry available models. MOS may elect to upgrade from the department selected model, at MOS's own expense, provided the upgrade meets department specifications and requirements.
- e. Uniform brass items (Badge and name tag)
- f. RRPD shoulder patches, breast badge patches, and supervisory insignias
- g. Unit service pins, medals and ribbons
- h. OC spray
- i. TASER
- j. Latex gloves
- k. Spit shields
- l. Reflective safety vest
- m. Duty holsters for Department issued handguns and magazines. Holsters will not be provided by the City for personal/non-Department issued firearms.

2. SWAT

- a. Ballistic tactical body armor. Armor shall be level IIIA with level III++ rifle armor plates minimum. Armor selections will be made considering armor manufacturers, armor capability, and industry available models.
- b. Ballistic helmet
- c. Gas mask
- d. Radio headset
- e. Tactical nylon gear. MOS will only be accommodated for one change of the primary duty weapon. Any nylon gear need for additional change requests will be at the expense of the MOS.
- f. Protective eyewear
- g. Nomex fire retardant jumpsuits
- h. Nomex gloves
- i. Nomex balaclava
- j. Knee and elbow protection

3. MOTORS

- a. Motorcycle helmets
- b. Motorcycle boots
- c. Protective motorcycle gloves
- d. Protective motorcycle jacket (provided funds are available in the TSEEF)

4. HONOR GUARD (one complete set per Officer during career)

- a. Honor guard pants
- b. Honor guard jacket
- c. Honor guard braided shoulder cord
- d. Honor guard duty belt to include holster, ammunition pouch, handcuff case, and shoulder strap
- e. Campaign Cover (if applicable)

COMMUNICATIONS - Headsets provided to each Communications Operator and Communication Shift Supervisor.

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

- 1. Police uniforms
- 2. All duty leather gear to include the duty belt, under belt, magazine pouches, handcuff case(s), OC spray pouch, etc.
- 3. All footwear with the exception of leather motorcycle boots

4. Uniform headgear
5. Expandable baton and carrier
6. Flashlight and related supplies
7. Handcuffs
8. Coats and jackets
9. Specialty unit uniforms such as SWAT, CNT, ATV, Bicycle Patrol,
10. Training uniforms and instructor uniforms
11. Academy training uniforms
12. Eye and hearing protection

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

**A. Uniforms and Equipment**

1. Uniforms and equipment that are required and essential to the successful performance of an MOS's job function shall be replaced when such items are damaged, lost, or stolen. It shall be at the department's expense, providing such items were clearly damaged, lost or stolen while the 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.
2. Personally owned items that may be reimbursed for damage, loss or stolen are: uniforms, duty belt and related equipment, clothing for detectives or plain clothes officers, prescription eyeglasses, handcuffs, expandable baton and holder, watches, flashlights, 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.
4. MOS may be subject to corrective action, disciplinary action, or administrative sanctions consistent with department standards and procedures and City policy for items that are damaged, lost or stolen where there was negligence on the part of the MOS, and the negligence was more than other contributing factors.

**B. Procedures**

1. The Department may replace such items at the lesser of the item's fair market value (to include depreciation) 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 Quartermaster for inspection with a property damage 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. The report shall be routed through the chain of command to the Chief of Police or designee.

**ARTICLE 23**  
**VEHICLE CRASHES**

- A. The Department Standards and Procedures pertaining to on-duty vehicle crash incidents shall be adopted and followed.
- B. MOS shall be afforded due process rights in accordance with the Department Standards and Procedures Manual.

**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. The re-issued firearm will be of a comparable make, model, and caliber to the privately owned firearm. When the original privately owned firearm is returned to the officer, the re-issued firearm will be returned to the Department armory. 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) 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 six (6) months 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) per family.

**ARTICLE 26**  
**HEALTH, LIFE, AND DENTAL INSURANCE, AND RETIREMENT**

**A. Health, Life, and Dental**

The City shall maintain its contribution percentages 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 shall be retained. The City shall pick-up 75% of the employees' portion, subject to legislation.
2. Communications & non-sworn MOS – PERA Municipal Plan 2 shall be retained. The City shall pick-up 75% of the employees' portion, subject to legislation.

**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) on the MOS' day off and on work days when they are required to appear to court greater than 1.5 hours of their start time.
  - 2. The time shall begin when the MOS notifies Communications that he/she is en-route to said trial/hearing. 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.
  - 3. If there are multiple court appearances in a single day, with three hours of separation between the end of one hearing and the start of the next, MOS may claim two hours minimum of court time for each appearance. Such time is only applicable to one court hearing in the a.m. and one in the p.m.
  - 4. When an MOS is required to appear for court on a work day, but equal to or within 1.5 hours of the start of the work day, the MOS will be compensated at straight time until the start of the work day.
  
- 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 40 hour calculation for overtime.

**ARTICLE 28**  
**SPECIAL COMMITTEES**

- A. When the Chief determines the need has arisen, the Chief shall appoint a special committee to include non-managerial personnel for input and advice. 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 may select one member for the committee. The selection shall be based on education, training, skill, etc., and is subject to the approval of the Chief.
  3. Association participation on special committees shall not be considered a substitute for bargaining on those issues of mandatory bargaining.
- B. After researching, analyzing, and/or developing ideas, the special committee shall document its findings and submit a final recommendation to the Chief.

**ARTICLE 29**  
**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” status. On-call MOS may be issued cell phones 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, the MOS shall be compensated for actual time on-call at his or her regular rate of pay, unless otherwise stated in this article
- B. Only an MOS of the rank of Captain or higher may be authorized to place an MOS on on-call status.
- C. The Department may maintain on-call lists as needed. While on-call, MOS shall respond to any call or text message within 15 minutes.
- D. The Traffic Section, Criminal Investigations Division, and K-9 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 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 Section-Motor Unit, DWI Unit – MOS shall receive seven (7) hours compensatory time for each seven-day period the MOS is designated as the on-call traffic investigator.
  - 2. Criminal Investigations Division - MOS assigned to the investigations division shall receive seven (7) hours of compensatory time for each seven-day period the MOS is designated as the on-call detective.
  - 3. Drug Recognition Expert (DRE) - MOS assigned as DRE’s shall receive seven (7) hours compensatory time for each seven-day period the MOS is designated as the on-call DRE.
  - 4. K-9 Handler- MOS assigned as K-9 handlers shall receive seven (7) hours of compensatory time for each seven-day period the MOS is designated as the on-call K-9 handler.
- E. When MOS subject to on-call status are recalled to duty, they shall receive their regular pay-rate at straight time.

**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-Communications MOS. The Department shall post a list of date(s) and time(s) soliciting qualified MOS.
- B. Offers of extra duty and chief's overtime shall be made to qualified MOS by Department seniority.
1. MOS shall be limited to ten (10) extra duties, and/or Chief's overtimes, per month. This shall not include minimal assignments. Minimal assignments are those that are scheduled for 3 hours or less per assignment. If there are not enough MOS to fill a Chief's overtime or extra duty, MOS who have exceeded their monthly limit may be used to fill the detail. Multiple MOS over their limit will use Department seniority to determine who is awarded the assignment.
  2. Police Officers and Communications 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 one hour for Communications MOS and two hours for Police Officers when the MOS is not scheduled to work the following day and when no other MOS has submitted a request to work. Exceptions may be applicable in accordance with NMSA 50-4-30.
  3. MOS shall not work extra duty assignments if it compromises their regularly scheduled work performance. MOS shall not take PTO during a regularly scheduled shift in order to work Chief's Overtime or any extra-duty overtime, unless minimum staffing is achieved.
- 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 24 hours of the scheduled start time of the detail. If the MOS fails to secure an alternate MOS outside of the 24 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 two (2) months from the date of the last missed detail. Any missed overtime details of three (3) or more within a twelve (12) month period will result in the MOS not being eligible for overtime details for a minimum of six (6) months.
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 detail does not have an alternate list, the MOS shall be responsible to find a replacement and notify the supervising MOS.
  3. If MOS does not secure an alternate prior to 24 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. When an MOS accepts or is awarded a detail on such short notice, that detail will not count toward the MOS's limit for monthly details.
- F. The rate of pay to an MOS for a Chief's Overtime assignment shall be either \$45.00 or time-and-a-half per hour, whichever amount is greater, 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. The Grant Coordinator may allow for grant-funded overtime to be paid double time if permitted by the grant.
- H. If 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 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 City Information:** The City shall make available to the Association upon its written request any non-privileged public information in the City's possession, which is 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.
- C. **Access to City Communication System:** The City's e-mail and cell phones, may be used for individual business-oriented communication between MOS represented by the Association and the paid staff of the Association and such MOS.
- D. **Access to Mailboxes:** The City agrees to provide a mailbox for each MOS of the bargaining unit without an office.
- E. **Bulletin Board:** Spaces shall be provided at Department Headquarters 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 three (3' X 4') wall space At 500 Quantum Road, to include the briefing room, Investigations and Communications.

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; or 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 special conference as set forth below.
- F. **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, POLICIES, 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.
  
- D. All notices, requests, data, or other information required to be provided by the City and/or Department shall be provided in writing to the Association President. All notices or information provided to the Association President shall deem to have been received by the Association.
  
- 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 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 recruitment incentive of \$1,000 shall be awarded to any MOS that recruits a certified dispatcher or police officer to be employed within the Rio Rancho Police Department.
- C. A recruitment incentive of \$500 pay shall be awarded to any MOS that recruits a new (non-certified) dispatcher or police officer to be employed within the Rio Rancho Police Department.
  - 1. The recruitment incentive 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 recruitment incentive.
- D. Field Training Officers and Communications Training Officers- in an effort to evolve the program to be a bidded assignment as established in Article 35, part 1 below will remain in effect until the March 2023 bid. Thereafter, the FTO/CTO program as established in Article 35 and the Reserve FTO/CTO parameters outlined in part 2. will become effective in place of part 1.
  - 1. Field Training Officers and Communications Training Officers will be compensated while performing that function at a rate of \$100 per pay period. MOS must have attended, and successfully completed, an accredited field officer training program in order to receive the specialty pay.
  - 2. Reserve Field Training Officers and Reserve Communications Training Officers will be compensated while performing that function equivalent to 1 hour at time and one-half for every shift worked as a reserve FTO/CTO. MOS must have attended, and successfully completed, an accredited field training officer training program in order to receive the specialty pay.
- E. Field investigators will be compensated at a rate of \$50 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.
- F. **SWAT, Police Canine Handlers, Traffic Section, Criminal Investigations Division, Technology Surveillance Team (TST), Crisis Intervention Team (CIT), and Crisis Negotiation Team** - MOS assigned to will receive \$50.00 per pay period. MOS are only eligible for one \$50.00 incentive per pay period.

## G. Police Canine Handlers

1. Except as otherwise provided below, current active canine handlers shall be scheduled for 10-hour work days with one (1) hour dedicated to care of the canine each day in which a police canine is in the care of the assigned handler. For each day spent by the assigned handler caring for the canine while off-duty, the canine handler MOS shall receive one hour of base pay equal to time and one-half.
2. For scheduled days off and PTO when the canine is in the assigned handler's care, such time shall be accounted for properly in the timekeeping system.
3. Canine handlers shall not be compensated the one hour when the canine is boarded at an approved facility or is not in the care of the assigned handler.

H. When an MOS is no longer assigned to one of the aforementioned specialty positions, any specialty pay will be removed and the work schedule will revert to the regular 10-hour work day 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 at the beginning of the first full pay period in March and September of each year.
2. 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.
3. 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.
4. The bidding shall be based on the Classification seniority.
5. The bidding shall pertain to shift and days off.
6. 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 upon each shift bid, and in the event of any subsequent changes.

**ARTICLE 35  
COMPENSATION**

**A. Fiscal Year 2026:**

1. Effective the first full pay period following ratification and signature of this Agreement or the first full pay period following resolution of impasse, whichever is later, bargaining unit employees other than Dispatch Supervisors and Dispatch Senior Supervisors will receive a four percent (4%) increase to the base rate of pay and Dispatch Supervisors and Dispatch Senior Supervisors will receive a five percent (5%) increase to the base rate of pay to address compression.
2. Sworn Officers who sign a Retention Incentive Agreement within thirty (30) days of the effective date of this Agreement in Fiscal Year 2026 committing to one (1) year of service will receive a \$5000.00 retention incentive payable in two (2) installments six (6) months apart. Non-sworn-employees and Communications employees who sign a Retention Incentive Agreement within thirty (30) days of the effective date of this Agreement in Fiscal Year 2026 committing to one (1) year of service will receive a \$1000.00 retention incentive payable in two (2) installments six (6) months apart.
3. In Fiscal Years 2027 and 2028, subject to specific appropriation by the City Council, Sworn Officers who sign a Retention Incentive Agreement in the month of August 2026 and 2027, respectively, committing to one (1) year of service will receive a \$3000.00 retention incentive payable in two (2) installments six (6) months apart.
4. In Fiscal Years 2027 and 2028, subject to specific appropriation by the City Council, non-sworn employees and communication employees who sign a Retention Incentive Agreement in the month of August 2026 and 2027, respectively, committing to one (1) year of service will receive a \$1000.00 retention incentive payable in two (2) installments six (6) months apart.

**B. Compensation Plan: Sworn Officers**

**1. Career Progression Model**

<b><i>CLASSIFICATION TITLE</i></b>	<b><i>HOURLY RATE</i></b>	<b><i>TENURE: YEARS IN CLASSIFICATION</i></b>	<b><i>TRAINING REQUIREMENTS</i></b>	<b><i>PERFORMANCE/ COMPETENCY RATING</i></b>
Police Officer 1st Class	\$30.41	Completion of probationary period *, **	Continued completion of biennium training	At least meets expectations for applicable rating
Senior Officer	\$31.58 + 5% add rate for FTO Assignment	3 years after date of hire *, **	Successful completion of intermediate level certification through NMLEA	At least meet expectations for applicable rating
Master Officer	\$36.85	5 years after date of hire *, **	Successful completion of advanced level	At least meet expectations for applicable rating

	+ 5% add rate for FTO Assignment		certification through NMLEA	
Corporal	\$39.76	Minimum Requirements in Accordance with Promotional Process	Minimum Requirements in Accordance with Promotional Process	At least meet expectations for applicable rating
Sergeant	\$44.45	Minimum Requirement in Accordance with Promotional Process	Minimum Requirements in Accordance with Promotional Process	At least meet expectations for applicable rating

## 2. Educational Incentive

\*Officers with the following college degrees during their interim periods in any career development classification will receive credit for a reduction in the required time in grade classifications needed to achieve the next higher classification. This can only be applied once for each degree earned while in the grade. Degrees may not be combined and only the highest degree will be counted. For example: (Time Credit) Associates Degree= 6 months, Bachelor's Degree= 1 year and Master's Degree= 1.5 years.

\*\*Lateral officer time will be considered in accordance with RRPD Standards and Procedures Manual; however, it will only apply to the tenure requirement and not certification level.

## 3. Field Training Officer (FTO) Assignment

- a) For assignment as a full-time, Field Training Officer, the MOS shall meet all of the following criteria at the time of application:
  - 1) A minimum of three years total experience as a full-time certified officer at a municipal, county, or state law enforcement agency.
  - 2) Completion of a New Mexico Law Enforcement Academy accredited Field Training Officer course.
  - 3) Have at least one consecutive year (12 months) of full-time certified law enforcement experience with the Department, and;
  - 4) Pass the following:
    - (a) A written examination.

- i. The written examination shall be validated by members of the Department command staff and, when practical, a representative of the Association who does not present a conflict of interest.
    - ii. The validation process shall ensure that the content of the written examination is appropriate for the job classification of Field Training Officer.
    - iii. An MOS must have a minimum passing score of 75% on the exam, in order to proceed to the assessment board. The written examination is worth 30% of the total score.
  - b) An assessment board composed of two MOS from within the Department and three personnel from other law enforcement agencies. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist.
    - 1) This process will include at least one skill assessment relative to the position of Field Training Officer.
    - 2) The highest and lowest individual assessor scores will not be included in the overall score.
    - 3) The assessment board is worth 70% of the total score.
    - 4) MOS must pass each assessment phase with a minimum of 70% to move on to the next phase. MOS who do not meet the 70% minimum shall be dropped from the process.
  - c) Terms of assessment and ranking as outlined in Article 15.E.7 through 13 are also applicable to this process.
  - d) For assignment as a Reserve Field Training Officer, the applicant must meet the same requirements as the full-time Field Training Officer except for the written and skill assessments.
  - e) The Chief reserves the right to determine the number of available Field Training Officer assignments and is able to remove an assigned MOS from the program at any time, with notice of at least 10 business days.
4. PERA Enhancement Pay- Officer, Sergeant, and Corporal MOS with continuous law enforcement service to Rio Rancho Police Department shall receive PERA Enhancement Pay in accordance with the below schedule. Lateral time with another law enforcement entity is not applicable to credit for PERA Enhancement Pay:

12 years after date of hire through 15 years	\$1500/year *\$57.69/pay period
16 years after date of hire through 19 years	\$3000/year *\$115.38/pay period
20 years after date of hire and after	\$6000/year *\$230.77/pay period

\*Denotes breakdown of monthly longevity amount divided by 26 pay periods.

### C. Compensation Plan- Communications Employees

#### 1. Career Progression Model

<b><i>TITLE</i></b>	<b><i>HOURLY PAY RATE</i></b>	<b><i>TENURE (YEARS IN CLASSIFICATION) AND TRAINING REQUIREMENTS</i></b>
Dispatcher I	\$25.15 + 5% add rate for CTO Assignment	End of probation (approximately 1 year after date of hire) and Successful Completion of LEA Basic Certification, Emergency Medical Dispatch License Certification, and completion of on the job training with CTOs.
Dispatcher II	\$26.89*, ** + 5% add rate for CTO Assignment	3 years after date of hire and Intermediate Certification through NMLEA (an application for the Intermediate Certificate forwarded to the Training Unit will suffice for this requirement).
Dispatcher III	\$29.24*, ** + 5% add rate for CTO Assignment	5 years after date of hire and Advanced Certification through NMLEA (an application for the Advanced Certificate forwarded to the Training Unit will suffice for this requirement).
Dispatch Supervisor	\$31.89	Upon promotion to Dispatch Supervisor classification (Promotional requirements in Article 15)
Dispatch Senior Supervisor	\$34.24	Upon promotion to Dispatch Senior Supervisor classification (Promotional requirements in Article 15).

#### 2. Educational Incentive

\*Dispatch personnel with the following college degrees during their interim

periods in any career development classification will receive credit for a reduction in the required time in grade classifications needed to achieve the next higher classification. This can only be applied once for each degree earned while in the grade. Degrees may not be combined and only the highest degree will be counted. For example: (Time Credit) Associates Degree= 6 months, Bachelor's Degree= 1 year and Master's Degree= 1.5 years.

**\*\*Lateral dispatch operator time will be considered in accordance with RRPD Standards and Procedures Manual; however, it will only apply to the tenure requirement and not certification level.**

### 3. Communications Training Officer (CTO) Assignment

- a) For assignment as a full-time Communications Training Officer, the MOS shall meet all of the following criteria at the time of application:
  - 1) A minimum of two years total experience as a full-time certified operator at a municipal, county, or state public safety answering point.
  - 2) Completion of a New Mexico Law Enforcement Academy accredited Field Training Officer or Communications Training Officer course.
  - 3) Have at least one consecutive year (12 months) of full-time certified operator experience with the Department, and;
  - 4) Pass the following:
    - (a) A written examination.
      - i. The written examination shall be validated by members of the Department command staff and, when practical, a representative of the Association who does not present a conflict of interest.
      - ii. The validation process shall ensure that the content of the written examination is appropriate for the job classification of Communications Training Officer.
      - iii. An MOS must have a minimum passing score of 75% on the exam, in order to proceed to the assessment board. The written examination is worth 30% of the total score.
    - (b) An assessment board composed of two MOS from within the Department and three personnel from other public safety answering points or public safety organizations. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist.

- i. This process will include at least one skill assessment relative to the position of Communications Training Officer.
  - ii. The highest and lowest individual assessor scores will not be included in the overall score.
  - iii. The assessment board is worth 70% of the total score.
  - iv. MOS must pass each assessment phase with a minimum of 70% to move on to the next phase. MOS who do not meet the 70% minimum shall be dropped from the process.
- b) Terms of assessment and ranking as outlined in Article 15.E.7 through 13 are also applicable to this process.
  - c) For assignment as a Reserve Communications Training Officer, the applicant must meet the same requirements as the full-time Communications Training Officer except for the written and skill assessments.
  - d) The Chief reserves the right to determine the number of available Communications Training Officer assignments and is able to remove an assigned MOS from the program at any time, with notice of at least 10 business days.
4. PERA Enhancement Pay- Call Taker and Dispatch MOS with continuous communications experience with Rio Rancho Emergency Communications Center shall receive PERA Enhancement Pay in accordance with the below schedule. Lateral time with another public safety answering point entity is not applicable to credit for PERA Enhancement Pay:

5 years after date of hire through 10 years	\$1000/year *\$38.46/pay period
11 years after date of hire through 15 years	\$1250/year *\$48.07/pay period
16 years after date of hire and after	\$1500/year *\$57.69/pay period

\*Denotes breakdown of monthly longevity amount divided by 26 pay periods.

**D. Compensation Plan- Non-Sworn Employees**

<i>TITLE</i>	<i>HOURLY PAY RATE</i>	<i>TENURE: YEARS IN CLASSIFICATION</i>
Public Safety Aide II	\$20.25	End of probation for new hires/after 1 year

		of hire into classification for City transfers
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<i><b>TITLE</b></i>	<i><b>HOURLY PAY RATE</b></i>	<i><b>TENURE: YEARS IN CLASSIFICATION</b></i>
Property & Evidence Technician II	\$21.80	End of probation for new hires/after 1 year of hire into classification for City transfers through 3 years
Property & Evidence Technician III	\$22.89	4 years after date of hire into classification through year 6
Property & Evidence Technician IV	\$24.03	7 years after date of hire in classification and after

<i><b>TITLE</b></i>	<i><b>HOURLY PAY RATE</b></i>	<i><b>TENURE: YEARS IN CLASSIFICATION</b></i>
Crime Scene Technician II	\$23.98	End of probation for new hires/after 1 year of hire into classification for City transfers through 3 years
Crime Scene Technician III	\$25.18	4 years after date of hire into classification through year 6
Crime Scene Technician IV	\$26.44	7 years after date of hire in classification and after

<i><b>TITLE</b></i>	<i><b>HOURLY PAY RATE</b></i>	<i><b>TENURE: YEARS IN CLASSIFICATION</b></i>
Crime Analyst II	\$26.52	End of probation for new hires/after 1 year of hire into classification for City transfers through 3 years
Crime Analyst III	\$27.85	4 years after date of hire into classification through year 6
Crime Analyst IV	\$29.24	7 years after date of hire in classification and after

<i><b>TITLE</b></i>	<i><b>HOURLY PAY RATE</b></i>	<i><b>TENURE: YEARS IN CLASSIFICATION</b></i>
Lead Property & Evidence Technician II	\$28.64	End of probation for new hires/after 1 year of hire into classification for City transfers through 3 years
Lead Property & Evidence Technician III	\$30.06	4 years after date of hire into classification through year 6
Lead Property & Evidence Technician IV	\$31.58	7 years after date of hire in classification and after

**1. PERA Enhancement Pay- Non-sworn MOS with continuous employment with the City shall receive PERA Enhancement Pay in accordance with the below schedule:**

<p><b>10 years after most recent date of hire through 14 years, 364 days</b></p>	<p><b>\$1000/year</b> <b>*\$38.46/pay period</b></p>
<p><b>15 years after most recent date of hire through 19 years, 364 days</b></p>	<p><b>\$2000/year</b> <b>*\$76.92/pay period</b></p>
<p><b>20 years after most recent date of hire and after</b></p>	<p><b>\$4000/year</b> <b>*\$153.85/pay period</b></p>

**\*Denotes breakdown of monthly longevity amount divided by 26 pay periods.**

**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 \$35 per pay period. Late Swing is also applicable to Communications, Canine Unit and DWI Unit MOS.
  - 2. Graveyard Shift – MOS shall receive \$ 40 per pay period. Graveyard Shift is applicable to Communications and patrol section MOS only
  
- 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 34.C.
  
  - 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**

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**

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**

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) and/or Memorandum of Agreement (MOA). The Association will be responsible for its distribution to all covered members.

**D. Term of Agreement**

This agreement shall be effective the first full pay period following ratification and signature of this agreement, or the first full pay period following resolution of impasse, whichever is later, and remain in full force and effect until June 30, 2028. If the parties have not reached a new Agreement as of June 30, 2028, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. Either party may request to open negotiations for a successor agreement by filing written notice with the other party during the month of April 2028. Either party may request reopening of Article 35 Compensation by filing written notice with the other party in the month of March, with the parties agreeing to meet no earlier than April 1 of each year to negotiate wage compensation for next year's fiscal budget.

IN WITNESS WHEREOF, the parties have set their hands and seals this 12<sup>th</sup> day of September, 2025.

**Rio Rancho Police and Communications Association**

  
\_\_\_\_\_  
Kevin Buchanan, RRPCA President

September 12, 2025  
Date

City of Rio Rancho



Matt Geisel, City Manager

12/Sept/2025

Date

**MEMORANDUM OF AGREEMENT  
FIRST MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT  
DATED SEPTEMBER 22, 2025 THROUGH JUNE 30, 2028 BETWEEN THE CITY OF RIO RANCHO AND  
THE RIO RANCHO POLICE AND COMMUNICATIONS ASSOCIATION**

This Memorandum of Agreement ("MOA") is entered into this 30<sup>th</sup> day of November 2025, by and between the Rio Rancho Police and Communications Association ("RRPCA") and the City of Rio Rancho ("City"), together referred to as the "Parties".

To provide clarity about the incentive form of compensation due to members of service ("MOS") who are authorized to serve as an active canine handler, the Parties agree to revise Article 33.G Specialty Pay by replacing the current language in its entirety with the following:

**G. Police Canine Handlers**

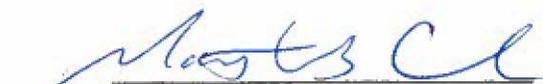
1. Except as otherwise provided below, active canine handler MOS shall receive compensation equal to one (1) hour of base pay at straight time for each regularly scheduled workday spent caring for their assigned canine.
2. For regularly scheduled workdays and at shift supervisor discretion, the one (1) hour may be compensated in the form of a late arrival or early departure from the regularly scheduled shift and appropriately recorded in the timekeeping system.
3. For each day the assigned handler provides care while off duty (i.e., on a non-scheduled workday), the canine handler MOS shall receive one (1) hour of base pay equal to time and one-half and appropriately recorded in the timekeeping system.
4. The forms of compensation outlined above are provided solely as a benefit to MOS assigned to canine care. This compensation does not constitute hours worked and will not be included in overtime calculations under the FLSA.
5. Canine handlers shall not be compensated the one (1) hour when the canine is boarded at an approved facility or is otherwise not in the care of the assigned handler.

**Termination or Modification.** This agreement, or its attachments, shall not be amended or modified except by an instrument in writing executed by the signatories or their authorized representative. However, notice of changes in persons holding positions, changes in addresses, and similar changes of ministerial nature do not constitute amendments which require approval.

**IN WITNESS WHEREOF,** both RRPCA and the City have caused this Memorandum of Agreement to be duly executed.

  
\_\_\_\_\_  
Kevin Buchanan, Acting President RRPCA

Date 11/26/25

  
Matthew Geisel, City Manager

Date 1/Dec/2025

Approved as to form:

  
Josh Rubin, City Attorney

Date 1/1/2025