BETWEEN

THE CITY OF RIO RANCHO

AND

RIO RANCHO POLICE FIRE DISPATCH ASSOCIATION

NMCPSO /NCPSO - Local 7911



Effective: July 1, 2007 through June 30, 2010

AGREEMENT PREAMBLE

THIS AGREEMENT is entered into this 12th day of September, 2007 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 Department of Public Safety Association 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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AGREEMENT ARTICLE I RIGHTS

- **A. Association Rights** The City recognizes the Rio Rancho Police, Fire and Dispatch Association as the exclusive bargaining unit for full-time paid, non-exempt MOS of the City of Rio Rancho hired to perform various public safety duties other than animal control or code enforcement duties.
 - Inclusions This Agreement specifically includes: sergeants, corporals, police officers, detectives, training coordinators, battalion chiefs, fire marshals, district commanders, paramedics, firefighter/EMTs, fire engineers, fire inspectors, dispatch shift supervisors, dispatch training coordinator, NCIC coordinator, dispatchers, call takers, booking officers and evidence technicians employed by the Department of Public Safety. The Association may bargain for these MOS in negotiating wage rates, work hours, benefits, obligations and other conditions of employment.
 - 2. Exclusions This Agreement specifically excludes new hire probationary status, exempt MOS and the supervisory, managerial and confidential positions: director, deputy chiefs or fire/EMS commanders, police captains and lieutenants, public information officers, administrative assistants, Communication Manager, Communication Supervisor; seasonal MOS, temporary MOS, contract MOS, part-time MOS and term MOS; and other such employment positions as the parties shall agree to be excluded under this Agreement.

3. Position Changes

- a. When the City creates a new position within the Department of Public Safety that is not currently classified or changes the classification of a current position Human Resources shall notify the Association in writing.
- b. The Association shall have the option to notify the City in writing within five working days after receipt of notification by the City in 3a, above, that it wishes to re-open the agreement for the purpose of negotiating the impact of the new position or change in classification on the terms and conditions of this agreement. The City and Association shall thereafter re-open negotiations solely for such purpose. Failure of the Association to notify the City within this specified period shall constitute a waiver of the right to dispute the status.
- **B.** City Rights Except as specifically restricted by an express provision of this Agreement or other statutory provision, the City retains and may exercise all statutory management rights.
- C. Interference The Association shall not attempt to cover up any MOS misconduct.

AGREEMENT 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.
- The City shall make withdrawals of Association dues from MOS's wages without cost to the MOS or the Association. All Association dues shall be forwarded to the Association within ten days of withdrawal.
- 3. The City shall, upon any other non-bargaining MOS's signed authorization, deduct Association membership dues or other dues each pay period without cost to MOS or the Association.
- 4. If MOS is later assigned outside of the Association, MOS shall notify the City of any change in membership dues deduction.
- 5. The Association shall pay for the defense of and hold the City harmless on any and all issues pertaining to Association dues.

B. Fair Share

- 1. Upon written notification by the Association President or Vice President to Human Resources, any regular, non-probationary MOS, whose classification falls within the bargaining unit and who does not desire to pay Association dues, shall have deducted from his/her pay, by the City as a condition of employment, a fair share fee in the amount of 75% membership dues to be remitted to the Association within 30 days of becoming a member of the bargaining unit or after ending probationary status.
- 2. This fair share fee shall be solely to defray the Association's costs for services in negotiating and administering this contract and shall be segregated by the Association and used on a pro rata basis.
- 3. At the end of each year, the Association shall provide to the City as part of its annual audit, an accounting of all fair share fees collected. These fair share fees shall be compared with actual expenditures incurred in negotiating and administering the current contract.
 - a. Within 30 days of the end of the year, the Association shall provide to the City actual costs and collected fair share fees.
 - b. The City shall within 15 days notify the non-members of any available pro-rata refunds.
 - 1) The non-members shall have 15 days to contest the amount of the refunds.
 - 2) If no objections are received, the Association shall disburse the appropriate refunds. No distribution shall occur until any objection has been resolved.
 - 3) Any non-member who terminates employment prior to the end of the contract year forfeits any right to a refund.
- 4. The Association shall pay for the defense of and hold the City harmless on any and all issues pertaining to Association fair share.

C. Membership Objections

- 1. An MOS who objects to membership in the Association on the basis of religious tenets or teachings of a church or religious body of which the MOS is a member shall inform the Association and City of his/her objection.
- 2. The Association and/or the City may then verify the basis of the objection and will confirm in writing

whether it contests the charitable contribution.

3. The MOS shall then arrange with the Human Resources for contributing to a non-religious charity an amount equal to Association dues.

D. Dues Suspended or Terminated

- 1. Upon signed authorization, when a member in good standing with the Association is in a non-pay status or when an MOS is called to active military duty for an entire pay period, no dues deduction shall be made. In any pay period, when net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this regard all other legal and required deductions shall have priority.
- 2. A member may terminate Association membership, but not their fair share deduction, by notifying the Association and the City of his/her intention by means of a signed cancellation, to be submitted to Human Resources. The member must give a minimum of ten days notice to the City of such intention.
- E. **Increased Dues:** In the event that the Association members vote to increase dues, the Association will notify the City at least 30 days prior to the effective date for the dues increase by letter which will cover all Association members rather than submitting new authorizations for each member.

AGREEMENT ARTICLE 3 ALLOCATED MEETING TIME

A. Association Negotiation Team

- 1. The Negotiations Team will be limited to five members. MOS on the team shall be compensated for attendance at scheduled negotiation meetings with the City. The Negotiations Team shall not be compensated for other negotiation time other than what is provided in this Agreement.
- 2. The City agrees not to transfer Negotiations 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, three vice presidents, three trustees and 6 Stewards from Police, 3 stewards from Fire/Rescue and 4 stewards from Dispatch.
 - b. Authorized representatives shall be certified in writing to the City.
 - c. It is recognized that it will be necessary for Association activities to be carried on during working hours. Stewards shall be compensated while on duty, not to exceed two hours per week per representative, for the processing of complaints and disputes.
 - d. The Association President shall be compensated while on duty, not to exceed ten hours per week, for the investigation and processing of complaints and disputes. Vice Presidents shall be compensated while on duty, not to exceed three hours per week per representative, for the processing of complaints or disputes and attendance at executive board meetings. The Director may extend the time spent on these matters when it is in the best interests of DPS.
 - e. Authorized representatives shall not be compensated for other Association business, other than what is provided in this contract, or for handling Association business, to include the processing of disputes, while off duty.
 - f. Authorized representatives shall accurately document all compensable Association time on the Department's Time Accountability Form.
 - g. The Association President may give a portion of his allotted weekly hours to another representative when the need arises. Hours given to another representative will be used in the same work week. The Association President shall submit a monthly report to the Director detailing all hours the Association President used, hours given to another representative, date and time the given hours were used, and the name and employee number of the representative who used the hours.
 - h. All hours allotted for use under this article shall only be for use on a weekly basis, and shall not accrue or be combined with other hours allowed during subsequent or previous weeks.
- At the request of a recognized representative, the City will agree to release the MOS for a reasonable amount of time from the MOS's work duties for the investigation and processing of complaints and disputes, provided that such time does not appreciably interfere with the operations of the City. The City shall not unreasonably deny these requests.
- 3. There are Association activities such as posting notices, etc. which only require negligible periods of time. Where such activities are reasonably to be performed during working hours, they may be done without loss of pay to the recognized representative involved, providing the activities do not interfere with the operations of the City.
- D. On-duty MOS shall be permitted to attend regularly scheduled, monthly Association meetings, provided that such time does not interfere with the operations of the City and does not exceed one hour. Additional

time for meals may be permitted provided that no calls for service are pending.

E.Upon at least one-month notification, the City shall place four previously designated executive board members and stewards of the Association on special duty for the purpose of attending as official delegates, association's conventions or conferences to the extent that such special duty does not interfere with the reasonable needs of the City. However, the total time for all such leaves will not exceed one hundred and sixty (160) hours per contract year.

AGREEMENT ARTICLE 4 WORK SCHEDULES AND PAY PERIOD

A. Definitions For This Article

- 1. FLSA Fair Labor Standard Act
- 2. Kelly Day A scheduled day off which is over and above an MOS's regular day off.
- 3. Overtime The time worked which is more than an MOS's scheduled work time.
- 4. RDO Regular Day Off
- 5. Recall When an MOS is required to work on his/her Kelly day or other time off.
- 6. Straight Time An MOS's normal, base hourly rate.
- 7. Time and One-Half When an MOS works beyond the FLSA threshold, the MOS shall be compensated at a rate of one and one-half times their hourly rate.
- **B**. The Department shall assess the public safety needs, based on available staffing levels, occurrence of calls for service, and MOS shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the MOS' job description.
 - Job descriptions for each authorized position will be kept on file in Human Resources. When posting lateral positions with additional or different job functions, the posting shall contain the additional or different functions. A copy of the posting will be kept on file in Human Resources.

C. Patrol Section

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

- D. Criminal Investigation Section, Traffic, Training, Community Relations Unit, Fire Inspections, Front Desk, Court Security, and Internal Affairs
 - 1. Workday MOS assigned to Criminal Investigation Section, Traffic, Training, Community Relations Unit, Fire Inspections, Front Desk, Court Security, and Internal Affairs shall work a flexible schedule of 40 hours per calendar week.
 - 2. Workweek A normal scheduled workweek shall consist of either four or five consecutive days and total 40 hours, however, under Section 207(k) of the Fair Labor Standards Act, the City shall not be required to pay the overtime rate of pay (time and one-half) for these MOS until such MOS has worked 43 work hours. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
 - 3. Work Shifts: Under a flexible work schedule, changes to the MOS's schedule may be made with the written approval of the MOS and the supervisor.
 - 4. Pay Period: The pay period for these MOS shall be two consecutive workweeks, or 14 days.
 - 5. Breaks and Meal Periods
 - a. These MOS workdays will include a one-hour meal break and one, 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
 - b. Breaks and meal periods must occur at scheduled hours appropriately spread apart and regulated by MOS's supervisor. Breaks and meal periods should not be combined or accumulated. There may be times due to extremely high call volume when this may be allowed. Supervisors are responsible for monitoring these incidences. Frequent or regular incidences of combining breaks and meal times will result in corrective or disciplinary action.
 - c. Breaks and meal periods can be interrupted and adjusted to accommodate a call for service.
 - d. MOS shall not be compensated for breaks or meal periods when that time is either at the beginning or end of their shift.
- **E. Non-Emergency MOS** These MOS shall include MOS assigned to Evidence Technician, and other MOS permanently or temporarily assigned to administrative or non-emergency functions.
 - 1. Workday and Shifts These MOS shall work varying hours as the needs of the job dictate.
 - 2. Workweek A normal scheduled workweek shall consist of 40 hours of work; however, the City shall not be required to pay the overtime rate of pay (time and one-half) for these MOS until such MOS has worked 40 work hours.
 - a. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
 - b. However, for weekend night shifts the workweek will begin on Monday at 0600 hours and end seven consecutive 24-hour periods later.
 - 3. Pay Period The pay period for these employees shall be two consecutive workweeks, or 14 days.
 - 4. Breaks and Meal Periods
 - a. These MOS will not be compensated for a meal period, but will be eligible for a 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
 - b. Breaks and meal periods must occur at scheduled hours appropriately spread apart and regulated by MOS's supervisor. Breaks and meal periods cannot be combined or accumulated.

- c. Breaks can be interrupted and adjusted to accommodate a call for service.
- MOS shall not be compensated for breaks when that time is either at the beginning or end of their shift.

F. Communications Division

- 1. Workday The normal workday for the Communications Division shall be ten hours.
- Workweek A normal scheduled workweek shall consist of four consecutive days and total 40 hours; however, the City shall not be required to pay the overtime rate of pay (time and one-half) for these MOS until such MOS has worked 40 work hours.
 - a. The workweek will begin on a Monday at 00:00 hours and end seven consecutive 24-hour periods later.
 - b. However, for weekend night shifts the workweek will begin on Monday at 06:00 hours and end seven consecutive 24-hour periods later.
- 3. Work Shifts Normal work shifts may include day, swing, and graveyard shifts, and shall be 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. These MOS workday will include a one-hour meal break and one, 15-minute break for every consecutive four hours worked each workday, unless otherwise provided in this Agreement.
 - b. Breaks and meal periods must occur at scheduled hours appropriately spread apart and regulated by MOS's supervisor. Breaks and meal periods cannot be combined or accumulated.
 - c. Breaks and meal periods can be interrupted and adjusted to accommodate a call for service.
 - d. MOS shall not be compensated for breaks or meal periods when that time is either at the beginning or end of their shift.

G. Fire/Rescue Department MOS

- 1. 48 Hours On and 96 Hours Off Schedule (48/96) with Every Other Kelly Day
 - a. There will be three squads: "A", "B", "C", which will have a similar complement of MOS assigned to each.
 - b. Work Period
 - MOS assigned to the Fire/Rescue Division, other than those assigned to administrative duties as indicated above, shall work 48 consecutive hours then be off for 96 consecutive hours. This cycle will then repeat itself.
 - 2) FLSA regulations state that the maximum work hours for straight time on a 28 day work period is 212 hours. After the 212th hour threshold, MOS shall be compensated at a rate of 1½ times their straight rate.
 - 3) The MOS will be scheduled one Kelly Day, one additional day off, every six-weeks.
 - 4) The start time for the 48/96 hour work period will be 0700 hours and end 48 consecutive hours later.
- 2. Pay Period

- a. The pay period for these MOS will be 28 consecutive days to begin on a Monday and end 28 24-hour consecutive periods later.
- b. Holidays will officially begin at 0700 hours.
- 3. Benefit Time Usage: Benefit time, such as, funeral leave, military leave etc may only be used to bring an MOS's time up to the time that they would have been normally scheduled to work in a 28 day period.

4. Sleep Time

- a. MOS shall be compensated for sleep time as part of their regularly scheduled duty time when they are at a designated DPS station and confined to station duty.
- b. Sleep time shall be regulated by the captain.
- c. Due to calls for service, no MOS will be guaranteed eight hours of uninterrupted sleep.
- d. MOS shall provide and maintain their own bedding, towels and personal hygiene items.

5. Meal Periods

- a. Meal periods can be interrupted/adjusted to accommodate a call for service.
- b. MOS shall be eligible for two meal periods for each 24 hour time period each of which shall not exceed one hour. MOS shall also be eligible for an additional meal period directly after their first 24-hour period/sleep period.

6. Break Time

- a. Break times can be interrupted/adjusted to accommodate a call for service.
- 7. Day-to-day station operations for the Fire Rescue Department shall be directed by the captain or as otherwise ordered or determined by the fire chief.

H. Breaks and Meal Periods

- A reasonable effort will be made to afford MOS the appropriate meal and rest breaks during their shifts. MOS compensated for meal and rest breaks during their duty hours may, from time to time, miss those breaks due to public demands for service. In situations where MOS are called to service during their break time, the MOS shall not receive additional compensation.
- 2. Travel time to and from a break or meal period is considered time on break except for those MOS assigned to the patrol division, or fire/rescue department working a 48/96 schedule.

AGREEMENT ARTICLE 5 REGULAR OVERTIME AND COMPENSATORY TIME

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

B. Regular Overtime

- 1. Definition Public safety work that is compensable in excess of the time an MOS is normally scheduled to work in a single work period.
- 2. The appropriate supervisor shall approve all regular overtime prior to an MOS performing the work.
- 3. When a supervisor authorizes an MOS to work beyond their regularly scheduled shift (including time before and after a scheduled shift), the MOS shall be paid the appropriate overtime rate as follows:
 - a. Communications, booking officers and evidence technician's rate of pay shall be straight time up to and including the 40th hour of work within the workweek and time and one-half after the 40th hour.
 - Communications workers who are forced to work past their ten hour shift will receive double the hourly rate.
 - b. PSOs, corporals, detectives and sergeants rate of pay shall be straight time up to and including the 43rd hour of work within the workweek and time and one-half after the 43rd hour.
 - c. MOS in the Fire/ Rescue Department rate of pay shall be at straight time up to and including the 212th hour of work within the work period (28 days) and time and one-half after the 212th hour.
- 4. Overtime shall be calculated by the workweek or work period as indicated above.
 - a. Sick leave shall not be included as time worked in the overtime calculation.
 - b. MOS injured on-the-job which results in a valid workers compensation claim may use this time as time worked in the overtime calculation provided that MOS complete the appropriate paperwork in the necessary time frame, for example, Notice of Accident, Employers' First Report of Injury, Supervisor's Investigation Report, Infectious Exposure Form, Request for Limited Duty Assignment, etc.
 - 1) A physician of the employees choice shall approve the time off for worker's compensation, or
 - 2) May approve modified duty, in which case the MOS shall return to work.
 - c. Vacation or compensatory time shall be included as time worked in the overtime calculation not to exceed the total hours of a regularly scheduled shift.
 - d. Vacation or compensatory time may be taken in lieu of sick time 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 sick leave if necessary.

C. Overtime and Recall for Law Enforcement MOS - Procedures

1. Regular Overtime and Recall - When minimum staffing is compromised, the recall of MOS for regular overtime may be filled by MOS assigned to that particular shift, to include MOS assigned to that

- particular shift on (1) a training day, then (2) MOS using compensatory time off or vacation, and finally (3) any qualified MOS willing to work.
- 2. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.
- 3. If staffing levels or overtime assignments are not filled voluntarily by seniority, then they shall be filled by reverse seniority.

D. Overtime and Recall for Firefighters/EMTs MOS - Procedures

- 1. When minimum staffing is compromised and to ensure that MOS have an equal opportunity for overtime, MOS will be called to duty by the use of an overtime logbook.
 - a. MOS shall be offered overtime on a rotating basis.
 - b. DPSA shall be authorized to inspect the logbook.
- 2. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.
- 3. If staffing levels or overtime assignments are not filled voluntarily by seniority, then they shall be filled by reverse seniority.

E. Overtime and Recall For Communication's MOS - Procedures

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

F. Compensatory Time

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

AGREEMENT ARTICLE 6 DELETED

Deleted Article

AGREEMENT ARTICLE 7 TRAINING

A. In-Service Training

- The City shall provide in-service training for MOS designed to maintain the appropriate standard of
 performance and to increase MOS's skills. Authorizing attendance at training courses shall be the
 responsibility of the Director, or his designee. Decisions to authorize or deny attendance at training
 courses shall be based on one or more of the following:
 - a. The effect the absence of the MOS will have on the Department's operations and its ability to continue to provide the services and perform the functions for which it is responsible;
 - b. The relationship of the subject of the training to the function performed by the MOS in the Department, and the MOS's professional development;
 - c. Financing the request of the MOS that is in the best interest of the Department.
- 2. Approved training time shall be considered as time worked and be compensated except when all of the following four guidelines are met:
 - a. Training is conducted during the MOS's off duty hours,
 - b. Training is strictly voluntary,
 - c. The MOS must not perform any other productive work during the training, and
 - d. Training should not be directly related to the MOS's job.
 - 1) Training time is directly related to an MOS's job if it aids the MOS in handling his/her present job better.
 - 2) It is not directly related to his/her job if the training is for a new job or additional job skill.
- **B.** The City shall provide basic, remedial and refresher training to MOS in the Department of Public Safety and the Fire and Rescue Department at the City's expense if it is required as a condition of employment to maintain basic certification standards.
 - 1. The Departments shall respond to an MOS's request to attend training within 14 calendar days, except for requests submitted during budget preparation.
 - 2. The respective Training Division or training coordinator shall schedule and post training activities.
- C. There are three ways training expenses might be paid:
 - 1. By the City with expenditure for travel, meals, lodging, registration and other costs included annually within the City budget.
 - 2. By other public or private agencies. MOS may receive approval for training expenditures by grants from other governments, private organizations or professional organizations.
 - 3. By the individual MOS. At the discretion of the Director, an MOS may be permitted time off from work, at full salary, to attend training, when such training is in the best interest of the Department.

- **D.** Members shall be compensated in accordance with the City's approved per diem and mileage and use of personal vehicle policy when MOS attends Department approved training.
 - Law enforcement and dispatch MOS attending Department approved training within the State, shall be compensated for their normally scheduled work day not to exceed their normally scheduled work week. Once training has been approved, the class schedule constitutes an amendment to the MOS work schedule. When attending training that is scheduled for less than the MOS's regularly scheduled work week, the MOS will return to work to finish the work week or use PTO.
 - 2. Fire Rescue MOS attending mandatory training approved by the fire chief shall be compensated for normally scheduled work day not to exceed their normally scheduled work week.
 - a. When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.
 - b. Fire Rescue MOS attending non-mandatory approved training shall be compensated for each hour of scheduled class. Once training has been approved, the class schedule constitutes an amendment to the MOS's work schedule.
 - 1) When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.
 - 2) When attending training that is scheduled for less than the MOS's regularly scheduled work week, the MOS will return to work to finish the work week or use PTO.
 - 3. MOS shall not be compensated for per diem when such training has included provisions for accommodations, such as meals and lodging.
 - 4. MOS shall not be compensated for any type of homework, which is part of classroom studies. However, if the instructor includes in-class time for the MOS to conduct homework, that time will be compensable provided that it is not overtime, and:
 - a. The homework is conducted at the place of training, or
 - b. The homework is conducted at a Department approved facility approved by the MOS's supervisor.
- **E.** Thursday training days shall not be scheduled for more than ten hours.
- **F.** Upon the receipt of any advanced training certification, MOS shall forward a copy to the Training Division. MOS should maintain a personal training file, including licenses and certificates, for all job related training, and the MOS shall be responsible to ensure that all their licenses and certifications are current.
 - 1. Each Department's respective training division or training coordinator shall track and notify, on an annual basis, those MOS whose licenses are due to expire.

AGREEMENT ARTICLE 8 HOLIDAY PAY, VACATION AND SICK LEAVE

A. Holiday

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

New Year's Day - January 1
Martin Luther King Day – 3rd Monday in January
Memorial Day – Last Monday in May
Independence Day - July 4
Labor Day - 1st Monday in September
Columbus Day - October 12
Veterans Day - November 11
Thanksgiving Day – 4th Thursday in November
The Day after Thanksgiving
Christmas Eve – December 24
Christmas Day – December 25

- 2. Such other days as shall be officially designated as a special holiday for other City employees.
- 3. MOS who are scheduled to work on a holiday shall be compensated at double their regular rate of pay for the number of hours actually worked.
 - a. MOS who are not scheduled to work on a holiday and are called into work on the holiday shall be compensated at double time and one half their rate of pay for all time worked on the holiday.
 - b. MOS who are scheduled to work on a holiday but are called into work early or held over their regular scheduled shift on the holiday shall be compensated at double time and one half their rate of pay for all additionally scheduled time worked on the holiday.

4. Time Sheet Procedures

- a. Whenever a holiday falls on an MOS's regular day off, he/she shall receive an additional eight hours of pay at the straight time rate. Whenever a holiday falls on a Fire/Rescue MOS's regular day off, he/she shall receive an additional twelve hours of pay at the straight time rate.
- b. MOS who are scheduled but do not work a holiday will receive eight hours of holiday pay and may use vacation or compensatory time to raise that day's hours to their normally scheduled shift. Fire/Rescue MOS (working the 48/96) who are scheduled but do not work a holiday will receive twelve hours of holiday pay and may use vacation or compensatory time to raise that day's hours to their normally scheduled shift.
- 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. Requests shall not be submitted more than 90 days prior to the holiday. Seniority will be used to determine approval if more than one person submit requests at the same time.
- 6. Training will not be scheduled for or conducted on holidays.

B. Paid Time Off (PTO)

 The cap on annual PTO accrual shall be 1376 hours, the cap for Fire/Rescue MOS (working the 48/96) shall be 1747. Any excess accrued shall be put into a personal Extended Illness Bank (EIB.) PTO shall accrue from an MOS's date of hire and be credited for each biweekly pay period as follows:

Bargaining Unit Members Excluding Fire/Rescue Personnel Working 48/96 Schedule

- 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

Fire/Rescue Personnel Working 48/96 Schedule

- a. Date of hire through three years 232 hours per year
- b. Fourth through tenth years -285 hours per year
- c. Eleventh year through fifteen years 338 hours per year
- d. Sixteenth Year and above 391 hours per year
 - 1) Fire Rescue MOS who are reassigned, in training or are on limited duty assignment constituting a forty hour work week will have their PTO balance adjusted to reflect the forty hour work week. The adjustment will occur the following pay period after the reassignment or limited duty assignment has encompassed an entire pay period, and will remain in effect until the completion of the reassignment, training or limited duty.
 - 2) Changes to PTO accrual under this section only apply from the date of this agreement. Newly hired MOS after the date of this agreement shall accrue PTO from their date of hire, as indicated. Currently employed MOS are not eligible for retroactive pay or benefits to their date of hire.
- 2. Starting July 1, 2007, MOS will have their accrued sick time combined with accrued vacation time to establish their PTO. MOS with more than 1000 hours of accrued sick time shall only have 1000 hours combined with their vacation time. The excess sick time shall be put into a personal EIB. Fire/Rescue MOS with more than 1250 hours of accrued sick time shall only have 1250 hours combined with their vacation time. The excess sick time shall be put into a personal EIB.
- 3. All PTO earned under this policy not used by an MOS will be paid in a lump sum at the time of termination or retirement.
- 4. On-duty Suspensions
 - a. The Director 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 Director 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.
- 5. In no circumstance shall MOS be allowed to use more than 1376 hours of PTO time for early retirement. Fire/Rescue MOS (working the 48/96 schedule) no more than 1747 hours of PTO.
- 6. 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. MOS may be required to provide a doctor's note to return to

work.

7. PTO will be scheduled or used on not less than one hour increments.

C. Extended Illness Bank (EIB)

- 1. EIB can be used as follows:
 - a. Fire/Rescue MOS, for illness that does not require hospitalization, the first 24 consecutively scheduled working hours will be paid from the PTO. Starting with the 25th consecutively scheduled working hour, available hours in the EIB will be used to continue the MOS's regular pay. EIB hours shall not be included computing overtime.
 - b. All other MOS, for illness that does not require hospitalization, the first two consecutively scheduled work days will be paid from the PTO. Starting the third consecutively scheduled work day, available hours in the EIB may be used to continue the MOS's regular pay. EIB hours shall not be used in included in computing overtime.
 - c. For catastrophic illness or injury requiring hospitalization, or outpatient surgery, or oral surgery, EIB may be used from the first hour of hospitalization and/or procedure and continue until released by a physician to return to work.
 - c. For recognized FMLA leave that an MOS has requested and filed all appropriate paperwork with H.R.
- 2. EIB may be donated to another employee in the form of the receiving employee's hourly rate of pay. Such donations can only be completed after the City officially recognizes a legitimate need, and posts a request for donations, and the employee has exhausted all PTO.
- 3. A medical return to work authorization is required and must be turned in to the appropriate supervisor before returning to work.
- D. PTO or EIB may not be used in lieu of proper notice of resignation nor will it be considered to extend the MOS's last day worked.
- E. EIB may be used to bring an MOS's PTO to the max for early retirement.

AGREEMENT ARTICLE 9 SENIORITY

- **A. Department Seniority** shall begin upon an MOS's date of hire within the division and continue to accumulate during the length of uninterrupted service. (A separation of service will be deemed to have occurred when an MOS moves from one job function to another, such as from police, fire or dispatch to another).
 - 1. Department seniority shall be followed when selecting an MOS for overtime assignments.

B. Classification Seniority -

- 1. P1-classificartion seniority shall begin upon the date of law enforcement certification as an employee with the department.
- 2. 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 score, then by Department seniority.
- **C. Unit Seniority** is defined as the period of most recent continuous service in the MOS's same job classification but separate work unit, such as with the Traffic Unit, Investigations, SRO's, etc.

D. Seniority - Procedures

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

2. Unit Seniority

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

E. Ties in Seniority

- 1. Ties in Department Seniority shall first be broken by total length of service with the City (date of hire) then by lot.
- 2. Ties in Classification Seniority for cadets shall first be determined by Department seniority, then by overall academy class standing.
- 3. Ties in Unit Seniority shall first be broken by Classification Seniority, then Department Seniority, then date of hire, then by lot.
- 4. A draw by lot shall be conducted during the MOS new hire process.

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

- 1. The employee resigned.
- 2. The employee is dismissed and is not reinstated.

- 3. The MOS is absent without leave for a period of five scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- 4. The MOS fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report.
- **G.** When an MOS is suspended and later reinstated, he/she shall not lose any seniority credit for any period of actual service. If however, he/she has been separated from service by resignation or discharge for cause and is again employed he/she shall not receive any seniority credit for service rendered prior to this separation from service unless reinstated after a grievance.
- **H.** The City shall establish and maintain two seniority lists, one by Department Seniority and one by Classification Seniority.
 - 1. Both seniority lists shall be updated July 1st of each year and on that date posted in the Department.
 - 2. Copies of the two lists as posted shall concurrently be forwarded to the Association.
 - Any objections to the seniority lists as posted shall be reported to the Department personnel officer
 within ten days of the posting. Thereafter the list shall be deemed correct and MOS shall not be
 permitted to question the lists as posted.

AGREEMENT ARTICLE 10 TAKE HOME CAR PROGRAM

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

AGREEMENT ARTICLE 11 DISCIPLINARY AND CORRECTIVE ACTION

A. Contract Definitions

- 1. Administrative sanctions shall include suspensions; demotions, discharges or any actions affecting an MOS's property interest not to include take car home privileges.
- 2. Disciplinary action shall include written reprimands, and a loss of take home car privileges when issued as a form of discipline.
- 3. Corrective action shall include employee training, counseling, performance improvement plans, written warnings or verbal warnings. The purpose of corrective action is to provide the MOS an opportunity to improve his/her behavior or performance and conform to Department standards.
- **B.** In the event an investigation has determined that disciplinary action or an administrative sanction is to be taken against an MOS, the MOS may request representation from the Association. Such representation shall be consistent with this agreement and Department Standards and Procedures Internal Review & Hearing Board and Internal Investigations, or as subsequently amended or formulated for the Fire/Rescue Department with participation by the Association.
- C. The Director's designee shall notify, in writing, the Association President of any pending internal affairs investigation brought against an association member. Such notification shall not disclose any facts of the investigation or allegation, but merely the nature of the investigation or allegation. The notification shall also include any assigned investigative numbers and the name of the MOS under investigation. Information shall not be released when the nature of the investigation may jeopardize the investigation, for example, undercover investigations, in these cases the association president shall merely be notified that there is an investigation and no other information shall be given.

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

D. Representation

- 1. MOS shall be permitted to have an association member, of their choice, appear with them at any:
 - Administrative sanction, disciplinary action, interview or interrogation concerning allegations of misconduct, or
 - b. Corrective action where a formal meeting is required; and where the purpose of the meeting is to take any action other than verbally reprimanding an MOS when it is contemporaneous with the MOS's conduct.
- 2. The association member's role shall be limited to a witness that will remain mute. The association member may confer with the accused MOS.
- 3. Supervisors may question an MOS about misconduct without a RRPFDA representative in order to:
 - a. Obtain information for an initial supervisor's review, or
 - b. Verbally reprimand an MOS when it is contemporaneous to the MOS's conduct.
- 4. If an accused MOS becomes a disputant under Article 13, the disputant may be accompanied by a Page 25 of 71

representative of his/her choice. The disputant and/or the representative shall have full rights of participation at any hearing or meeting conducted under the Formal Dispute Resolution Procedure.

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

ARTICLE 12 INTERNAL INVESTIGATIONS

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

AGREEMENT ARTICLE 13A FORMAL DISPUTE RESOLUTION PROCEDURE

A. The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. Except as otherwise provided in Article 13B and in "The Public Employee Bargaining Act," Section 10-7E-1 *et seq*, NMSA, there shall be no other grievance or appeal procedures for MOS in the bargaining unit.

B. Definitions

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

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

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

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

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

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

Step 4 – Formal Dispute Resolution Procedure: All Class 1 disputes that have not been settled at Step 3

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shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article. For the Class I Dispute, the time limits for requesting arbitration will begin upon receipt, by the Disputant, of the City Administrator's decision. All requests for arbitration shall be delivered to the Personnel Office. Once appealed, the Dispute must proceed as specified in the procedural steps listed below (Section C 1-5 and D 1-12 below) until a final disposition is reached. All dispute resolution filings shall include the information listed below:

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

- 1. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of a request for a formal dispute resolution hearing, the City and RRPFDA, jointly, shall contact the FMCS and request a panel of seven (7) arbitrators. An arbitrator shall be selected through the process of alternately striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name.
- 2. The arbitrator shall render his/her decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this agreement. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees and costs equally. The party incurring the costs shall assume all other expenses.
 - a. In the event that a party raises the issue of arbitrabilty (e.g.; the City contends that the time limits have not been properly met or that the matter alleged to have been violated does not meet the definition of a "dispute" as defined herein), this issue shall be submitted to the arbitrator selected by the parties for resolution. In a final written decision, the arbitrator shall first address the issue of arbitrability; if there is a finding that the dispute is arbitrable, then the arbitrator shall rule on the merits of the case.
 - b. The parties may present relevant evidence (subject to the reasonable discretion of the arbitrator to admit hearsay evidence), testify and argue the evidence, confront and cross-examine adverse witnesses and request the arbitrator to order discovery of standard information required in the arbitration of disciplinary actions.
 - c. Witnesses shall be placed under oath before testifying.
 - d. Proceedings may be continued or recessed by the arbitrator in the interest of justice or for the convenience of the parties involved.
 - e. The arbitrator shall apply a "Just Cause" standard in disciplinary matters pursuant to the City's definition of "Just Cause" effective November 1, 2001.
- 3. An arbitrator shall excuse himself or herself from hearing a case in which the subject matter or circumstances are such as to seriously impede his or her ability to render an impartial decision.
- 4. The arbitrator shall not communicate with the parties or witnesses relating to the facts or subject

matter of the case, except during the hearing, without the consent of the DPSA representative, the Disputant, and the City's representative.

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

D. Rules of Procedure

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

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

AGREEMENT ARTICLE 13B NON-ARBITRABLE COMPLAINTS

- A. A "complaint" shall be defined as an appeal by a MOS of a written, reprimand, performance evaluation, or loss of a take home car as a disciplinary measure. Said complaint shall not be subject to arbitration as set forth in Article 13A; and shall be submitted and resolved according to the complaint procedure set forth below.
- B. "Complainant" or "affected MOS" means a covered MOS or group of covered MOS, the RRPFDA or the City.
- C. "Business Day" means a normal business day when City offices are open to the public and shall not include legal holidays or other times when the City offices are not open for public business.
- D. "Time Limits" as referred to in this article shall mean ten business days, or as otherwise mutually agreed to in writing by the City and the RRPFDA or MOS.
- E. Any written complaint shall include the following:
 - 1) Department
 - 2) Job Title
 - 3) Disputed action or inaction
 - 4) Redress/remedy requested
 - 5) Name of the Representative
- F. Step 1 The affected MOS shall discuss the complaint with the supervisor who initiated the complaint. This supervisor shall not consider a complaint unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action that precipitated the complaint. The purpose for the MOS putting the complaint into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the Complainant is unable to resolve the complaint, said complaint shall proceed to Step 2. The time limits for Step 2 will begin immediately following the meeting with the supervisor.
- G. Step 2 The affected MOS shall discuss the complaint with the Director or his designee. Although no written documentation of the content of the complaint meeting is required, the date and time of the meeting itself shall be documented to establish that the appropriate time limits are being observed. A non-arbitrable complaint shall be deemed resolved upon the decision of the Director.
- H. Step 3 (optional) However, if there is an abuse of authority and upon extraordinary circumstances, the City Administrator may or may not review the dispute after the Director renders a decision.

AGREEMENT ARTICLE 14 USE OF FORCE

- A. The Department Standards and Procedures governing the use of force and use of force continuum shall be followed.
- B. The affected MOS and immediate family shall be provided with counseling at the expense of the City.
 - 1. The affected MOS must request the counseling within 30 days of the incident.
 - 2. The counseling must begin within 30 days of the request and be completed within one year of the request.
 - 3. The amount of the City's obligation shall not exceed twenty-five hundred dollars per MOS/family for the one-year period.
- C. The rights under the Employee/Employer Relations Act shall be followed.

ARTICLE 15 LEGAL PROTECTION

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

AGREEMENT ARTICLE 16 PROMOTIONS ANDTRANSFERS

- A. The Department shall continue to offer promotions on an equal opportunity basis.
- B. The Department shall maintain a fair and impartial promotional examination and transfer process to the ranks and positions including Lieutenant, Sergeant, PIO, Corporal (as long as the corporal position is still a valid promotional position), Detective, Deputy Fire Chief, Battalion Chief, District Commander, Fire Inspector, Engineer, Communications Supervisor and Communications Shift Supervisor.
 - 1. There will be three different types of examination processes.
 - a. A supervisory process that results in an increase in grade and salary. This will include a written examination, assessment(s), and oral board review.
 - b. A non-supervisory process that results in an increase in grade and salary. This will include assessment(s) and oral board review.
 - c. A transfer process that does not result in an increase in grade and salary. This may include assessment(s) but will include at least an oral board review.
 - 2. Bargaining unit MOS may only be promoted within their own job specialty, to include: Law Enforcement, Communications and Fire/EMS. This provision is not intended to include command MOS that oversee a specific Division, Bureau, Unit or Function.
 - 3. The Director shall have the authority to temporarily place any MOS into any transferred or promoted position when such vacancy becomes available for a period not to exceed 90 days.
- C. When the Department has authorization for a promotional position, and such position is available to be filled, the Director will promote. The process for scoring and weighting shall be posted prior to accepting letters of intent, and the weighted average shall be used during the final scoring process. These standards shall minimally include:
 - 1. The most recent performance appraisal that at least "meets expectations" where there are no performance criteria graded as unsatisfactory or no more than three needs improvement;
 - 2. A disciplinary file that does not include demotion for the last two years (not to include a reduction in rank from a temporary exempt rank, spot promotion or other temporary promotion) or suspension for the last two years.
 - 3. For the supervisory position of corporal, the MOS shall be non-probationary starting on the beginning day of the testing process and have at least three years (36 months) of full time salaried law enforcement experience, and the following will apply:
 - a. A validated written examination.
 - 1) An MOS must have a minimum score of 70%, or as otherwise indicated, in order to proceed to the oral board.
 - 2) The examination is worth 60% of the total score.
 - b. An oral review board composed of two MOS from within the Department and three personnel from other entities. The Director may use MOS in lieu of other personnel on the oral review board when extenuating circumstances exist. The oral review shall:

- 1) Include at least one skill assessment.
- 2) Have the highest and lowest individual assessor scores not included in the overall score.
- 3) Be worth 40% of the total score.
- 4. For the supervisory positions of district commander, the MOS shall be non-probationary starting on the beginning day of the testing process and have at least four years continuous service with the Department, and the following will apply:
 - a. A validated written examination.
 - 1) An MOS must have a minimum score of 70%, or as otherwise indicated, in order to proceed to the oral board.
 - 2) The examination is worth 60% of the total score.
 - b. An oral review board composed of two MOS from within the Department and three personnel from other entities. The Director may use MOS in lieu of other personnel on the oral review board when extenuating circumstances exist. The oral review shall:
 - 1) Include at least one skill assessment.
 - 2) Have the highest and lowest individual assessor scores not included in the overall score.
 - 3) Be worth 40% of the total score.
- 5. For the supervisory position of sergeant, the MOS shall have (1) one years experience as a corporal, or the MOS shall have five years (60 months) of full time salaried law enforcement experience and 2 years continuous service with the Department. For the supervisory position of communications shift supervisor, MOS shall have 2 years experience as a dispatcher and two years of continuous service with the Department. If an MOS also tests for corporal, the MOS must pass the corporal written test with at least a 70%. This requirement does not include current corporals and the following will apply:
 - a. A validated written examination.
 - 1) An MOS must have a minimum score of 70%, or as otherwise indicated, in order to proceed to the oral board.
 - 2) The examination is worth 40% of the total score.
 - b. An oral review board composed of two MOS from within the Department and three personnel from other entities. The Director may use MOS in lieu of other personnel on the oral review board when extenuating circumstances exist. The oral review shall:
 - 1) Include at least two skill assessments.
 - 2) Have the highest and lowest individual assessor scores not included in the overall score.
 - 3) Be worth 60% of the total score.
- 6. For the supervisory position of battalion chief, the MOS shall have two years experience as a District Commander. For the position of fire Marshall, the MOS shall have two years experience as a fire

inspector. The following will apply for both positions:

- A validated written examination.
 - 1) An MOS must have a minimum score of 70%, or as otherwise indicated, in order to proceed to the oral board.
 - 2) The examination is worth 40% of the total score.
- b. An oral review board composed of two MOS from within the Department and three personnel from other entities. The Director may use MOS in lieu of other personnel on the oral review board when extenuating circumstances exist. The oral review shall:
 - 1) Include at least two skill assessments.
 - 2) Have the highest and lowest individual assessor scores not included in the overall score.
 - 3) Be worth 60% of the total score.
- 7. For the supervisory positions of lieutenant, and communications supervisor, MOS shall have held the position of a sergeant, or communication shift supervisor during the last two consecutive years within the Department and seven years of service with the Department. For the position of fire deputy chief, MOS shall have held the position of battalion chief during the last two consecutive years within the Department and 8 years of service with the department, and the following will apply:
 - a. A validated written examination. The examination is worth 20% of the total score.
 - b. An oral review board composed of two MOS from within the Department and three personnel from other entities. The Director may use MOS in lieu of other personnel on the oral review board when extenuating circumstances exist. The oral review shall:
 - 1) Include all skill assessments.
 - 2) Have the highest and lowest individual assessor scores not included in the overall score.
 - 3) Be worth 80% of the total score.
- 8. After the administration of the written examination, the Director may waive the 70% minimum when the number of MOS passing the test is less than the number of open positions the testing is for. The passing score will then be reduced to 65%. If the number of passing MOS is still less than the number of open positions, the written test shall be re-administered. When scheduling the re-test, consideration will be given to the length of time needed to order new tests and a new study period if provided by the Department. MOS who passed with a 70% or above on the original testing will not be required to retest.
- 9. MOS must pass each oral board/assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.
- 10. MOS will be given one point added to their total score for each year of completed service with the Department up to five points total.
- 11. For non-supervisory positions that include an increase in pay or grade, such as PIO, EMS commander and fire inspector, or engineer, the MOS shall be non-probationary and submit to assessment(s) and an oral board review process to be approved by the Director.

- 12. For non-supervisory positions that do not include an increase in grade but may include additional compensation for on-call status, such as traffic unit, detective, or special services unit the MOS shall be non-probationary and submit to at least an oral board review process to be approved by the Director.
- 13. For positions that do not include an increase in pay or grade, such as SWAT, the MOS shall be non-probationary and submit to at least an oral board review process to be approved by the Director.
- D. After the testing process, the candidates shall be placed in ranking order. The Director shall select one MOS from among the three best-qualified candidates based on the total outcome of objective standards and testing. The remaining candidates shall be placed on a list in ranking order, and the rule of three shall apply for each promotion.
 - 1. The Director may make the selection based on the following criteria:
 - a. Review of the MOS's personnel file,
 - b. Length of service,
 - c. Training and education, and
 - d. Other criteria deemed by the Director to be relevant.
 - 2. The candidate list shall be posted for at least one year, and it may be extended for an additional six months.
 - 3. If more than one position is to be filled at the same time then the seniority procedures will be used for the appropriate ranking.

E. Demotions and Transfers

- 1. MOS that are demoted or voluntarily transfer to a position of a lower grade will be reduced in salary in an amount equal to the corresponding increase or step.
 - a. MOS below the rank of sergeant assigned to the investigations unit before November 1, 2004, shall be allowed to return to a PSO position without any loss in pay. If the MOS's salary is above the topout rate of a PSO, the MOS shall only receive increases in accordance with the compensation article of this agreement. If an MOS is below the top-out pay of a PSO, the MOS shall be placed within the range of the step plan and receive increases in accordance with the compensation article of this agreement.
- 2. MOS that transfer from the communications division to either the fire/EMS Divisions or the law enforcement division will receive an appropriate increase in salary.
- 3. MOS that transfer from either the fire/EMS Divisions or the law enforcement division into such divisions will maintain their current step in the appropriate division's wage scale.
- F. The Director shall have the authority to transfer any member into or out of positions in specialized units such as positions of Community Relations, Investigations, SWAT, Traffic Unit, etc.
- G. In the event the City wishes to reclassify a position within this bargaining unit as a result of a desk audit pursuant to City Personnel Policies, the City shall negotiate a memorandum of understanding with the Association establishing that position's job duties, wages, benefits and other terms and conditions of employment. In the event the parties determine that a reclassification will result in a promotion the

Department shall follow the procedures herein for making promotions.

H. The Department may only change testing companies once during a calendar year. The Department will post the change giving notice of any new study materials. If promotional testing is scheduled within 6 months of the change, the previous testing company will be used.

AGREEMENT ARTICLE 17 REHIRE PROCESS

- A. A member in good standing who has separated from the DPS or the Fire Rescue 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 DPS or the Fire Rescue Department shall lose all seniority gained prior to their separation in the event the MOS is re-hired.
- C. PERA retirees from other agencies may be hired by a Department at a rate of pay above that of a starting cadet. These persons may be hired at a rate of up to, and equal to, that of a current MOS in the same position with five years of service. The rate of pay will be determined by the pay scale in effect at the time of the hiring, or the average rate of current MOS with five years of service in the same position.
- D. PERA retirees from the DPS or the Fire Rescue Department may be hired back by a Department at a rate of pay above that of a starting cadet. These persons may be hired at a rate of up to, and equal to, that of a current MOS in the same position with eight years of service. The rate of pay will be determined by the pay scale in effect at the time of the hiring, or the average rate of current MOS with eight years of service in the same position.
- E. PERA retirees from the DPS or the Fire Rescue Department who are re-hired within 120 days from their date of separation will return without a probationary period and shall adhere to the following conditions:
 - 1. PERA retirees are restricted from applying for or receiving positions within the Traffic Unit, and/or the Criminal Investigations Division for a period of two years from their date of re-hire.
 - 2. PERA retirees are excluded from the promotional process.
- F. PERA retirees from the DPS or the Fire Rescue 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. PERA retirees will begin receiving their uniform allowance at the next quarterly scheduled disbursement following their date of re-hire.

AGREEMENT ARTICLE 18 FIT FOR DUTY ASSESSMENT PROGRAM

- A. It is mutually agreed that the Department Standard Operating Procedures Fit for Duty Assessment is a condition of continued employment. However, the Fit for Duty Assessment Program shall consist of four parts:
 - 1. Physical fitness,
 - 2. Physical agility,
 - 3. Mental wellness, and
 - 4. Intellectual competency.
- B. The physical fitness evaluation test shall be voluntary, based on the Cooper Institute standards based on gender and age and not on the single standard general population test. MOS shall be tested on all maximal tests. The exception will be in the 1 ½ mile test, the walk can be substituted for the 1 ½ mile run.
 - 1. MOS shall only be tested once in a twelve-month period. The testing process will begin each June.
 - 2. MOS who cannot test due to a temporary illness or condition may test at a later date.
- C. As an incentive to maintain high standards of fitness and wellness, MOS:
 - 1. Who attain an average score of 90% or better on the annual physical fitness evaluation test shall receive a maximum of 100 hours of compensatory time per year.
 - 2. Who attain an average score of 87% but lower than 90% on the annual physical fitness evaluation test shall receive a maximum of 20 hours of compensatory time per year.
 - 3. Provided the MOS tests in June, the 100/20 hours of compensatory time shall be given in one lump sum on the first pay period in July.
- D. MOS (firefighters/EMTs and officers) shall be required to pass any annual physical agility tests as a condition of continued employment, upon mutual agreement as stated below. Physical agility tests shall be based on job duties specific to the MOS's current assignment, to include the firefighter agility test. Upon mutual agreement, Association representatives and the City may promulgate a physical agility test for officers and those standards for the physical agility tests for officers and Firefighters/EMTs.
 - 1. MOS that cannot pass a physical agility test shall be required to submit to a Physical Fitness Improvement Plan. MOS shall be given a reasonable amount of time in order to pass the agility test provided the MOS appears committed to the improvement plan.
 - 2. MOS who cannot pass a physical agility test may be re-assigned, with the loss of hourly wages and/or other benefits, commensurate with that job's assignment.
- E. The City recognizes that from time to time MOS experience personal problems that can affect their job performance. As a result, the City shall maintain the Employee Assistance Program.
 - 1. The Program is designed to assist MOS with personal issues in a confidential nature. At the discretion of the MOS, he/she may voluntarily submit to counseling and remain anonymous.

- 2. The City may observe a decline in an MOS's job performance and have a reasonable basis to believe that it is due to personal problems. As a result, the City may order a Fit for Duty Evaluation.
- F. The City shall provide for the appropriate training to ensure MOS's successful job performance. MOS shall give their full attention on the subject matter and be able to pass course work as prescribed by an instructor.
- G. The Department will allow Department appointed physical fitness representatives 10 collective hours a month to aid MOS with workout programs and diet consultation.
- H. A four hour block of annual training will be incorporated in the required training blocks for MOS to be educated in fitness and diet.

AGREEMENT ARTICLE 19 INJURIES

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

AGREEMENT ARTICLE 20 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 to the MOS's family.

AGREEMENT ARTICLE 21 ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE

- A. The Department Standards and Procedures Drug Testing Program, shall be adopted and followed.
- B. Statement of Principle: The City and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or for so-called "recreational" purposes or otherwise, which 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 the Director to believe that an MOS has used illegal drugs, the Director may order analysis of the concerned MOS's bodily fluids (blood, urine, etc.) for the exclusive purpose of detection of the use of illegal drugs. Likewise, upon reasonable suspicion, the Director may order breath analysis for the purpose of detecting the use of alcohol. Only the Director, or his designee, may order such analysis.
- D. The Department shall bear the cost of all such analyses, including a retest, should the concerned member contest the results of the initial analysis.
- E. The Department may also provide random testing of MOS on a Department-wide basis for the purpose of detecting the possible use of illegal drugs. Members who refuse such analysis shall be immediately terminated.
- F. The City shall also provide testing of MOS that are involved in an on-duty vehicle crash consistent with City policy or at the request of the MOS.

AGREEMENT ARTICLE 22 UNIFORMS

A. The City will pay each police officer and Firefighter/EMT a quarterly uniform allowance for the purpose of purchasing all uniforms, related accessories and minor equipment as listed. Police officers require substantially more uniform and equipment items than Firefighter/EMTs and the quarterly allowance is adjusted accordingly. The purpose of the uniform allowance is to cover the actual cost of uniforms, equipment, dry cleaning maintenance and professional repair.

B. Uniform Allowance

- 1. Police officers shall receive \$250.00 each quarter (\$1,000 annually).
- 2. FF/EMTs shall receive \$150.00 annually for the purchase of leather boots.
- 3. Police officers shall be awarded their badge upon retirement with 15 or more years of service with the City of Rio Rancho.

C. Uniform and Equipment Standards

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

D. Uniform Ownership

- 1. All uniforms and minor equipment as listed in subsection H, currently issued to an MOS shall remain in possession of the MOS and shall become the property of the MOS.
- 2. Any uniform or equipment items purchased by an MOS shall remain the property of the MOS upon Page 46 of 71

separation from employment or as indicated by a specific uniform and equipment contract.

- E. If the Department changes any patch design or badge, the Department shall pay for the cost of affected uniform changes.
- F. Any items not specifically listed as provided by the Department, shall be considered to be the responsibility of the MOS to provide from the uniform allowance.
- G. Uniform and Equipment to be provided by the Department:
 - 1. Radios mobile and portable
 - 2. All firearms to include qualification and duty ammunition, unless a private firearm is used
 - 3. Firefighting P.P.E. and uniforms, (bunker gear to include leather bunker boots but not other footwear).
 - 4. Uniform brass items (collar insignia, badges)
 - 5. DPS and Fire/Rescue shoulder patch, breast badge, and supervisory insignias
 - 6. Specialty award pins
 - 7. SWAT Specialized Safety Equipment such as tactical ballistic vest (level IIIa with level III++ armor plates minimum), ballistic helmet, gas mask, radio headset, tactical nylon gear, protective eyewear, fire retardant jumpsuits, nomex gloves and balaclava, knee and elbow protection.
 - 8. Haz Mat protective suit and related items
 - 9. Peppermace
 - 10. Ballistic vest (level II or level III A, brand and model to be determined by the department)
 - 11. Motorcycle boots.
 - 12. Headsets provided to each communications' operator and communication shift supervisor. Handsets will be provided once a year.
 - 13. Leather motorcycle jackets (one jacket per motor officer provided funds are available in the TSEEF)
 - 14. Latex gloves, spit shields and sharps containers.
 - 15. Ballistic helmet and gas mask for ERT.
 - 16. Reflective safety vest.
- H. Uniform and Equipment to be provided by the MOS:
 - 1. All footwear (except rubber-leather bunker boots and motorcycle boots)
 - 2. All leather gear (to include Sam Browne, holster, etc.)
 - 3. Handcuffs/case
 - 4. Flashlights and related supplies
 - 5. Peppermace carrier
 - 6. Expandable baton and carrier
 - 7. Headgear and related items
 - 8. All coats and jackets
 - 9. Pants
 - 10. Shirts long and short sleeved
 - 11. Ties and mock turtleneck.
 - 12. Undergarments
 - 13. Traffic Uniform (pants, shirt, boots, gloves, leather coat, eye protection, etc.)
 - 14. Gang Enforcement Team (fatigue pants, polo-shirt, jacket, etc.)
 - 15. Academy Training Uniforms
 - 16. Honor Guard Uniforms
 - 17. Alterations, cleaning, repair and replacement.

AGREEMENT ARTICLE 23 DAMAGED, LOST OR STOLEN PROPERTY

A. Uniforms and Equipment

1. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items are damaged or stolen.

2. Personally Owned Items

- a. Personally owned items that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items were clearly damaged while MOS was engaged in the performance of duty and there was no negligence on the part of the MOS, or if the MOS was negligent, the contributory negligence was less than other contributing factors.
- b. Personally owned items that may be reimbursed for damage are: prescription eyeglasses, handcuffs, ASPS and holders, watches, micro-cassette recorders, fire/extrication gloves, flashlights, webbing, helmets, eye and hearing protection, multi tools, knives, carry-all bags, boots or shoes, or other items that are mutually agreed upon by the City and the Association as determined on a case-by-case basis.
- 3. This section is not intended to be used to replace old, worn out items.

B. Procedures

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

AGREEMENT ARTICLE 24 ACCIDENTS

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

AGREEMENT ARTICLE 25 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 Director.
 - 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.
 - Officers will be re-issued a Department firearm when their privately owned firearm is taken into custody by the Department. However, the Department reserves the right not to issue another firearm when the Department has cause to believe that the officer may use the firearm for other than its intended purposes.
 - 2. When issued a Department firearm, officers shall be responsible to supply 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.

AGREEMENT ARTICLE 26 FUNERAL AND BURIAL EXPENSES

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

AGREEMENT ARTICLE 27 HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT

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

B. PERA

- 1. Law Enforcement MOS PERA Municipal Police Plan 5 with the 75% City contribution shall be retained.
- 2. Fire Fighter/EMS PERA Municipal Firefighter Plan 5 with the 75% City contribution shall be retained.
- 3. Communications & Evidence Technician Employees MOS PERA Municipal Plan 2 with the 75% City contribution shall be retained.
- C. During the life of the agreement, the City and Association will, consistent with PERA regulations, study the feasibility of placing Communications in PERA Municipal Police or Fire Plan 5 or a new plan if passed by the legislature.

AGREEMENT ARTICLE 28 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 or by telephone.
- B. When an MOS is required to appear on his/her regularly scheduled time off, he/she shall be paid at the appropriate overtime rate.
 - 1. MOS shall be guaranteed a minimum of two hours at the appropriate overtime rate per day for appearing at a trial(s) judicial conferences or hearing(s).
 - 2. The time shall begin when the MOS notifies Communications that he/she is en route to said trial/hearing and the MOS is within the City Limits. The time will end at the conclusion of the trial/hearing plus travel time for the MOS to return home or leave the City limits.
- C. MOS shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the MOS. MOS shall not receive the two hours of overtime pay for time the MOS is held over in court concurrent with a regularly scheduled shift. Such time will be considered straight time and included in the 43 hour calculation for overtime.

AGREEMENT ARTICLE 29 SPECIAL COMMITTEES

- A. The Department shall maintain special committees for the purpose of input and advice. Issues can include but are not limited to equipment, firearms, uniforms, radio and communications, fire/EMS, etc.
- B. When the need arises, the Director shall appoint a special committee. The Director shall first appoint a chairperson who shall be responsible for the orderly operation and supervision of the committee.
 - 1. The chairperson and/or the Director shall then select member(s) for the committee. The selection shall be based on education, training, skill, etc.
 - 2. The RRPFDA President shall select one member for the committee. The selection shall be based on education, training, skill, etc.
 - 3. RRPFDA participation on special committees shall not be considered a substitute for bargaining on those issues of mandatory bargaining.
- C. After researching, analyzing, and/or developing ideas, the special committee shall document its findings and submit a final recommendation to the Director.
- D. The City and Association agree to form a committee for the purpose of presenting to the Director, a plan for eliminating the corporal position and implementing a Senior Officer program. The plan will be presented to the Director within a reasonable amount of time so that it can be reviewed and approved for implementation prior to the August shift bid in 2008.

AGREEMENT ARTICLE 30 STANDBY AND ON-CALL

- A. At its discretion, the Department may select certain MOS with the expertise to adequately handle foreseeable emergencies and place them on an "on-call" or "standby" status. MOS may be issued pagers or mobile telephones for convenience and ease of contact while on-call and such time shall not necessarily be compensable time. However, if employees are required to remain at their residence or a department facility while on-call or on standby the MOS shall be compensated for actual time on-call at his or her regular rate of pay.
- B. Only MOS of the rank of captain or higher may be authorized to place MOS on standby.
- C. Should an MOS be placed on standby but is not issued a take-home vehicle, such MOS may be issued a take-home vehicle.
- D. The Department may maintain "on-call" lists as needed. While on-call, MOS shall respond to any page or call within 15 minutes.
 - In the event an MOS does not respond to service under this article the City may request to open negotiations on this article only. This issue shall be presented to interest arbitration pursuant to the New Mexico Public Employees Bargaining Act, Section 18. The parties shall make last best offers to the arbitrator and the arbitrator shall select one of the two offers. The parties may request an expedited arbitration.
- E. The traffic unit and investigations unit shall maintain on-call rosters. MOS shall be designated on-call during their off duty hours on a rotational basis to allow for equitable on-call status on an annual basis. The on-call status shall be assigned for seven consecutive days starting at Monday at 0800 hours. Only one MOS shall be assigned to the on-call status at any given time. On-call MOS shall be compensated as follows:
 - 1. Traffic Unit MOS shall receive 4.5 hours of compensatory time for each seven-day period the MOS is designated as the on-call traffic investigator.
 - 2. Investigations Unit MOS assigned to the investigations division shall receive 3 hours of compensatory time for each seven-day period the MOS is designated as the on-call detective.

AGREEMENT ARTICLE 31 EXTRA DUTY AND CHIEF'S OVERTIME

- A. When available for public safety duties, the City shall offer extra duty work opportunities, only to Department of Public Safety 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 seniority.
 - 1. MOS shall be limited to eight per month, but not to include minimal assignments. Minimal assignments are those that are scheduled for 1.5 hours or less per assignment.
 - 2. PSOs and dispatchers shall not work, whether classified as normally scheduled time or other work time, more than 15 hours per 24 hour time period. This time may be extended by two hours when the MOS is not scheduled to work the following day and when no other MOS has submitted a request to work.
 - 3. MOS shall not work too many hours of extra duty assignments when it compromises their regular scheduled work performance.
 - 4. Fire/Rescue Division offers of extra duty and chief's overtime will follow the same procedure outlined in article 5-D.
- C. In order to maintain the efficiency of the Extra Duty and Chief's Overtime Program, the Department may not select any MOS who has not worked three offers of extra duty or Chief's Overtime work after he/she has signed-up to work such assignment each fiscal year.
 - 1. MOS that cannot work an assignment after they have been scheduled shall first use the posted alternate list to find a replacement then contact the supervising MOS when practical.
 - 2. If a list is not posted, the MOS shall contact the supervising MOS who then shall find a replacement.
 - 3. MOS shall not find their own replacements unless approved by the supervising MOS.
- 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 Director.
- E. Generally, when scheduling Extra Duty or Chief's Overtime, MOS are given advance notice, via memorandum, and asked to participate in the specific event. However, at times entities require immediate or specific MOS. In this case, the Department may schedule MOS without adhering to these procedures.
- F. The rate of pay to an MOS for a Chief's Overtime assignment shall be \$28.50 per hour.

AGREEMENT ARTICLE 32 ASSOCIATION AND CITYCOMMUNICATIONS

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

- 3. The bulletin board may be used for the posting of recreation and social affairs of the Association, Association meetings, Association elections, reports of Association committees, Association newsletters, reports of Association meetings, rulings or policies of the state or national associations, legislative enactments and judicial decisions affecting public employee labor relations.
- 4. The bulletin board may not be used by the Association for the posting of political statements; campaign material; material that can adversely affect City employees or material that is derogatory or inflammatory regarding City employees, elected officials or appointed officials. In the event that there is a dispute as to posted material, the material shall be immediately removed from the bulletin board. The dispute shall be resolved through the Dispute Resolution Procedure
- **G. Special Conferences:** The Department and Association may confer upon matters of mutual concern. These conferences may be requested by either the Association President or Department Director and shall be governed by the following:
 - 1. The conference should take place within five business days after requested, unless otherwise agreed.
 - 2. The Director shall establish the conference place, time and day.

AGREEMENT ARTICLE 33 STANDARDS, POLICY AND PROCEDURES

- A. The parties acknowledge the necessity to modify Department standards, policies and procedures from time to time as needs dictate. Nothing in this agreement shall be construed to prevent the Department from making such changes, consistent with this agreement. The Association shall appoint a representative to represent the members' interests on a policy review committee prior to the enactment of such changes. The City agrees to provide, upon request, the Association's representative with resource materials, studies or data relating to the merits of the proposed change prior to any meeting with the City.
- B. All conditions or provisions of City Policy or Department SOP beneficial to employees, or which affect wages, hours or working conditions, now in effect which are not specifically provided for in this agreement or which have not been replaced by sections of this agreement shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Association.
- C. The City agrees to furnish the Association 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. The City may not create policies and procedures that violate the 4'th, 6'th or 8'th Amendments of the United States Constitution.
- E. This section does not limit the Director from publishing SOP interpretive memorandum.

AGREEMENT ARTICLE 34 SPECIALTY PAY

- A. MOS who are called out to work in any specialized capacity outside of the normal patrol function, shall be paid compensation at time and one-half their regular rate of pay for all time worked in that capacity (excluding training which shall be paid in accordance with the Training Section of this agreement).
- B. Funds received for the purpose of paramedic internships from an outside entity will be paid only to the paramedic who provided all the training when the funds are received and the training is completed.
- C. A finder's fee of one regular day off to be taken within one year shall be awarded to any MOS that recruits either a certified fire fighter/EMT, dispatcher, or police officer to be employed within the Rio Rancho Department of Public Safety within their respective field.
 - 1. The day off is to be awarded after said employee is hired and successfully completes the FTO process.
 - 2. MOS assigned to the Training Division or deployed to a recruiting assignment are not eligible for the day-off award.
- D. Field Training Officers in the Fire rescue Department will be compensated while performing that function at a rate of \$25.00 per pay period.
- E. Field Training Officers in DPS will be compensated while performing that function at a rate of \$25.00 per pay period. MOS must have attended and successfully completed an accredited field officer training program in order to receive the specialty pay.
- F. Field investigators will be compensated at a rate of \$25.00 per pay period. Field investigators must have attended and successfully completed an accredited field investigator course, and must be currently utilized as a field investigator in order to receive the specialty pay.
- G. MOS assigned to the motorcycle unit or SWAT will be compensated for hazardous duty at the rate of \$25.00 per pay period. MOS assigned to both SWAT and motorcycle unit will only be compensated for one (1) hazard duty.

AGREEMENT ARTICLE 35 SHIFT BID

- A. The Patrol Section and the Communications Division shall conduct semi-annual shift bids. However, special units, such as the Traffic Unit or the Power Shift, 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 Director may authorize, at his discretion, approval for any other division or unit of the Department to conduct shift bids. In the event such approval has been given, shift bids shall be based on the following, in order of priority:
 - 1. The Patrol Section and the Communications Divisions shall bid semi-annually, which will take effect the first Monday of March and September of each year.

2. Bid Positions

- a. There shall be an open bid for Patrol and Communications. However, in the event the open bid system does not provide for an appropriate allotment of trained MOS then the Director may incorporate a bid system that provides an appropriate allotment of specialized MOS per shift.
- b. Upon mutual agreement between the Director and the RRPFDA, there may be exceptions to the bid positions due to a legitimate and temporary hardship, and as such, these positions may become non-biddable.
- 3. The bidding shall be based on the classification seniority date.
- 4. The bidding shall pertain to shift and days off.
- The bidding process may be amended upon mutual consent of the Director and the RRPFDA President.
- B. The Fire/EMS Divisions, other than 40 hour a week MOS, shall bid annually, which shall take effect the first Monday of January of each year.
 - 1. The bidding shall be based on the classification seniority date; however, MOS that have advanced to a paramedic position shall bid according to their advancement date.
 - 2. The bidding shall be specific to shift, station and Kelly day.
 - a. Battalion Chiefs and District Commanders on the same shift shall not bid the same Kelly day off.
 - 3. The bidding order shall be as follows: (1) battalion chief, (2) district commander, and (3) firefighter/EMT.
 - 4. There shall be an equal allotment of paramedics per squad for the Fire/EMS Divisions whenever possible, and Firefighter/Paramedics shall bid for paramedic positions only.
 - 5. The bidding process may be amended upon mutual consent of the Director and the RRPFDA President.
 - 6. Upon mutual agreement between the Director and the RRPFDA, there may be exceptions to the bid positions due to a legitimate and temporary hardship, and as such, these positions may become non-biddable.

C. 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.
- D. 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 Director and established for the Patrol Section, EMS/Fire and Communications Divisions. The Department will furnish written notice to the RRPFDA president of such staffing levels.

AGREEMENT ARTICLE 36 COMPENSATION

A. Salary Increases

- 1. A plan has been created to fix the problems encountered by the last contract. This will be done by making equity adjustments to certain employees and by putting all employees into a new pay scale. In so doing we serve to increase both the starting salaries and top ranges in each position.
- 2. The plan calls for making the equity salary adjustments starting October 1, 2007. In order to offset the cost of implementing this plan, the association agrees to the following:
 - a. Uniform allowance for LE will remain at 200.00 a quarter. The new rate under this contract will go into effect July 1, 2008.
 - b. Leather boot allowance for FF will go into effect July 1, 2008.
 - c. The Department will not provide tactical nylon gear, protective eyewear, fire retardant jumpsuits, nomex gloves and balaclava, knee and elbow protection, latex gloves, spit shields and sharps containers. ballistic helmet and gas mask for ERT, reflective safety vests, handsets for communications operators, as outlined in article 22 of this contract until July 1, 2008.
 - d. FTO specialty pay, FI specialty pay, motorcycle hazard pay, and SWAT specialty pay will not go into effect until July 1, 2008.
 - e. Late swing shift will continue to receive \$15.20 per pay period, and graveyard shift will continue to receive 20.00 per pay period. The new rates under Article 37 of this contract will not go into effect until July 1, 2008.
 - f. MOS shall continue to receive a minimum of one hour of appropriate overtime rate per day for appearing at trials and hearings. The two hour minimum will not go into effect until July 1, 2008.

B. Pay

- 1. MOS shall receive a step increase consistent with this agreement unless the MOS is above or at the top of the scale in their pay grade.
 - a. MOS who are at or above the top of the scale in their pay grade shall receive a lump sum longevity distribution equal to 4% of their base salary. For FY08, these MOS shall receive the distribution on October 1, 2007.
- C. For FY09, MOS shall receive an ATB (across the board) step increase on July 1, 2008 consistent with the step pay plan in this agreement, unless the MOS is above or at the top of the scale in their pay grade.
 - 1. MOS who are at or above the top of the scale in their pay grade shall receive a lump sum longevity distribution equal to 4% of their base salary on July 1, 2008.
- D. For FY10, MOS shall receive an ATB (across the board) step increase on July 1, 2009 consistent with the step pay plan in this agreement, unless the MOS is above or at the top of the scale in their pay grade.
 - 1. MOS who are at or above the top of the scale in their pay grade shall receive a lump sum longevity distribution equal to 4% of their base salary on July 1, 2009.
- E. The Department may deny an MOS a step increase if the MOS demonstrates a consistent pattern of Page 63 of 71

substandard performance over a one-year period immediately preceding the MOS's anniversary date.

- 1. The denial shall not be based on an isolated instance of substandard performance.
- 2. The Director, City Administrator, Arbitrator or MOS may use the contents of the MOS's personnel file beyond the one year time period.
- 3. Affected MOS may dispute the Director's decision as stipulated in the class I dispute resolution procedures.
- 4. Unless otherwise agreed, in the event that a denial decision has been overturned, MOS shall receive the appropriate lost wages and be placed in the appropriate step.
- F. Salary Range The City Policies and Work Rules 502 and 505 shall be recognized pertaining to compensation except that the salary range, to include the minimum and maximum step, herein shall be adopted. There are four separate wage scales, 1. Law Enforcement, 2. Fire Operations, 3. Fire Inspection and 4. Communications:

	Communications Division										
Hourly	Hourly rate - average annual work hours are 2,080										
Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
C1	Call Taker	12.02	13.04	13.56	14.10	14.66	15.25	15.86	16.49		
C2	Dispatcher	15.04	15.64	16.27	16.92	17.60	18.30	19.03	19.79		
C3	Dispatch Shift Super.			17.26	17.92	18.61	19.32	20.06	20.83	21.63	22.47

	Law Enforcement Division								
Hourly	Hourly rate - annual work hours are 2,080								
Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
C2	Evidence Tech.	15.04	15.64	16.27	16.92	17.60	18.30	19.03	19.79
PS1	Cadet	15.56							
			-						
PS2	Police Officer		18.30	19.09	20.04	21.04	22.09	23.19	24.30
		•							
PS3	Corporal/Detective			21.04	21.88	22.76	23.67	24.62	25.30
PS4	Sergeant				24.05	25.32	26.65	27.72	29.11

				Fire Or		no Divi	icion				
				-		ns Divi					
Hourly	rate for 24 hour scheduled e							04	04	01	
Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
FF1	Firefighter/EMT - B Cadet	11.14	_			·	·	•	·		оюр 10
FF2	Firefighter/EMT - I Cadet	11.42									
FF3	Firefighter/EMT - B		13.42	13.96	14.52	15.10	15.70	16.33	17.00		
FF4	Firefighter/EMT-I		13.82	14.37	14.94	15.54	16.16	16.81	17.48		
FF5	Engineer			15.00	15.60	16.22	16.87	17.54	18.24		
FF6	Firefighter/EMT-P		15.24	15.85	16.48	17.14	17.83	18.54	19.28		
FF7	EMT-P Engineer		15.24	15.86	16.48	17.14	17.83	18.54	19.28		
FF8	District Commander					19.52	20.30	21.11	21.95	22.83	
FF9	Battalion Commander							21.32	22.17	23.06	23.98

	Fire Inspection Division							
Hourly rate for non 24 hour scheduled employees - annual work hours are 2,080								
Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FF10	Fire Inspector			19.88	20.67	21.50	22.36	23.25
								1
FF11	Fire Marshal			28.09	29.21	30.38	31.59	

G. The following delineates to which step the MOS shall be placed upon promotion or transfer. For the purpose of this contract, promotional positions are defined as: Sergeant, Engineer, District Commander, Battalion Commander, Fire Marshall, and Fire Inspector. Detective positions are considered a lateral transfer with an attached stipend to their base salary. Upon leaving detectives, the MOS shall be placed back into the officer step plan.

Police Officer to Corporal/Detective

Current Step	Promotional Step
19.09	21.04
20.04	21.88
21.04	22.76
22.09	23.67
23.19	24.62
24.30	25.30

Current Step	Returning Step
21.04	19.09
21.88	20.04
22.76	21.04
23.67	22.09
24.62	23.19
25.30	24.30

Police Officer to Sergeant

Current Step	Promotional Step
20.04	24.05
21.04	24.05
22.09	24.05
23.19	25.32
24.30	25.32

Corporal/Detective to Sergeant

	o to congramit
Current Step	Promotional Step
21.04	24.05
21.88	24.05
22.76	24.05
23.67	25.32
24.62	25.32
25.30	26.65

Dispatcher to Shift Supervisor

Current Step	Promotional Step
16.27	17.26
16.92	17.92
17.60	18.61
18.30	19.32
19.03	20.06
19.79	20.83

FF3 to FF4

Current Step	Promotional Step
13.96	14.37
14.52	14.94
15.10	15.54
15.70	16.16
16.33	16.81
17.00	17.48

FF3 to FF5

Current Step	Promotional Step
13.96	15.00
14.52	15.60
15.10	16.22
15.70	16.87
16.33	17.54
17.00	18.24

FF4 to FF5

Current Step	Promotional Step
14.37	15.00
14.94	15.60
15.54	16.22
16.16	16.87
16.81	17.54
17.48	18.24

FF3, FF4, FF5 to FF8

Current Step	Promotional Step
any step	19.52

FF8 to FF9

Current Step	Promotional Step
19.52	21.32
20.30	21.32
21.11	22.17
21.95	23.06
22.38	23.98

FF10 to FF11

Current Step	Promotional Step
any	28.09

H. MOS who are promoted or transferred and receive an increase in salary consistent with this article between January 1 and June 30, or MOS who are hired between January 1 and June 30, shall not receive an additional step increase in July of that same calendar year.

ARTICLE 37 SHIFT DIFFERENTIAL PAY

- A. MOS assigned to late swing shift or graveyard shift on a permanent basis according to the shift bid, shall receive the following shift differential pay:
 - 1. Late Swing Shift MOS shall receive \$25.00 per pay period.
 - 2. Graveyard Shift MOS shall receive \$30.00 per pay period.
- B. Shift differential pay does not apply to MOS working a temporary assignment, an overtime assignment, or a light-duty assignment; it only applies to those MOS permanently assigned to the late swing shift or graveyard shift per the shift bid process.
- C. Shift differential pay does not apply to the Fire/Rescue Division.
- D. 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.

AGREEMENT ARTICLE 38 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 Director for review. The Director shall determine whether or not to submit the proposal or plan to the city administrator.
- C. Staffing levels will be set by the City.
 - 1. Minimum staffing levels shall be adhered to in accordance with the established criteria.
 - 2. Minimum Staffing levels can be modified only as a result of a modification in shift bid every six months.

AGREEMENT ARTICLE 39 AGREEMENT BETWEEN PARTIES

A. Severability

 Should any part of this Agreement or any provision contained herein be declared invalid by a District 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 MOU. The Association will be responsible for its distribution to all covered members.

D. Term of Agreement

This agreement shall be effective July 1, 2007, and remain in full force and effect until June 30, 2010
except that if the parties are at impasse on the last day, then the parties shall abide by the New
Mexico Public Employee Bargaining Act, Section 18, subsection D. regarding the extension of the
existing contract under impasse resolution.

IN WITNESS WHEREOF, the parties have set their hands and seals this 12th day of September, 2007.

RRPFDA / NCPSO-CWA

James Harris, President RRDPSA	Date
Steve Harvey, President local CWA 7911	Date
City of Rio Rancho	
Mike Williams, Mayor	Date
James C. Payne, City Manager	 Date

AGREEMENT Approved as to form James C. Babin, City Attorney Date

Date

Attest:

City Clerk