



Regular Governing Body Meeting
City of Rio Rancho
AGENDA
March 14, 2024
6:00 PM
Council Chambers

Governing Body Members

Greggory D. Hull, Mayor	Paul Wymer, Councilor District 4
Jim Owen, Councilor District 1	Karissa Culbreath, Councilor District 5
Jeremy Lenentine, Councilor District 2	Nicole List, Councilor District 6
Bob Tyler, Councilor District 3	

Meeting Information

This meeting will be conducted in-person and virtually, as well as, streamed live on the City of Rio Rancho website at <https://rrnm.gov/2303/Watch-and-Download-City-Meetings>

Join by Computer: [https://us06web.zoom.us/j/85302353741?](https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGV0czF4MDN0UT09)
pwd=bWp1QXliSGJoeHhJaGV0czF4MDN0UT09
Meeting ID: 853 0235 3741
Passcode: 789419

Join by Phone:
Dial +1 253 215 8782 US then enter Meeting ID and Passcode

Pursuant to the Governing Body Rules of Procedures, any person wishing to address the Governing Body related to an item listed under Second Reading of Ordinances, First Reading of Ordinances, or Discussion and Deliberation, shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for comments pertaining to a specific agenda item at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public input related to a specific agenda item at a meeting.

Public input can be submitted in writing to the City Clerk, as clerk of the Governing Body, prior to the date of the meeting in which the item is scheduled to be heard; however, only public input received before 4 p.m. on the day of the meeting will be entered into the record prior to the meeting.

Call to Order and Pledge of Allegiance

Proclamations and Awards of Merit

Public Forum

Pursuant to the Governing Body Rules of Procedure, any person wishing to address the Governing Body related to a non-agenda item shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for public forum comments at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public forum at a meeting.

Comments by Councilors

Consent Calendar

There will be no discussion of these items unless a Governing Body Member so requests, in which event the item will be moved to a discussion item on the regular agenda.

1. Minutes of February 20, 2024, work session minutes
022024 Work Session Minutes
2. Minutes of February 22 , 2024 Regular Meeting
Minutes of February 22 , 2024 Regular Meeting
3. R17, Resolution Authorizing a Budget Adjustment to the State Appropriations Capital Fund (315) for the Broadmoor Senior Center
Resolution
4. R18, Resolution Authorizing Disposal of Police Department Property
Resolution
Exhibit A.docx
5. R19, Resolution Authorizing a Budget Adjustment to the State Grants Fund (252) for the Crime Victims Reparation Commission (CVRC) Intergovernmental Service Agreement
Resolution
Memo FY24 State Law Enforcement Violent Crime Victim Assistancs Award Letter Packet_Signed by Legal CM1082-1.pdf
6. R20, Resolution Authorizing a Budget Adjustment to the Law Enforcement Fleet Maintenance Account
Resolution
7. R21, Resolution Authorizing the Disposal of Obsolete and Non-Working Office Furniture and Minor Equipment
Resolution
Exhibit A.pdf
8. R22, Resolution Authorizing a Budget Adjustment to the City Facility Improvement/Replacement Fund (313) for Fire/Rescue Station #8
Resolution
9. D6, Appointment of Christopher Daniel to the Investment Advisory Board
Christopher Daniel - Resume - 2022_Redacted.pdf
10. D7, Appointment of Kyle Olsen to the Capital Improvements Plan Citizen's Advisory Committee (CIPCAC)
Kyle Olsen Resume - CIPCAC_Redacted.pdf

Boards/Commissions/Committee Reports

Public Hearings

Second Reading of Ordinances

First Reading of Ordinances

11. O2, Ordinance Amending Chapter 131 Offenses Against Order and Safety & Chapter 154 Planning and Zoning
Ordinance

Discussion and Deliberation

- 12.** D8, Advice and Consent of the Governing Body for American Federation of State, County and Municipal Employees (AFSCME L3277) Collective Bargaining Agreement
Final Draft CoRR and AFSCME Contract March 6 2024.pdf
- 13.** R23, Resolution Amending Personnel Policies and Work Rules
Resolution
Final Draft Update Personnel Policies and Work Rules March 1 2024.pdf
- 14.** R24, Resolution to Require Immediate Removal or Repair of Ruined Building, Structures(s), Rubbish, Wreckage, Weeds, and Debris and Abatement of Premises at 1621 37th St. SE, Rio Rancho, NM 87124
Resolution
1621 37th St SE Exhibit 1
1621 37th St. Exhibit 2
1621 37th St. Quitclaim Deed Exhibit 3

City Manager

Adjournment



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item:

AGENDA DATE:
March 14, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of February 20, 2024, work session minutes

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: [022024 Work Session Minutes](#)



Governing Body
of the
City of
Rio Rancho
Special
Work Session
MINUTES
FEBRUARY 20, 2023
3:00 p.m.
Council Chambers

MEMBERS PRESENT:

Greggory D. Hull, Mayor
Jim Owen, Councilor Dist. 1
Jeremy Lenentine, Dist. 2 (arrived at 3:31 p.m.)
Bob Tyler, Councilor Dist. 3
Paul Wymer, Councilor Dist. 4
Karissa Culbreath, Councilor Dist. 5 virtual (arrived at 3:03 p.m.)
Nicole List, Councilor Dist. 6 (arrived at 3:03 p.m.)

STAFF & SPECIAL GUEST PRESENT:

Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Rebecca Martinez, City Clerk
Amy Rincon, Director of Development Svcs.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Hull called the meeting to order at 3:01 p.m.

Discussion

1. Noise Regulations

Peter Wells, Deputy City Manager stated staff is recommending that the governing body in the future provide some updates and provided a historical overview and give highlights of some of the items that we would recommend to you in a future ordinance. Staff would like input from the Governing Body. Noise related issues come up regularly and it has been researched and reviewed throughout the years. Staff agrees that more objective criteria is needed for enforcement and education purposed moving forward. The proposed ordinance changes are based on research of other communities, past experiences, recent and emerging issues related to new business/changing business activity and nearby residential properties, and continued higher density residential growth along with mixed uses. He went over the current ordinance and talked about the enforcement challenges that staff face. The recommend updates which are based on research and review, including an analysis of other cities, updates would establish more objective criteria (decibel measurement) for what is and is not acceptable community noise levels and follow best practices and commonly adopted standards. The updates include applicable definitions, sound level measurement standards, sound level measurement testing parameters, permissible hours, temporary variance request, exceptions and exclusions. Recommendations adhere to a commonly established view that unreasonable noise is a hazard to public health, welfare, safety, and does not promote the use, value, and enjoyment of property, or sleep/repose. Unreasonable noise is viewed as a form of pollution, similar to ordinances that regulate light pollution. This is rooted in the concept that noise, above certain levels, should not transfer/travel from one private property boundary to

another. He went over the Federal Occupational Safety and Health Administration (OSHA) note as typical sound levels. Unreasonable noise would be that above established decibel levels and based on the applicable zoning of the source property and the noise would have to be continuous for a 10 minutes interval. There are several exceptions and exclusions, such as aircraft and airports, earthshaking vibrations, construction, demolition, or repair work (emergency-related or when authorized by governmental agency), entertainment/sporting events and parades and protest to name a few. Staff is proposing that the City Manager or their designee may grant a temporary variance, after receiving activity detail. Each instance of unreasonable noise would be subject to the standard Municipal Code penalty that is currently in place. The cost associated would be approximately \$12,000.

2. Short Term Rentals

Matt Geisel, City Manager provided a brief overview. A short-term rental is a dwelling unit or a portion thereof that is rented for short periods of time. Typically, fewer than 30 days. Currently, short term rentals are not permitted under the Rio Rancho City Code, however there are a growing number of them being advertised within the City.

Josh Rubin, City Attorney gave an overview of the current status of the ordinance and history of regulations of short-term rentals. Any rental less than 30 days in residential zones areas are prohibited, however any rentals less than 30 days are subject to the City's Lodger's Tax. If the short-term rental is subject to Lodger's Tax, it creates a commercial use in violation of the City's permissive zoning uses in Chapter 154. He went into further detail on the evolution of regulatory responses. When directly addressing short -term rentals each municipality must consider the impacts of short-term rentals on its unique character and specific circumstances. Short-term rentals would allow homeowners in Rio Rancho to supplement their income and can increase area demand for supporting services. If regulated, the City would collect annual permit and inspection fees. Regulating the short-term rental market would require the City to incur expenses for administration, compliance and enforcement.

Noah Trujillo, Parks & Recreation & Community Services Deputy Director explained that the Lodger's Tax is a "bed tax" charged on overnight hotel/lodging stays. The City of Rio Rancho collects 5% Lodger's Tax on hotel lodging receipts.

Mr. Geisel stated in the summer of 2023, the City conducted a Citizen Survey asking if they support short-term rentals. The results where equally divided. Staff has steadily received inquiries in both complaints about operating short term rentals and inquiries about how to establish and register these types of rentals.

Jessica Toll, Assistant City Manager went over the different regulatory options.

- Option 1 - affirmatively prohibit
- Option 2 - allow unregulated,
- Option 3 - minimal regulation
- Option 4 - moderate regulation

Ms. Toll went over a couple local communities regulations on short-term rentals. City of

1 Albuquerque currently has moderate regulations, Las Cruces has minimal regulations
2 and Santa Fe, Village of Corrales and Los Ranchos have moderately regulated.

3
4 The meeting adjourned at 4:57p.m.

5
6 APPROVED THIS MARCH 14, 2024
7

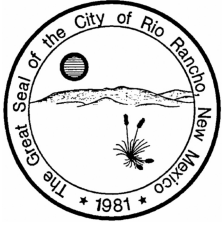
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Greggory D. Hull, Mayor

ATTEST:

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Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item:

AGENDA DATE:
March 14, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of February 22 , 2024 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: [Minutes of February 22 , 2024 Regular Meeting](#)



*Governing Body
of the
City of Rio Rancho*

MINUTES
FEBRUARY 22, 2024
6:00 PM
Council Chambers, City Hall

MEMBERS PRESENT:

Greggory D. Hull, Mayor
Jim Owen, Councilor Dist. 1
Bob Tyler, Councilor Dist. 3
Paul Wymer, Councilor Dist. 4
Nicole List, Councilor Dist. 6

STAFF PRESENT:

Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Josh Rubin, City Attorney
Rebecca Martinez, City Clerk
James DeFillippo, Fire Chief
Connie Peterson, Dir. of Parks, Rec & Comm Svcs.
Stewart Steel, Police Chief
Amy Rincon, Director of Development Services

MEMBERS ABSENT:

Jeremy Lenentine, Councilor Dist. 2
Karissa Culbreath, Councilor Dist. 5

Call to Order and Pledge of Allegiance

Mayor Hull called the meeting to order at 6:00 p.m.

Mayor Hull stated Councilor Lenentine has been excused and Councilor Culbreath should be arriving shortly.

Proclamations and Awards of Merit

Public Forum

Comments by Councilors

Consent Calendar

- 1.) Minutes of February 8, 2024 Regular Meeting
- 2.) R12, Resolution Authorizing a Budget Adjustment to the Repair and Maintenance Equipment Fund
- 3.) R13, Resolution Authorizing a Budget Adjustment to the State Grant Fund for Felony Warrant Enforcement
- 4.) R14, Resolution Authorizing a Budget Adjustment to the Library Fund
- 5.) R15, Resolution Authorizing the Disposal of Library and Information Services Department Property
- 6.) R16, Resolution Authorizing the Disposal and Trade-In of Library Materials

Bob Tyler moved to approve consent calendar. Seconded by Jim Owen

1 The motion carried by a vote of 5 FOR and 0 AGAINST.
2 YES: Gregory Hull, Jim Owen, Bob Tyler, Paul Wymer, Nicole List
3 NO: None
4

5 **Boards/Commissions/Committee Reports**

6

7 **Public Hearings**

8

9 7.) O1, Ordinance Amending the Zoning Classification and Official Zoning Map for the
10 Property Legally Described as Loma Colorado, Tract P-1C-B adding Restaurants, Bars,
11 Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/AI Fresco Dining Facilities as a
12 Permissive Use to the SU: Special Use for Educational, Recreational, and Cultural Uses
13 Zoning Designation; Identifying Conditions of Development, Providing for Severability
14 and an Effective Date
15

16 Amy Rincon, Director of Development Services presented this item. The applicant,
17 Michael McDermott, through their agent, McClain & Yu Architecture and Design,
18 requests approval of a Zone Map Amendment to add Restaurants, Bars, Lounges,
19 Coffee/Tea Rooms, Delicatessens, & Patio/AI Fresco Dining Facilities as a permissive
20 use to the SU: Special Use for Educational, Recreational, and Cultural Uses Zoning
21 Designation. The subject property is located at 821 Loma Colorado Blvd. NE and
22 comprises approximately 1.5250 acres. The Planning and Zoning Board recommends
23 approval.
24

25 Michael McDermott, Applicant gave a brief overview.
26

27 Bob Tyler moved to approve O1. Seconded by Jim Owen
28

29 The motion carried by a vote of 5 FOR and 0 AGAINST.
30 YES: Gregory Hull, Jim Owen, Bob Tyler, Paul Wymer, Nicole List
31 NO: None
32

33 **Second Reading of Ordinances**

34

35 **First Reading of Ordinances**

36

37 **Discussion and Deliberation**

38

39 **City Manager**

40

41 Matt Geisel, City Manager stated the \$14.00 Pet Adoption runs through February 29,
42 2024 and also the expanded early voting locations are now open.
43

44 **Adjournment**

45

46 6:17 p.m.

1 APPROVED THIS MARCH 14, 2024

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5 ATTEST:

Greggory D. Hull, Mayor

6
7 _____
8 Rebecca A. Martinez, City Clerk
9 SEAL

DRAFT



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R17

AGENDA DATE:

March 14, 2024

DEPARTMENT:

Parks, Recreation & Community Services

SUBJECT:

R17, Resolution Authorizing a Budget Adjustment to the State Appropriations Capital Fund (315) for the Broadmoor Senior Center

BACKGROUND AND ANALYSIS:

Phase 1 of the Broadmoor Senior Center opened in September 2021. State funding will be used to begin construction on Phase 2 (outdoor programming space and a multipurpose room) in 2024. With the facility's forthcoming expansion, additional storage space is needed.

The State has provided funding, \$75,600, that will be used for the planning, design, purchase, installation, and equipping of exterior storage and an awning, which will provide additional space to store equipment and supplies for senior services.

IMPACT:

The State Appropriations Capital Fund will be increased by \$75,600.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.17

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE
APPROPRIATIONS CAPITAL FUND (315) FOR THE BROADMOOR SENIOR
CENTER**

WHEREAS: the New Mexico Aging and Long-Term Services Department has awarded the City of Rio Rancho a State Capital Outlay appropriation of \$75,600 (Award No. A23H2054) that will be used for exterior storage and an awning at the Broadmoor Senior Center; and

WHEREAS: a budget adjustment is necessary to expend the grant funds as proposed.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF RIO RANCHO:**

That authorization is given for the following budget adjustment:

State Appropriations Capital Fund (315)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants Revenue	PR2438	\$8,510,661	\$75,600		\$8,586,261
Total Sources		\$8,510,661	\$75,600		\$8,586,261

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.70-11 Building Improvements	PR2438	\$2,059,079	\$75,600		\$2,134,679
Total Uses		\$2,059,079	\$75,600		\$2,134,679

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R18

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Police Department

SUBJECT:
R18, Resolution Authorizing Disposal of Police Department Property

BACKGROUND AND ANALYSIS:

The Police Department has damaged and worn equipment that has been replaced, and the property replaced is unusable.

The Police Department desires to remove and safely dispose of the non-usable property.

The disposal of personal property is governed by Section 3-54-2-NMSA 1978, and there is a requirement for Governing Body approval for the disposal of property that does not exceed \$2,500.

Items proposed for disposal include office chairs and audio/visual equipment.

IMPACT:
Approval of the Resolution will enable the disposal of damaged and unusable property.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)
ATTACHMENT: [Exhibit A.docx](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO. 18

ENACTMENT NO.

RESOLUTION AUTHORIZING DISPOSAL OF POLICE DEPARTMENT PROPERTY

WHEREAS: the Police Department has damaged and worn equipment that has been replaced; and

WHEREAS: the property replaced is unusable; and

WHEREAS: the Police Department desires to remove and safely dispose of the non-usable property; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2-NMSA, 1978, and there is a requirement for Governing Body approval for the disposal of property that does not exceed \$2,500.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That formal authorization is hereby given to remove and safely dispose of the following property located at Police Headquarters (500 Quantum Rd) as depicted in Exhibit A, attached hereto.

ADOPTED THIS _____ DAY OF _____ 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

Items set for Disposal.

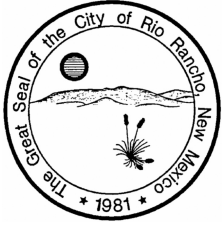
*Pictures attached.

*Pictures attached.









**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R19

AGENDA DATE:

March 14, 2024

DEPARTMENT:

Police Department

SUBJECT:

R19, Resolution Authorizing a Budget Adjustment to the State Grants Fund (252) for the Crime Victims Reparation Commission (CVRC) Intergovernmental Service Agreement

BACKGROUND AND ANALYSIS:

The State of New Mexico Crime Victims Reparation Commission has awarded the Rio Rancho Police Department \$35,816 for developing the Violent Crime Law Enforcement Victim Liaison Unit.

The Crime Victims Reparation Commission notified the City of fund availability. The City submitted a budget proposal, which the commission approved, and funding was awarded.

The awarded funds will be used for personnel (\$25,816), training (\$7,000), and victim service collaboration (\$3,000).

IMPACT:

There is no impact on the City's General Fund.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Memo FY24 State Law Enforcement Violent Crime Victim Assistancs Award Letter Packet_Signed by Legal CM1082-1.pdf](#)



CITY OF RIO RANCHO RESOLUTION

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE GRANTS
FUND (252) FOR THE CRIME VICTIMS REPARATION COMMISSION (CVRC)
INTERGOVERNMENTAL SERVICE AGREEMENT**

WHEREAS: the State of New Mexico Crime Victims Reparation Commission has awarded the City of Rio Rancho an amount of \$35,816 for the development or expansion of a Violent Crime Law Enforcement Victim Liaison Unit; and

WHEREAS: a budget adjustment is necessary to expend the grant funds as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

State Grants Fund (252)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-334.10-00 State Grants	PS2433	\$90,010	\$35,816		\$125,826
Total Sources		\$90,010	\$35,816		\$125,826

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-421.10-09 Non-Exempt Full Time	PS2433	\$0	\$16,335		\$16,335
252-0000-421.10-21 Overtime	PS2433	\$57,954	\$1,129		\$59,083
252-0000-421.20-01 PERA-General	PS2433	\$0	\$3,387		\$3,387
252-0000-421.20-05 FICA	PS2433	\$0	\$245		\$245
252-0000-421.20-15 Workers Compensation	PS2433	\$0	\$74		\$74
252-0000-421.20-20 Health Insurance	PS2433	\$0	\$3,997		\$3997
252-0000-421.20-25 Life Insurance	PS2433	\$0	\$10		\$10
252-0000-421.20-30 Dental Insurance	PS2433	\$0	\$292		\$292

252-0000-421.20-40 Retiree Healthcare	PS2433	\$0	\$347		\$347
252-0000-421.40-40 Program Activities	PS2433	\$0	\$10,000		\$10,000
Total Uses		\$57,954	\$35,816		\$93,770

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



INTEROFFICE MEMORANDUM

Date: February 2, 2024

To: Matthew B. Geisel, City Manager
Josh Rubin, City Attorney or designee

*oh MBO
Feb 2, 2024*

Thru: Don Martinez, Capital Projects/Grants Supervisor DONALD MARTINEZ
DONALD MARTINEZ (Feb 2, 2024 14:29 MST)

From: Brenda Jacquez, Grants Administrator Brenda Jacquez

FYI: Juan Mejia, Budget and Grants Manager
Alicia LaPorte, Law Office Administrator

Re: FY24 State Law Enforcement Violent Crime Victim Assistants Award Letter

Please find attached the FY24 State Law Enforcement Violent Crime Victim Assistants subgrant award in the amount of \$35,816.00. New Mexico Crime Victims Reparation Commission (CVRC) will support the following amounts from proposed budget.

- **Personnel & Benefits:** The City of Rio Rancho's match amount for FFY24 for personnel and personnel benefits, totaling \$25,816.00.
- **Training:** CVAU would like to attend the International Conference on Sexual Assault, Domestic Violence, and the Cycle of Justice. We would like two RRPD Officers, possibly from the Special Victims Unit, to attend the conference with us. The estimated cost to send four people to this conference is 7,000.00.
- **Victim Service Provider Collaboration:** \$3,000 for flyers, brochures, educational pamphlets, domestic violence, and sexual assault awareness merchandise and information would benefit our attempt to be proactive and try to combat domestic violence and sexual assault.

If approved, please sign where indicated and return to me for further processing. Do not hesitate to contact me at extension 8804 should you have any questions.

Thank you.

Financial Services Division
Budget and Grants Department

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION

MICHELLE LUJAN GRISHAM
GOVERNOR



FRANK ZUBIA
DIRECTOR

January 31, 2024

RE: State Law Enforcement Violent Crime Victim Assistants Award Letter

Dear City of Rio Rancho- Rio Rancho Police Department:

Congratulations on your agency being selected to receive a State Law Enforcement Violent Crime Victim Assistants subgrant award. Your organization was selected to receive an award in the amount of \$35,816.00 in non-recurring funds with an end date of June 30, 2024.

This award will be available in WebGrants at www.nmcvrcgrants.com starting February 1, 2024. The first invoice is due on March 10, 2024.

If you have any questions or need any technical assistance during the grant year, please do not hesitate to contact our office.

Sincerely,

Marivel Baca
STATE Grant Administrator
New Mexico Crime Victims Reparation Commission
Marivel.baca@cvrc.nm.gov
(505) 795-7964

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
INTERGOVERNMENTAL SERVICE AGREEMENT
CONTRACT #24-780-P707-00509

An Intergovernmental Service Agreement between **City of Rio Rancho, Rio Rancho Police Department** and **New Mexico Crime Victims Reparation Commission**.

This Agreement is made and entered into by and between the State of New Mexico Crime Victims Reparation Commission, hereinafter referred to as "Agency," and **City of Rio Rancho, Rio Rancho Police Department** (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately July 1, 2023, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work and achieve the designated Goals and Measurable Objectives ("MO):

Purpose Area 1: Development or Expansion of a Violent Crime Law Enforcement Victim Liaison Unit

Contractor will develop or enhance their Violent Crime Victim Assistant Unit. Contractor will ensure that the development or enhancement of their law enforcement-based victim service program adheres to best practices and develops strong policies, procedures, and practices for the Violent Crime Victim Assistant Unit. Best practice models such as the Model Program Standards for Victim Services (https://ovc.ojp.gov/sites/g/files/xyckuh226/files/model-standards/6/program_standards_1.html) and/or the International Association of Chiefs of Police Law Enforcement Based Victim Services (<https://www.theiacp.org/topics/victim-services>) should be considered. Successful applicants can use grant funds, as necessary, to develop or enhance written guidelines such as, but not limited to, describing:

- Victim-service program mission, goals, and objectives,
- Violent Crime Victim Assistant Unit policies, procedures, and practices,
- Job duties and descriptions for Violent Crime Victim Assistant Coordinator(s) and Violent Crime Victim Assistant(s),
- Timing, availability, and duration of services, including addressing victim/survivor crisis situations; procedures for addressing imminent danger, stalking, and intimidation of victims/survivors; and information for victim/survivors on initial contact and throughout service delivery,
- Methods for maintaining geographic accessibility of services and accessibility over time, including accessibility of services to people with limited English proficiency and survivors with disabilities,
- Policy on nondiscrimination in service provision,
- Procedures for assessing safety, security, and maintenance of service premises, and
- Procedures for communication and collaboration with other providers.

Contractor will use program funds to hire civilian law enforcement victim assistants with demonstrated or professional experience in responding to the rights and needs of victims of violent crime. Victim Assistants and Coordinators should provide the following:

- Provides crisis stabilization and support services to crime victims, witnesses, survivors, and co-victims and assists with identified concerns resulting from victimization.

- Assesses the psychosocial status of crime victims, witnesses, survivors, and co-victims and determines the types of referrals and services indicated. Coordinates the provision of referrals and services.
- Provides information using a trauma-informed approach to crime victims, witnesses, survivors, and co-victims related to criminal event and/or associated criminal justice response, policies, and practices. Provides information to persons served related to legal issues, terms, and court procedures.
- Understands, upholds, and assists in the education and exercise of victims' rights per statutory and constitutional laws.
- Develops effective victim advocacy programs and trains staff, student interns, and volunteers.
- Prepares and maintains statistical records. Records case file information and appropriate documentation in identified system.
- Serves as a liaison with advocacy groups, clinical and other service providers, community outreach services, and law enforcement personnel.
- Must provide a quarterly report outlining activities during that reporting period.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$35,816.00 in FY24. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and in accordance with the budget in attachment #1. Such compensation shall not exceed \$35,816.00, including gross receipts tax in FY24. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2024 for services rendered prior to June 30, 2024. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the work and/or expenditures, and - outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Contractor must complete and submit a Grant Status Report form to the Agency by March 27, 2024. The Agency will be responsible for sending the form to the Contractor one month prior to deadline date.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **JUNE 30, 2024**, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13- 1-150.

4. Termination.

A. **Termination** - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."*

B. **Termination Management** - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

8. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. Product of Service - Copyright.

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. Conflict of Interest; Governmental Conduct Act.

The Contractor certifies that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee, have been followed.

11. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

12. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. Penalties for violation of law.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

14. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

16. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

17. Records and Financial Audit.

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

18. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

19. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

20. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

Frank Zubia, Director
Crime Victims Reparation Commission 6200 Uptown Blvd, Suite 210
Albuquerque, NM 87110

To the Contractor:

City of Rio Rancho, Rio Rancho Police Department
3200 Civic Center Circle NE
Rio Rancho, NM 87144

22. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and certifies that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

By: Cindy Mok
Agency's Chief Financial Officer

Digitally signed by Cindy
Mok
Date: 2024.02.07
10:07:16 -07'00'

Date: 02/07/2024

By: Frank Zubia
Director, Crime Victims Reparation Commission

Digitally signed by Frank
Zubia
Date: 2024.02.07
12:47:40 -07'00'

Date: _____

By: [Signature]
Agency's Legal Counsel – Certifying legal sufficiency

Date: 2/6/24

By: [Signature]
Agency's Chief Financial Officer
Matt Geisel, City Manager

Date: 2-6-24

Rio Rancho Police Department

Budget Attachment # 1

Personnel & Benefits

The City of Rio Rancho's match amount for FFY24 for personnel and personnel benefits, totaling \$25,816.00.

Training

CVAU would like to attend the International Conference on Sexual Assault, Domestic Violence, and the Cycle of Justice. We would like two RRPD Officers, possibly from the Special Victims Unit, to attend the conference with us. The estimated cost to send four people to this conference is 7,000.00.

Victim Service Provider Collaboration

\$3,000 for flyers, brochures, educational pamphlets, domestic violence, and sexual assault awareness merchandise and information would benefit our attempt to be proactive and try to combat domestic violence and sexual assault.

Total \$35,816.00

Memo FY24 State Law Enforcement Violent Crime Victim Assistants Award Letter Packet_2_2_2024-

Final Audit Report

2024-02-02

Created:	2024-02-02
By:	Brenda Jacquez (brjacquez@rrnm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMdh_8SavT94cvylJifyHhE-u9eDDJ3rX

"Memo FY24 State Law Enforcement Violent Crime Victim Assistants Award Letter Packet_2_2_2024-" History



Document created by Brenda Jacquez (brjacquez@rrnm.gov)

2024-02-02 - 9:27:43 PM GMT



Document e-signed by Brenda Jacquez (brjacquez@rrnm.gov)

Signature Date: 2024-02-02 - 9:28:43 PM GMT - Time Source: server



Document emailed to DONALD MARTINEZ (domartinez@rrnm.gov) for signature

2024-02-02 - 9:28:45 PM GMT



Email viewed by DONALD MARTINEZ (domartinez@rrnm.gov)

2024-02-02 - 9:29:18 PM GMT



Document e-signed by DONALD MARTINEZ (domartinez@rrnm.gov)

Signature Date: 2024-02-02 - 9:29:32 PM GMT - Time Source: server



Agreement completed.

2024-02-02 - 9:29:32 PM GMT



Adobe Acrobat Sign



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R20

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Police Department

SUBJECT:
R20, Resolution Authorizing a Budget Adjustment to the Law Enforcement Fleet Maintenance Account

BACKGROUND AND ANALYSIS:

The Law Enforcement Fleet Maintenance expenditure account requires additional funds, \$130,000, to sufficiently cover the cost of maintaining police vehicles for the remainder of Fiscal Year 2024.

Unprecedented increases in services have resulted in an anticipated deficit.

IMPACT:

The City's General Fund Unreserved Ending Fund Balance will decrease, with funds transferred to address anticipated cost needs to maintain police vehicles through the end of Fiscal Year 2024.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.20

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE LAW
ENFORCEMENT FLEET MAINTENANCE ACCOUNT**

WHEREAS: the Law Enforcement Fleet Maintenance account requires additional funds to be able to sufficiently cover the cost of maintaining police vehicles for the remainder of Fiscal Year 24; and

WHEREAS: a budget adjustment is necessary to expend the funds as intended.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF RIO RANCHO:**

That authorization is given for the following budget adjustment:

General Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-0515-410-9001 Ending Fund Balance Unreserved		\$22,603,884		\$130,000	\$22,473,884
101-6025-424-5040 Fleet Maintenance		\$161,930	\$130,000		\$291,930
Total Expense		\$22,765,814	\$130,000	\$130,000	\$22,765,814

ADOPTED THIS _____ DAY OF _____ 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R21

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Financial Services

SUBJECT:
R21, Resolution Authorizing the Disposal of Obsolete and Non-Working Office Furniture and Minor Equipment

BACKGROUND AND ANALYSIS:

The Financial Services Department has gathered and stored minor office furniture, equipment, and tools that are obsolete or broken and unusable.

Such items will not be put back into service and continuing to store the items is not optimal.

The disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval of property that does not exceed \$2,500.

Items for disposal include desks, miscellaneous computer equipment and accessories, and a variety of different office supplies.

IMPACT:
Approval of the Resolution will allow for the needed disposal of items.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)
ATTACHMENT: [Exhibit A.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE AND NON-
WORKING OFFICE FURNITURE AND MINOR EQUIPMENT**

WHEREAS: the Financial Services Department has gathered and stored minor office furniture, equipment, and tools that are obsolete or broken and unusable; and

WHEREAS: continuing to store the obsolete, damaged, or unusable items is not optimal; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed \$2,500.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF RIO RANCHO:**

That formal and required authorization is hereby given to properly dispose of the office furniture, equipment, and tools, as depicted in Exhibit A.

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

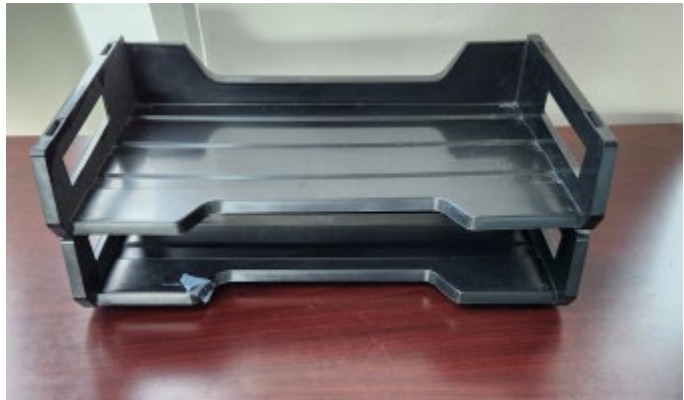
Exhibit A

Office Items - Disposal list	Est value	Extended
Adjustable Desk (standing conversion) - 3 units	10.00	30.00
Extra Large whiteboard (6' x 3')	5.00	5.00
3 wrist protection mouse pads	0.50	1.50
1 wrist protection pad for keyboard	1.00	1.00
1 wireless keyboard & mouse (fob missing)	-	-
2 tray legal desktop paper/file tray	1.00	1.00
1 pencil tray for desk drawer	0.50	0.50
Name plate for desk	1.50	1.50
Multi slot inclined file keeper	1.00	1.00
Electric Staplers (2) non-working	-	-
Mice (2 wired & 1 wireless) non-working	-	-
Messenger bag	2.50	2.50
Wireless keyboard fob is missing	-	-
Wired keyboard	2.00	2.00
Miscellaneous power cords (unknown apparatus 4-5)	-	-
5 Clover devices (out-dated no longer used)	-	-
Victor adding machine	5.00	5.00
Electric heaters (2), non-working	-	-
Under desk foot rest, broken (2)	-	-
5" three ring notebook (1)	1.50	1.50
3" three ring notebooks (5)	1.00	5.00
2" three ring notebooks (5)	0.75	3.75
1" three ring notebooks (4)	0.50	2.00
Desk piece (not whole or useable)	-	-
3 shelf bookcase	10.00	10.00
Two drawer lateral file	25.00	25.00

Property Disposal Pictures



Property Disposal Pictures



Property Disposal Pictures



Property Disposal Pictures



Property Disposal Pictures



Property Disposal Pictures



Property Disposal Pictures

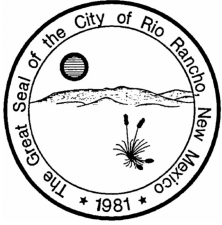


Property Disposal Pictures



Property Disposal Pictures





**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R22

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Fire and Rescue

SUBJECT:
R22, Resolution Authorizing a Budget Adjustment to the City Facility Improvement/Replacement Fund (313) for Fire/Rescue Station #8

BACKGROUND AND ANALYSIS:

Staff has identified a need to expand fire/rescue services in the southwest quadrant of the City based on growth and call volumes.

The identified location for a new fire/rescue station, Station #8, is a 1.43-acre site located at 1930 14th Ave. SE (near Unser and Westside Boulevards).

The Fire & Rescue Department has obtained a cost proposal, approximately \$402,000, to design the new Station #8.

In order to fund this cost, a budget adjustment is necessary as insufficient funds are currently available.

IMPACT:

The General Fund Unreserved Ending Balance will be reduced by \$139,669. This funding will be paired with existing funding, \$262,331, currently available and previously programmed for to be determined facility design.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)



CITY OF RIO RANCHO RESOLUTION

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE CITY FACILITY
IMPROVEMENT/REPLACEMENT FUND (313) FOR FIRE/RESCUE STATION #8**

WHEREAS: the Fire & Rescue Department has obtained a cost proposal to design a new fire/rescue station, Station #8; and

WHEREAS: a budget adjustment is necessary to make funds available to account for Station #8 design costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF RIO RANCHO:**

That authorization is given for the following budget adjustment:

General Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-0515-410.80-26 Transfer to Building Fund	N/A	\$1,900,100	\$139,669		\$2,039,769
101-0515-410.90-01 Ending Fund Balance / Unreserved	N/A	\$22,581,884		\$139,669	\$22,442,215
Total Uses		\$24,481,984	\$139,669	\$139,669	\$24,481,984

City Facility Improvement/Replacement Fund (313)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
313-0000-392.30-00 Transfer to General Fund	N/A	\$1,900,100	\$139,669		\$2,039,769
Total Sources		\$1,900,100	\$139,669		\$2,039,769

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
313-0000-416.32-01 Professional Services	AD2393	\$300,000		\$262,331	\$37,669
313-0000-416.70-11 Building Improvements	TBA	\$2,018,161	\$402,000		\$2,420,161
Total Uses		\$2,318,161	\$402,000	\$262,331	\$2,457,830

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



CITY OF RIO RANCHO COVER PAGE

Legislation Item: D6

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Administration

SUBJECT:
D6, Appointment of Christopher Daniel to the Investment Advisory Board

BACKGROUND AND ANALYSIS:

The Investment Advisory Board provides input to the Governing Body regarding the management of a City Charter established Permanent Fund and associated investment policy, as well as other local government investment portfolios and associated policies.

The Board consists of seven members that are municipal residents. One member of the Board is appointed from each of the six City Council Districts. One member shall be appointed at-large. Knowledge or professional experience in public finance or public funds investing is desirable for Board members to possess.

Daniel resides in City Council District 3. If appointed, Daniel will serve a term (District 3) that expires on March 14, 2027. Daniel previously served on the Investment Advisory Board.

IMPACT:
The appointment will fill a vacancy on the Investment Advisory Board caused by term expiration.

ALTERNATIVES:
Approve the appointment.

Do not approve the appointment.

DEPARTMENT RECOMMENDATION:
Mayor Hull recommends the appointment of Christopher Daniel to the Investment Advisory Board.

ATTACHMENT: [Christopher Daniel - Resume - 2022_Redacted.pdf](#)

Resume of Christopher H. Daniel



Summary of Qualifications

Extensive and broad experience in non-profit executive management, investment portfolio management, treasury management, corporate finance, accounting, strategic planning, team project management, public speaking & peer influence, employee supervision, and executive liason. Strong oral and written communications skills.

Professional credentials include attainment of the Chartered Financial Analyst (CFA) designation, attainment of CPA licensure, and award of the Certified Treasury Professional (CTP) designation.

Strong knowledge of portfolio management software, ERP applications, Sage (Peachtree) Accounting, and various other financial packages.

Relevant Professional Experience

City of Albuquerque

2006 - Present

***Chief Investment Officer*, 2014 – Present:**

- Manage the City's \$1.2 billion cash/investment portfolio
- Developed and implemented a pioneering strategic asset allocation approach to public funds management, resulting in over \$27 million value added in incremental total return to date
- Oversee Treasury banking and cash management functions

***ERP Program Manager*, 2010 – 2014:**

- Direct 20-employee ERP Program which manages City core Financial & HR system
- Developed the Program from inception, and led it through several projects that reaped millions of dollars in operational efficiencies and business process improvements throughout the City
- Serve as Program liason to ERP Steering Committee and Executive Management

***Assistant Treasurer*, 2006 – 2010:**

- Co-manage entire Treasury Division 2007-2009
- Manage the City's Investment, Fiscal Agent Relations, and Cash Management Programs

Controller, New Mexico Student Loans, Albuquerque, NM 2002 - 2006

- Direct general accounting functions of the state's primary student loan issuer
- Facilitate the Foundation's annual budget process
- Participate with leadership team on strategic decision-making

Other Professional Experience

Other experience includes serving as the **Administrator** for Rio Pecos Medical Association – a 14 doctor, 80 employee practice (seven years), a **Senior Financial Consultant** for Cathey, Hutton & Associates (two years) and an **Administrator for Pricing and Earnings** and as an **Administrator for Financial Planning** for GTE/Contel Corporation - now Verizon (seven years).

Education

Master of Business Administration - Finance concentration, Georgia State University

Bachelor of Arts - Radio, Television & Motion Pictures and a Bachelor of Arts – History, University of North Carolina at Chapel Hill

Accreditations

- Chartered Financial Analyst (CFA)
- Certified Public Accountant (CPA) - licensed in New Mexico & Texas
- Certified Treasury Professional (CTP)

Professional Memberships

- CFA Institute
- CFA Society New Mexico (President 2016 – 2018)
- Government Finance Officers Association (Executive Board Member 2019 – 2022)
- Government Investment Officers Association (Past President, current board member)
- American Institute of Certified Public Accountants (AICPA)
- Association for Financial Professionals (AFP)
- City of Rio Rancho, NM Investment Committee
- Sandoval County, NM Investment Committee



CITY OF RIO RANCHO COVER PAGE

Legislation Item: D7

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Administration

SUBJECT:
D7, Appointment of Kyle Olsen to the Capital Improvements Plan Citizen's Advisory Committee (CIPCAC)

BACKGROUND AND ANALYSIS:

CIPCAC primarily advises on the preparation, implementation, and updating of the City's impact fees capital improvement plan. This plan pertains to construction and/or acquisition of public assets necessary to meet growth service level goals and objectives using fees paid by new development. CIPCAC also advises on federal Community Development Block Grant funding allocations.

CIPCAC consists of seven municipal residents with not less than 40% (three members) being representatives of the real estate, development or building industries, in accordance with the New Mexico Development Fees Act. No more than two members of CIPCAC can reside in the same City Council District, or be an employee or official of a municipality, county or other governmental entity per State law.

Olsen resides in City Council District 5. If appointed, Olsen will serve a term that expires on March 14, 2027, and serve as an at-large member.

IMPACT:
The appointment will fill a vacancy on CIPCAC caused by term expiration.

ALTERNATIVES:
Approve the appointment.

Do not approve the appointment.

DEPARTMENT RECOMMENDATION:
Mayor Hull recommends the appointment of Kyle Olsen to CIPCAC.

ATTACHMENT: [Kyle Olsen Resume - CIPCAC_Redacted.pdf](#)

Kyle Olsen

SUMMARY

Highly motivated sales professional with over six years of experience in elevator sales, negotiation and client services in Albuquerque, New Mexico and El Paso, Texas. Over 31M+ contracts in elevator maintenance, repair, and modernization sold.

EXPERIENCE

TK Elevator - Modernization Sales

Albuquerque, NM - El Paso, TX • 04/2020 - Current

- Provide asset management reports that enable clients to make informed decisions on their existing elevator equipment for the Albuquerque and El Paso markets.
- Build and maintain relationships with existing and potential clients.
- Identify sales opportunities, prepare bid responses and negotiate with potential clients.
- April 20' - Sept 20': 63% to goal
- Oct 20' - Sept 21': 82% to goal
- Oct 21'-Sept 22': 213% to goal
- Oct 22' - Sept 23': 88% to goal

ThyssenKrupp Elevator - Sales Account Manager

Albuquerque, NM • 05/2017 - 03/2020

- Performed account management duties for elevator service customers.
- Negotiated public and private sector elevator service and repair contracts with hospitals, industrial power plants, government entities, and a wide variety of private businesses.
- Oct 17'- Sept 18': Repair - 49% to goal, Service - 64% to goal
- Oct 18'-Sept 19': Repair - 151% to goal, Service - \$203% to goal
- Oct 19' - March 20': Repair - 97% to goal, Service - 78% to goal

CONTACT

EDUCATION

Bachelor of Arts:

Strategic

Communication

University of New

Mexico: May 2017

AWARDS

Southwest Region

Top Bookings to Plan -

FY19, FY22



CITY OF RIO RANCHO COVER PAGE

Legislation Item: O2

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Administration

SUBJECT:
O2, Ordinance Amending Chapter 131 Offenses Against Order and Safety & Chapter 154 Planning and Zoning

BACKGROUND AND ANALYSIS:
First reading of an Ordinance.

Existing Municipal Code, Chapter 131 Offenses Against Order and Safety, Section 131.06 Unreasonable Noise, has elements which are subjective and undefined. As a result, adherence and enforcement are challenging.

From January 1, 2022 through December 31, 2023, the Police Department received 1,323 calls for service related to noise complaints, and 7 citations were issued for Municipal Court. Of the 1,323 calls for service, the source premises zoning was the following: single-family residential - 1,221 (92.4%); multi-family - 20 (1.5%); mobile home - 16 (1.2%); non-residential - 60 (4.5%); and park - 5 (0.4%).

Extreme and/or unreasonable noise is a nuisance that creates a hazard to public health, welfare, and safety. It does not promote the use, value and enjoyment of property, or sleep/repose. Unreasonable noise is a form of pollution, similar to ordinances that regulate light pollution (e.g., Night Sky Ordinance).

Based on research and review, including an analysis of other New Mexico cities and those in other States, the proposed Ordinance establishes more objective criteria (e.g., decibel measurement) for what is and is not acceptable community noise levels and follows best practices and commonly adopted standards. For example, noise, above certain levels, should not transfer/travel from one private property boundary to another; private property needs to contain its activities, etc., to their own property (i.e., same concept as vegetation growth, vehicle parking, structure placement/encroachment, etc.).

In addition to research related to different community regulations, the proposed Ordinance is based on past Police Department and other City staff experiences and emerging issues related to mixed-use zoning (i.e., residential adjacent to/abutting commercial).

The proposed Ordinance establishes:

- Applicable definitions.
- Sound level measurement standards.
- Sound level measurement assessment/testing parameters.
- Permissible hours (daytime (6 a.m. to 9 p.m.) / nighttime (9 p.m. to 6 a.m.)) for sound levels.

- Temporary variance request.
- Exceptions and exclusions.

For reference in relation to the sound level (decibels) in the proposed Ordinance, the Federal Occupational Safety and Health Administration notes the following for typical sound levels:

0 (1000 Hz)	Threshold of Hearing	80 dB(A)	Freight Train (100 ft. away)
20 dB(A)	Silent Study Room	90 dB(A)	Boiler Room
30 dB(A)	North Rim of Grand Canyon	100 dB(A)	Construction Site
40 dB(A)	Soft Whisper (5 ft. away)	110 dB(A)	Night Club (w/ music)
50 dB(A)	Urban Residence	120 dB(A)	Operating Heaving Equipment
60 dB(A)	Conversation (3 ft. away)	130 dB(A)	Jet Taking Off (200 ft. away)
70 dB(A)	Classroom Chatter	140 dB(A)	Threshold of Pain

Each instance of unreasonable noise would be subject to the standard Municipal Code penalty via Municipal Court:

10.99 General Penalty: Any person found guilty of violating any of the provisions of this code shall be fined not more than \$500 or imprisoned for a period of not more than 90 days, or by both such fine and imprisonment, and each day this code is violated shall constitute a separate offense, provided, however, that if a specific penalty is provided therefor in any particular and individual section of this code, then the specific penalty shall prevail.

In relation to noise caused by animals, existing Municipal Code remains applicable:

90.02 Definitions:

Continuously or Continual. Continuing without interruption for a period of 10 minutes, and/or interrupted then starting again where the animal noise occurs in each of the 10 one-minute period intervals.

Reasonable. What conventional wisdom would deem as justifiable or explainable, i.e., being within the bounds of reason.

Unreasonable. What conventional wisdom would deem as unexplainable or unjustified, i.e., not being guided by reason.

90.22 Animals Disturbing the Peace: (A)(1) No person shall allow any animal to persistently or continuously bark, howl or make noise common to their species, or otherwise unreasonably disturb the peace and quiet of the inhabitants of the city. This section does not differentiate from any particular time frame of the day or night, nor does it discriminate if the owner or keeper is at the premises or not. Reasonable barking or noise that is common under normal circumstances is not to be considered as disturbing the peace under this section.

In order to enforce the proposed Ordinance, sound-level meters must be purchased and provided to City staff. The estimated cost of an applicable sound-level meter, including certification, is \$400 per unit. Initially, it is anticipated that 30 units will need to be acquired.

The effective date of the Ordinance is June 1, 2024 in order to allow for the necessary time to acquire sound-level meters and train applicable staff on the new regulations.

At the Governing Body's February 20, 2024 work session meeting, proposed updates to the City's current Unreasonable Noise Ordinance were presented and discussed.

IMPACT:

More objective criteria (e.g., decibel measurement) for what is and is not acceptable community noise levels will be established. By adding more objective criteria for what constitutes unreasonable noise, clear parameters will be established for citizens to adhere to and law enforcement personnel to utilize and enforce.

Existing and available City resources will be utilized to acquire sound-level meters.

ALTERNATIVES:

Approve the Ordinance.

Do not approve the Ordinance.

DEPARTMENT RECOMMENDATION:

City staff recommends approval of the Ordinance as presented.

ATTACHMENT: [Ordinance](#)



**CITY OF RIO RANCHO
ORDINANCE**

ORDINANCE NO.

ENACTMENT NO.

**ORDINANCE AMENDING CHAPTER 131 OFFENSES AGAINST ORDER AND
SAFETY & CHAPTER 154 PLANNING AND ZONING**

WHEREAS: extreme and/or unreasonable noise is a nuisance that creates a hazard to public health, welfare, and safety, which does not promote the use, value and enjoyment of property, or sleep/repose; and

WHEREAS: extreme and/or unreasonable noise is a form of pollution, such as light pollution, which the Governing Body can regulate; and

WHEREAS: existing Municipal Code, Chapter 131 Offenses Against Order and Safety, Section 131.06 Unreasonable Noise, has elements which are subjective and undefined; and

WHEREAS: a desire exists to add more objective criteria (e.g., decibel measurement) for what is and is not acceptable community noise levels; and

WHEREAS: by adding more objective criteria for what constitutes unreasonable noise, clear parameters will be established for citizens to adhere to and law enforcement personnel to utilize and enforce.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Section 1. Chapter 131 Offenses Against Order and Safety, Section 131.06 Unreasonable Noise, R.O. 2003, is hereby amended as follows (underline new text and strikethrough deleted text):

131.06 Unreasonable Noise

~~(A) It is unlawful for any person to make, continue to make or cause to be made, any loud or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.~~

~~(B) Unlawful noises include but shall not be limited to the following:~~

~~(1) Horns and signal devices. The sounding of any horn or signaling device of any automobile, motorcycle, truck or other vehicle on any street, Public Place, Public Property, or Public Right-of-Way except as a danger warning, the creation by means of any signaling devices of any unreasonable, loud or harsh sound, the sounding of the signaling device where traffic is held up. For purposes of this Section, the definitions for the terms Public Place, Public Property, and Public Right-of-Way as set out in Section 91.02 R.O. 2003 shall apply.~~

1 ~~(2) Radios and phonographs. The use or operation of any radio, phonograph or~~
2 ~~other sound producing machine in a manner as to disturb the peace and quiet of~~
3 ~~neighbors.~~

4
5 ~~(3) Loudspeakers; amplifiers used for advertising. The use or operation or~~
6 ~~permitting to be played, used or operated any radio, receiver set, musical~~
7 ~~instrument, phonograph, tape recorder, loudspeaker, sound amplifier or other~~
8 ~~machine or device for the production or reproduction of sound which is cast upon~~
9 ~~the public streets for the purpose of commercial advertising or attracting the~~
10 ~~attention of the public in any residential area, except with the proper permit.~~

11
12 ~~(4) Yelling or shouting. Yelling, shouting or creating other loud noises which annoy~~
13 ~~or disturb the quiet, comfort or repose of persons in any office, dwelling, hotel or~~
14 ~~residence, or of any persons in the vicinity.~~

15
16 ~~(5) Schools, courts, churches, hospitals. The creating of any excessive noise on~~
17 ~~any street adjacent to any hospital, school, institution of learning, church or court~~
18 ~~which interferes with the workings of the institution or which disturbs or annoys~~
19 ~~patients in a hospital.~~

20
21 ~~(6) Retarders, Jake brakes, engine brakes and other like devices.~~

22
23 ~~(a) The sounding of any device or piece of equipment, including, but not~~
24 ~~limited to a retarder, Jake brake and/or engine brake, which helps slow a~~
25 ~~motor vehicle's rate of speed, except in an emergency situation where extra~~
26 ~~braking power is required to avert the danger of bodily harm to a person or~~
27 ~~damage to property when the emergency situation is not caused by the~~
28 ~~driver using the device.~~

29
30 ~~(b) "Retarder, Jake brake and engine brake" mean any exhaust and/or~~
31 ~~engine device used as braking power to slow down a motor vehicle's rate~~
32 ~~of speed. When activated, a retarder, Jake brake or engine brake creates~~
33 ~~noise through the motor vehicle's exhaust system.~~

34
35 (A) Definitions as used in this Section.

36
37 "A-Weighted" sound pressure level means the sound pressure level as measured
38 on a sound-level meter using the A-weighting network. The unit of measurement
39 is dB(A). Sounds measured with the "A" weighting network approximate the
40 response of human hearing when measuring sounds of low to moderate
41 intensity.

42
43 "C-Weighted" sound pressure level means the sound pressure level as measured
44 on a sound-level meter using the C-weighting network. The unit of measurement
45 is dB(C). The "C" weighting network is more sensitive to low frequencies than is
46 the "A" weighting network.

47
48 "Daytime" means from 6:00 a.m. (0600 hours) to 9:00 p.m. (2100 hours).

49
50 "Decibel or dB" means a logarithmic and dimensionless unit of measure often

1 used in the describing of amplitude of sound.

2
3 "Nighttime" means from 9:00 p.m. (2100 hours) to 6 a.m. (0600 hours).

4
5 "Persistently or Continuously" means a 10-minute period during which any sound
6 is discerned and that sound exceeds the applicable sound limits in each of the 10
7 one-minute intervals of such period.

8
9 "Person" means a person, firm, association, co-partnership, joint venture,
10 corporation, or any other entity, public or private in nature.

11
12 "Property Line" means the official boundary of a parcel, lot, or tract of land as
13 designated by either a metes and bounds description or subdivision plat filed in
14 the records and maps with Sandoval or Bernalillo County.

15
16 "Source Premises" means the premises that is emitting sound that is crossing
17 one or more property lines.

18
19 "Unreasonable Noise" means any sound that exceeds the applicable decibel
20 level limits set forth in Tables 1 or 2 in Section 131.06 (E) for the applicable
21 zoning designation and as measured from the source premises property line.

22
23 (B) It is unlawful for any person to emit from any source premises within the City
24 extreme noise which causes material harm to the health and welfare of another.

25
26 (C) It is unlawful for any person to emit from any source premises within the City a
27 persistently or continuously unreasonable noise during daytime or nighttime hours.

28
29 (D) No person shall operate or allow to be operated outdoors, any power
30 equipment, including, but not limited to, sweepers, power mowers, leaf/snow blowers,
31 rototillers, power saws, or other equipment used to perform gardening, property repair
32 or other functions during the nighttime.

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39 *This space left intentionally blank.*
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49

50 (E) Decibel Level Limits.

Table 1 (A-weighted measurements in decibels (dB))

<u>Source Premises Zoning</u>	<u>Daytime</u>	<u>Nighttime</u>
<u>Residential Zoned Districts</u>	<u>55</u>	<u>50</u>
<u>Office District;</u> <u>Neighborhood Commercial</u> <u>District; Retail Commercial</u> <u>District; Business Park</u> <u>District; Special Use</u> <u>District; and Overlay and</u> <u>Special Purpose Zoning</u> <u>Districts</u>	<u>65</u>	<u>60</u>
<u>Wholesale and</u> <u>Warehousing Commercial</u> <u>District; Central Business</u> <u>District; Mixed Use Activity</u> <u>Center District; and</u> <u>Industrial and Business</u> <u>Park District</u>	<u>75</u>	<u>70</u>

Table 2 (C-weighted measurements in decibels (dB))

<u>Source Premises Zoning</u>	<u>Daytime</u>	<u>Nighttime</u>
<u>Residential Zoned Districts</u>	<u>60</u>	<u>55</u>
<u>Office District;</u> <u>Neighborhood Commercial</u> <u>District; Retail Commercial</u> <u>District; Business Park</u> <u>District; Special Use</u> <u>District; and Overlay and</u> <u>Special Purpose Zoning</u> <u>Districts</u>	<u>70</u>	<u>65</u>
<u>Wholesale and</u> <u>Warehousing Commercial</u> <u>District; Central Business</u> <u>District; Mixed Use Activity</u> <u>Center District; and</u> <u>Industrial and Business</u> <u>Park District</u>	<u>80</u>	<u>75</u>

(F) Exceptions and Exclusions.

This Section, and its requirements, shall not apply to:

(1) Aircraft and airports. The limits set forth in this Section do not apply to sounds or vibrations generated by any aircraft or generated in connection with the operation of any airport or approved helipad used in support of law enforcement, public utility restoration, emergency medical transport, or search and rescue.

1 (2) Earthshaking vibrations. The limits set forth in this Section do not apply to
2 vibrations caused by construction, demolition or repair work.

3
4 (3) Construction, demolition, or repair work. The limits set forth in this Section do
5 not apply to sounds generated in construction, demolition or repair work of an
6 emergency nature or in work on improvements authorized by any governmental
7 body or agency.

8
9 (4) Entertainment/sporting events. The limits set forth in this Section do not apply
10 to those sounds emanating from authorized school bands, school
11 athletic/entertainment events, or those sounds generated by a stadium,
12 amphitheater, arena, or athletic field.

13
14 (5) Horns and signal devices. The limits set forth in this Section do not apply to
15 the sounding of any horn or signaling device of any automobile, motorcycle,
16 truck, or other vehicle on any roadway when used as a danger warning, or by an
17 authorized emergency vehicle when responding to an emergency call or acting in
18 a time of emergency.

19
20 (6) Human voices. The limits set forth in this Section do not apply to sound levels
21 created by unamplified human voices.

22
23 (7) Fireworks displays. The limits set forth in this Section do not apply to any
24 public or private legally permitted fireworks displays. Chapter 92, Fireworks,
25 remains in full force and effect.

26
27 (8) Mass transit. The limits set forth in this Section do not apply to sounds or
28 vibrations generated in the operation of any mass transit system.

29
30 (9) Parades and protests. The limits set forth in this Section do not apply to
31 legally permitted parades or to protests.

32
33 (10) Retarders, Jake brakes, engine brakes, and other like devices. The limits set
34 forth in this Section do not apply to the sounding of any device or piece of
35 equipment, including, but not limited to a retarder, Jake brake, and/or engine
36 brake, which helps slow a motor vehicle's rate of speed, when used in an
37 emergency situation where extra braking power is required to avert the danger of
38 bodily harm to a person or damage to property when the emergency situation is
39 not caused by the driver using the device.

40
41 (11) Refuse/recycling collection. The limits set forth in this Section do not apply to
42 refuse collection activities.

43
44 (12) Total preemption. The limits set forth in this Section do not apply to sounds
45 otherwise governed by federal, state, or municipal laws or regulations.

46
47 (13) Any activity conducted pursuant to an approved Temporary Variance for
48 Amplified or Construction Sound in accordance with Section 154.84.

49
50 **Section 2.** Chapter 154 Planning and Zoning, R.O. 2003, is hereby amended to add a

new section 154.84 as follows (underline new text):

154.84 Temporary Variance.

(1) The City Manager or their designee may grant a temporary variance which allows non-compliance with the decibel level limitations stated in Section 131.06 for a non-reoccurring, short duration activity. The City Manager's or their designee's decision to grant or deny a temporary variance shall be final.

(2) The temporary variance shall be considered only after an applicant/requestor provide the following information, and the City Manager or their designee has determined that granting the temporary variance shall not be detrimental to public health, welfare, and safety, and the temporary variance is warranted because adherence to the decibel level limitations stated in this Section would impose undue economic burden upon any lawful business, occupation or activity:

(a) Type of activity and equipment;

(b) Estimated decibel level and duration;

(c) Sound mitigation measures to be used;

(d) Number of amplification devices to be used in the proposed activities;

(e) Anticipated direction of amplification devices;

(f) Whether the activity will be held within or without a structure;

(g) Proposed benefits of the activity;

(h) Why decibel level limitations stated in this Section cannot be adhered to; and

(i) Other circumstances or conditions that may be impacted or aggravated by the proposed activity.

(3) No temporary variance shall be granted for reoccurring events. No more than four

(4) temporary variances shall be granted to the same applicant/requestor during a twelve (12)-month period of time.

(4) Any temporary variance granted shall be issued in writing and specifying place, date, duration, and any requirements appropriate to the proposed activity site, which may include maximum decibel levels.

(5) An issued temporary variance shall become void, and surrendered to any Police Officer, Code Enforcement Officer, or the City Manager (or their designee) as applicable, when it is determined that any requirement contained in the variance has been violated. Upon revocation of the temporary variance, activities must either immediately cease or must comply with the decibel level limitations stated in Section 131.06.

(6) A subsequent temporary variance request by the same applicant/requestor may be denied upon substantiated complaint(s) related to an activity previously granted a variance, or if an applicant has previously been required to surrender a temporary variance as described in this Section.

Section 3. Severability Clause. If any section, paragraph, clause, or provision of this Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or

1 enforceable, the invalidity, illegality, or unenforceability of such section, paragraph,
2 clause, or provision shall not affect the validity of the remaining portions of this
3 Ordinance or the regulation so challenged.

4
5 **Section 4. Compiling Clause.** This Ordinance shall be incorporated in and compiled
6 as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

7
8 **Section 5. Effective Date.** This Ordinance shall become effective on June 1, 2024.
9

10
11 ADOPTED THIS _____ DAY OF _____, 2024.
12
13

14 _____
15 Gregory D. Hull, Mayor
16

17
18 ATTEST:
19

20 _____
21 Rebecca A. Martinez, City Clerk
22 (SEAL)



CITY OF RIO RANCHO COVER PAGE

Legislation Item: D8

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Administration

SUBJECT:
D8, Advice and Consent of the Governing Body for American Federation of State, County and Municipal Employees (AFSCME L3277) Collective Bargaining Agreement

BACKGROUND AND ANALYSIS:

The term of the previous American Federation of State, County and Municipal Employees (AFSCME L3277) collective bargaining agreement ended on June 30, 2020. The terms and conditions of this agreement automatically roll over beyond the expiration term (i.e., evergreen status) until a new agreement is reached.

Since 2020, City Administration has been in negotiations with the AFSCME bargaining unit regarding a new collective bargaining agreement. The negotiations concluded in March 2024 and resulted in a tentative agreement, subject to Governing Body consent.

AFSCME conducted a vote of its membership, 46 of whom are eligible to vote, on February 29, 2024 regarding the new collective bargaining agreement. Of the 14 members who voted, 13 affirmatively voted in favor of the agreement and 1 voted against. Currently, 235 City of Rio Rancho employees fall under the AFSCME agreement.

The substantive changes contained in the proposed agreement (attached document has font with multiple colors; underlined text is new, and strikethrough text is deleted), in relation to the current agreement are summarized below:

Agreement/Preamble: Clarifying/updated information.

Article 1: Clarifying/updated information.

Article 2: Clarifying/updated information including that related to elimination of Fair Share language/applicability based on 2018 U.S. Supreme Court ruling (Janus vs. AFSCME).

Article 3: Clarifying/updated information; and deletion of language also found in Article 25.

Article 4: Clarifying/updated information; increased per week union time benefit for President; elimination of outdated postal service language; and elimination of outdated/unused printing language.

Article 5: Clarifying/updated information.

Article 6: Clarifying/updated information.

Article 7: Clarification added related to what union-related membership dues will be deducted from employee compensation and transferred to AFSCME; specific date range added related to membership dues amount changes; elimination of Fair Share language/applicability based on 2018 U.S. Supreme Court ruling; specific date range added related to an employee terming membership dues payment; and clarifying/updated information.

Article 8: Clarifying/updated information; modification to filling of vacancies allowing for

compensation above the minimum of the salary range based on relevant education and experience in-line with 2023 MOU with AFSCME; modification to promotions/temporary upgrades and salary increases in-line with the current (2021 as amended) personnel policies and work rules; and modification to minimum duration of temporary upgrade.

Article 9: Clarifying/updated information.

Article 10: Clarifying/updated information; and removal of language not applicable for a union/collective bargaining agreement (i.e., pre-employment drug/alcohol testing requirements not applicable because potential employee is not a bargaining unit member when testing occurs).

Article 11: Clarifying/updated information.

Article 12: Clarifying/updated information.

Article 13: Clarifying/updated information.

Article 14: Removal of non-applicable/outdated language; clarifying/updated information; and court reporter cost applicability.

Article 15: Clarifying/updated information; and increase to work assignment differential pay.

Article 16: In-line with the current (2021 as amended) personnel policies and work rules – removal of compensatory time; and clarifying/updated information.

Article 17: Clarifying/updated information; and modification to stand-by pay.

Article 18: Clarifying/updated information.

Article 19: Clarifying/updated information; in-line with the current (2021 as amended) personnel policies and work rules – modification and expansion of low use of sick leave time to vacation time conversion, expansion of sick leave time to vacation time conversion upon separation including different options based on hiring date, maximum lowered for sick time conversion to vacation time upon retirement related to payout purposes, and maximum military leave time modified to mirror other policies/agreements; leave time sharing (with other employees) modified to a donation program and changes in conjunction with 2017 MOU with AFSCME; and personal leave without pay maximum reduced.

Article 20: Clarifying/updated information; in-line with the current (2021 as amended) personnel policies and work rules – quicker/enhanced accrual rates for vacation time based on tenure, increase to annual vacation time rollover amount to the next fiscal year, maximum vacation accrual amount established, and increase to vacation time payout upon separation; updates related to holiday observance in relation to other policies and current practice; and clarification related to leave time use for religious observations.

Article 21: Clarifying/updated information; and limitation placed on a grievance filed in relation to an annual performance evaluation.

Article 22: Clarifying/updated information; removal of discontinued/unused benefit (pre-paid legal); reduction of the tool replacement deductible amount; annual tool allowance amount increased; sick leave conversion with retirement eligibility modified and moved to Article 19; clarification to retiree health benefits language; specialty pay for building inspectors amended in-line with 2019 MOU with AFSCME; and specialty pay for mechanics increased related to the number of eligible certifications and maximum rate of pay.

Article 23: Clarifying/updated information.

Article 24: Clarifying/updated information.

Article 25: Clarifying/updated information; and deletion of language pertaining to outdated/dormant/non-applicable health and safety committee.

Article 26: Clarifying/updated information; annual wage negotiation date change; and longevity pay provision with schedule added in-line with the current (2021 as amended) personnel policies and work rules.

Article 27: Clarifying/updated information; updated reference to document posting/sharing; reference/applicability with current (2021 as amended) personnel policies and work rules; and agreement updated to reflect a term of March 25, 2024 to June 30, 2028.

Appendix A: Updated.

Pursuant to policy, the advice and consent of the Governing Body is required for contracts in excess of \$500,000.

In addition to providing consent for a new collective bargaining agreement, the Governing Body must also consider and approve a resolution that amends the current personnel policies and work rules (adopted in 2021 and subsequently amended) to incorporate applicability to employees in positions covered by the collective bargaining agreement with AFSCME.

IMPACT:

The most significant proposed changes in the collective bargaining agreement with AFSCME are intended to assist with hiring, retaining and attracting employees, and mirror enhanced benefits and conduct expectations found in the current (adopted in 2021 as amended) personnel policies and work rules.

AFSCME bargaining unit employees, like all other union and non-union employees, will become eligible to receive an annual PERA Enhancement Pay benefit (i.e., longevity pay) added to their compensation based on an applicable schedule. Currently, a longevity benefit would be realized by 44 employees in the AFSCME bargaining unit. This new benefit will have a recurring cost and vary year-to-year. The estimated cost (salary and benefits) for the remainder of the current fiscal year is approximately \$40,082. The current annualized estimated for next fiscal year (FY 25) is approximately \$157,083.

Sufficient revenues exist in the current Fiscal Year 2024 Budget to account for the new longevity benefit and other amended benefits. Future projections of City revenue sources are adequate to address these costs in later years.

Having AFSCME bargaining unit members covered by the current personnel policies and work rules (adopted in 2021 as amended), mirroring other City employees, will eliminate outdated personnel policies and work rules only applicable to AFSCME bargaining unit members. All employees covered by the same personnel policies and work rules provides for administration efficiency and clarity, as well as greater equity.

ALTERNATIVES:

Accept the proposed Collective Bargaining Agreement.

Do not accept the proposed Collective Bargaining Agreement.

DEPARTMENT RECOMMENDATION:

City Administration recommends approval of the AFSCME negotiated Collective Bargaining Agreement, with an effective date of March 25, 2024 and term ending on June 30, 2028.

ATTACHMENT: [Final Draft CoRR and AFSCME Contract March 6 2024.pdf](#)



AGREEMENT
BETWEEN
CITY OF RIO RANCHO

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3277**

Term of Agreement

This agreement is to be effective ~~October 13, 2016~~ March 25, 2024,
and is to remain effective until and including June 30, 20280

CITY OF RIO RANCHO-AFSCME COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

Between

THE CITY OF RIO RANCHO

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3277

AGREEMENT

THIS AGREEMENT is entered into this 13th day of March, 2024 ~~October, 2016~~ between the City of Rio Rancho ("City") and the American Federation of State, County and Municipal Employees, Local 3277, AFL-CIO ("Union"), as representative of the employees in the City of Rio Rancho Bargaining Unit (~~"Union"~~) for and on behalf of all employees to whom it applies, pursuant to the Public Employee Bargaining Act (PEBA), ~~(10-7E-1 through 10-7E-26 NMSA 1978)~~ effective beginning on the 13th 25th day of ~~October~~ March, 2016 24 through the 30th day of June, 20208.

PREAMBLE

WHEREAS, City and Union recognize the mission, goals and obligations of the City of Rio Rancho as a provider of services to the citizens of the City of Rio Rancho through its employees, and that the best possible services and programs to the public should be provided consistent with available resources; and

WHEREAS, City and Union agree to uphold the wellbeing and care of the citizens of Rio Rancho and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City Government; and

WHEREAS, City and Union recognize it is in the best interest of both Parties, the employees, and the public that all dealings between the Parties continue to be characterized by mutual responsibility, respect, and open communication; and

WHEREAS, the Parties agree that to ensure that this relationship continues and improves, City and Union, and their respective representatives at all levels, will apply the terms of the agreement ~~fairly~~ in accord with its intent and meaning and consistent with Union's status as exclusive bargaining representative of all employees in the unit; and

WHEREAS, the Parties shall bring to the attention of all employees in the unit, including new hires, (1) their purpose to conduct themselves in a spirit of responsibility, respect, and open communication; and (2) the measures they have agreed upon to ensure adherence to this purpose; and

WHEREAS, ~~while the Parties~~ acknowledge ~~ing~~ each Party's right to ~~appropriate~~ privileged communication that is not subject to release or inspection. with the Party's organization, The City and Union agree ~~to cooperate in every reasonable way in carrying out the provisions hereof and~~ to exchange such information with respect to this Agreement as is mutually deemed essential for the furtherance of harmonious relations; and

WHEREAS, the purpose of this Agreement is to provide ~~reasonable~~ terms and conditions of employment for employees covered hereunder and a means of ~~amicable and equitable adjustment~~ resolution of any and all differences of grievances which may arise under the

provisions of the Agreement, all of which the parties hereto believe and affirm will ensure the welfare and benefit of the people of the City of Rio Rancho; and

WHEREAS, it is the intention of the Parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, both Parties, who do agree as follows, enter into this Agreement in consideration of the mutual performance thereof in good faith. 

ARTICLE 1 **RECOGNITION**

1.1 – Public Employees Bargaining Act

The Public Employee Bargaining Act (PEBA), ~~(10-7E-1 through 10-7E-26 NMSA 1978)~~ was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, employees, and labor organizations, and to promote harmonious and cooperative relationships between the City and the employees; and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

1.2 – Inclusions

The City hereby recognizes the American Federation of State, County and Municipal Employees, Local 3277, AFL-CIO, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, ~~benefits~~ and terms and conditions of employment for all employees included in the recognized bargaining unit.

The bargaining unit for which this recognition is accorded is as defined in the certifications issued by the State of New Mexico, Public Employee Labor Relations Board (PELRB), on December 4, 1996, ~~and as modified by City and Union in this and/or subsequent collective bargaining agreements.~~

This Agreement includes all full-time and part-time regular employees in the classifications and positions listed in Appendix A of this Agreement, except for those full-time and part-time employees excluded in Section 1.3 of this Article.

1.3 – Exclusions

This Agreement specifically excludes: (1) the supervisory, managerial, and confidential employment positions determined by PEBA; (2) such employment positions as the Parties shall agree to be excluded under this current Agreement; (3) seasonal employees, temporary employees, and term employees; and (4) ~~permanent~~ part-time non-bargaining unit positions which work less than 20 hours per week.

The City recognizes the integrity of the certified bargaining unit, and will not use seasonal, temporary employees, and term employees for the purpose of eroding the bargaining unit. Appeals by the Union shall be submitted in accordance with the "Grievance" provisions of Article 14 of this Agreement beginning at Step III. Should the grievance be unable to be resolved with the City Manager, the matter ~~shall~~ may be appealed to the PELRB.

1.4 – Job Titles; Positions

New positions are approved by the Governing Body either through the budget process or budget amendment process. Existing job titles or positions may be revised or adjusted to accommodate the changes in the City's responsibilities and organization.

New Job Titles – When the City establishes a new job title to be included within the bargaining unit, the Union will be given advance notice in writing as soon as possible, but no later than when the City submits the job or position title to the City Manager for approval.

New Positions – When a position is added, and the job duties and title are the same or similar to an existing job title within the bargaining unit, the position will be automatically ~~certified~~

~~included~~ within the bargaining unit, unless specifically excluded per Article 1.3.1. ~~The~~ City will notify the Union President/designee ~~Executive Board~~ of the addition of the new position.

Confidential Positions – When a new position is created that is considered exempt from the bargaining unit, pursuant to Section 1.3.1, the Human Resources Department will give the Union's President ~~Executive Board~~ a copy of the job description and explanation of the position's purpose. The Union President ~~'s Executive Board~~ shall comment and respond within ten (10) working days to Human Resources Department. Unsettled conflicts shall be resolved by the PELRB.

Revised Job Titles or Position Duties When Warranted – The Human Resources Department may conduct an evaluation of a job title or an individual position covered by this Agreement. This evaluation may be requested by a supervisor, division manager, or department director, or by the employee through his/her supervisor, division manager, or department director. If the evaluation deems the job title or position needs to be revised or re-classified, the Human Resources Department Manager shall notify the Union's ~~Executive Board~~ President, or upon written request, to the designee, in writing of the proposed changes. The Union's ~~Executive Board~~ President, or upon written request, to the designee, shall notify the Human Resources Department Manager, in writing within ten (10) working days of any comments it has concerning the proposed changes, or of its desire to discuss the proposed changes(s). Failure of the Union to notify the Human Resources Department Manager within this specified period shall constitute a clear and unmistakable waiver of the right to discuss the change. In addition, the affected employee shall be provided a written copy of the new job title and job description which includes position duties.

New or Revised Job Classifications – If the City revised existing classifications or establishes new classifications, City shall identify the employees covered by this agreement to be included in any new or altered job classification and identify the old job classification, if any, which in whole or in part is being replaced. City will also identify those revised or new classifications, which shall be included in the bargaining unit. ~~The~~ City shall notify ~~the~~ Union in writing, and ~~the~~ Union shall have ten (10) working days during which the Union can raise objections to the inclusion or exclusion of revised or new classifications in the bargaining unit. If Union raises objections, it shall do so in writing to the Human Resources Division. In addition, the affected employee shall be provided a written copy of the new job title and job description which includes positions duties.

Disputes – If there is a dispute under 1.4.4. ~~or 1.4.5.~~ above the matter shall be referred to the Labor ~~Manager- Management~~ Committee (LMC) for review. Should the LMC be unable to resolve the dispute, the matter ~~shall~~ may be appealed to and resolved by the "Grievance" provision of this Agreement beginning at Step III within ten (10) working days of the LMC meeting in accordance with its Rules. ~~Should the grievance be unable to be resolved, If the matter is not resolved with the City Manager,~~ the matter ~~shall~~ may be appealed to the PELRB.

1.5 – Introductory Period/Probationary Employees

An employee who has never accrued seniority under the Agreement or predecessor agreements between the City and the Union shall be "Introductory Period/Probationary" status until he/she has satisfactorily completed six months of actual work. A ~~permanent bargaining unit~~ employee that has separated employment in good standing and is rehired within 30 days to their previous position shall not re-serve their Introductory Period/Probationary status and shall be considered a ~~permanent bargaining unit~~ employee upon rehire. ~~The discipline or discharge of an employee who is in probationary status shall not be a violation of the Agreement.~~

ARTICLE 2

EMPLOYEE RIGHTS AND RESPONSIBILITIES

2.1 – Union Membership

Employees in the AFSCME bargaining unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and/or assist an employee labor organization for the purpose of collective bargaining through representatives chosen by the employees without interference, restraint, or coercion. ~~The parties recognize there are two classes of employees within the bargaining unit. One class consists of employees who pay full dues and are voting members of Union; the other class consists of employees who pay a pro-rata portion of the dues, but who are not members of Union and are otherwise known as "fair share" employees.~~ Regardless of membership status in Union, (1) employees have the right to refuse or to refrain from participating in or supporting any such activity or labor-organization; and (2) employees in the bargaining unit are entitled to representation by the Union in matters covered by this Agreement, if they request it.

2.2 – Disputes

An employee has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the City. The exclusive representative, on behalf of an employee, has the right to raise a Prohibited Practices Complaint on any decision that violates the terms and conditions of this Agreement or of the Public Employee Bargaining Act (PEBA), ~~(10-7E-1 through 10-7E-26 NMSA 1978)~~. An employee also has the right to choose his/her own representative in an appellate action at the employee's own expense.

2.3 – Informed Rights

It is the obligation of the City and the Union to inform employees relative to their rights under this Agreement. The City shall independently take such action consistent with laws or regulations, as it may require, in order to inform employees of their rights and obligations, as prescribed by law. When the City provides management classes on the contract, the Union shall be afforded the same opportunity on City time.

2.4 – Employee Conduct

While on duty, employees will conduct themselves in a courteous, and professional manner. Additionally, employees shall not engage in any activities that are in conflict with their responsibilities as City employees.

2.5 – Communication

Employees have the right to receive communication from both the City and Union concerning what is expected of employees in terms of their performance, conduct, and work relationships with co-workers, and to whom they are responsible.

2.6 – Meeting with Union Representative

Employees are not required to announce their intention to speak to a Union Representative if they are doing so before or after their scheduled work times, or on their break times. If a Union Representative is not available on site, and an employee wants to discuss an issue with his/her Union Representative during working hours, that employee may contact the Union Representative directly. In the event the discussion exceeds a minimal amount of time (*ex. five minutes*), the employee shall request and receive permission from his/her supervisor

for a longer meeting, if it is necessary to meet during working hours. The scheduling of that meeting shall be allowed in a timely manner.

2.7 – Non-Discrimination

~~Employees have the right to work in an environment that is free from discrimination by either the City or the Union.~~ The City and the Union will not discriminate on the basis of race, color, creed, religion, sex, national origin, age, marital status, sexual orientation, gender identity, physical or mental disabling conditions, lawful political affiliation, or Union membership or non-membership.

2.8 – Accommodations for Employees with Disabilities

The City recognizes its responsibility for providing adequate facilities and reasonable accommodations for employees with physical or mental disabilities and to meet requirements as prescribed by law.

2.9 – Employee Counseling

Every employee has the right to be treated with common courtesy and consideration normal in employer-employee relations. All efforts will be made to communicate in a manner that is understandable to the employee. Employees shall be given warnings, be counseled, have performance reviews or similar meetings in a setting that protects confidentiality.

2.10 – Safe Working Conditions

All employees have the right to work in safe and healthful working conditions. All employees also have the responsibility to perform their duties in a safe and careful manner and shall follow all applicable law and the City's health and safety rules, regulations, and practices so as not to endanger themselves, their co-workers, or the public.

Without fear of discrimination, employees have the right to refuse to perform work if they believe in good faith that they are exposed to an imminent risk of death or bodily injury, and the employee has reason to believe that there is not sufficient time or opportunity to seek effective redress from the City or to apprise State of New Mexico Department of Occupational Health and Safety of the danger. "Good Faith" means that even if an imminent danger is not found to exist, the worker had reasonable grounds to believe it did exist.

Employees have the responsibility to appropriately correct and/or report violations of the City health and safety rules, regulations, and practices as soon as ~~practicable~~ possible to the appropriate City representative. Whenever an employee reports a condition that the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate City representative shall reply to the concern, in writing, if the employee's concern is communicated in writing.

Employees also have the right to receive training in safe practices and hazards unique to the job assignment; and to request and take part in making changes to workplace safety and health standards. The City will determine when and what training is necessary.

2.11 – Protection for Whistleblowers

No person shall discharge or in any manner discriminate against any employee because the employee has filed in good faith a complaint or instituted or caused to be instituted a proceeding under or related to the Occupational Health and Safety Act (OSHA) ~~[50-9-1 to 50-9-25 NMSA 1978]~~ or has testified or is about to testify in any such proceeding or because of the

good faith exercise by the employee on behalf of himself or others of any right afforded by the Occupational Health and Safety Act.

2.12 – Weingarten (Representation) Rights

The rights of unionized employees to have a Union representative present during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (*NLRB vs. Weingarten, Inc.*). Bargaining unit employees may be entitled to Union representation in meetings held in connection with an investigation. There are five conditions established by law for a "*Weingarten Meeting*". All five of the following conditions must be met before an employee is entitled to Union representation at an investigatory interview:

- The meeting is being conducted by one or more City representatives; and
- The City representatives are conducting an examination (asking questions) in connection with an investigation; and
- The employee is in the AFSCME bargaining unit; and
- The employee reasonably believes that the examination may result in disciplinary action; and
- The employee requests Union representation.

Once all five conditions have been met, management can either stop questioning until the representative arrives; or call off the interview.

During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics. While the interview is in progress the representative cannot tell the employee what to say but may advise him/her on how to answer a question. At the end of the interview the Union representative can add information to support the employee's case.

An employee who has a question about the purpose of a meeting is encouraged to ask the City representative of the purpose for the meeting. Employees who have questions about their right to representation are encouraged to contact a Union representative or a Human Resources Department representative.

2.13 – **Loudermill Rights**

A 1985 U.S. Supreme Court decision, *Cleveland Board of Education v. Loudermill*, established what are called "*Loudermill Rights*" for public employees. *Loudermill Rights* apply to incidents of involuntary suspensions or termination and provide that employees are entitled to a hearing before they are discharged. The principles of *Loudermill* are:

- Prior to being suspended or terminated, "the . . . tenured (regular) public employee is entitled to oral or written notice of the charges against him/her, an explanation of the employer's evidence, and an opportunity to present his/her side of the story."
- The "hearing" is not a full evidentiary hearing and need not include the opportunity to cross-examine your accusers.
- The City has an obligation to inform the employee of his/her *Loudermill Rights*.
- The employee has the right to speak or not to speak at the *Loudermill* (or "pre-termination") hearing. Also, the employee has a right to Union representation, and the Union representative may speak on behalf of the employee.
- If the employee chooses not to attend the *Loudermill* (or "pre-termination") hearing, City may proceed with termination.
- An employee deprived of his/her *Loudermill Rights* is not entitled to reinstatement if City can prove that there was just cause for the discharge in any case.

Employees who have questions about their *Loudermill* Rights are encouraged to contact a Union representative or the Human Resources Department.

2.14 – Garrity Rights

In the 1967 case of *Garrity v. New Jersey*, the U.S. Supreme Court determined that public employees could not be forced, under clear threat of discipline, to violate the principles of self-incrimination. This decision established what have come to be called "Garrity Rights" for public employees. The *Garrity* rule is similar to *Miranda* rights for citizens. However, the burden is on the employee to assert his/her *Garrity* Rights. These rights can and should be asserted whenever an employee believes he or she is being investigated for possible criminal conduct, and an employee cannot be required to sign a *waiver* of their *Garrity* Rights. Once an employee has asserted his/her *Garrity* Rights, management must:

- Give a direct order to answer the question;
- Make the question specific, directly and narrowly related to the employee's duty or fitness for duty;
- Advise the employee that the answers will not and cannot be used against him/her in a criminal proceeding, nor the fruits of those proceedings; and
- Allow Union representation if the employee also asserts his/her Weingarten Rights.

Employees who have questions about their *Garrity* Rights are encouraged to contact a Union representative or the Human Resources Department.

ARTICLE 3

EMPLOYER RIGHTS AND RESPONSIBILITIES

Except as specifically restricted by an express provision of this Agreement or other statutory provision, the City retains and may exercise all statutory and inherent management rights, prerogatives, and functions in its exclusive discretion, including, but not limited to:

3.1 – Operation of the City

The City has the right to plan, manage, and control City operations and in all respects carry out the ordinary and customary functions of management, including but not limited to:

- Maintain the efficiency of government operations entrusted to it by law;
- Determine the mission of City government;
- Determine the resources to be allocated to accomplish the mission and goals of the respective City Departments as units of City government;
- Determine methods, means, and personnel by which the operations of the City's Departments are to be operated and conducted;
- Determine the number of employees with Union recommendations;
- Determine qualifications for employment and the nature and content of personnel examinations;
- Take actions as may be necessary to carry out the mission of the City in emergencies;
- Control and regulate all equipment and other property of the City;
- Act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances, and administrative regulations;
- Determine the location and operation of the City's facilities;
- Insure the maintenance of uninterrupted service to the community; and
- Take all such actions necessary to maintain such service.

3.2 – Hiring, Directing, Promoting, Transferring, Demoting, Suspending, Disciplining, Discharging And Terminating

The rights and responsibilities to maintain the discipline and the efficiency of all employees are all vested solely and exclusively in the City, except as these rights and responsibilities may be expressly abridged or modified by other terms of this Agreement. These rights and responsibilities shall include but not be limited to: hiring, suspending, discharging, or disciplining employees for just cause; transferring employees to other positions, departments, or facilities; and relieving employees from duty ~~because of other legitimate reasons~~; as well as:

- Direct employees, ~~and~~ establish and enforce reasonable rules and regulations governing the conduct and safety of its employees;
- Establish schedules and take such other actions necessary to carry out the functions entrusted to, or imposed upon, the City and the City's Departments by law;
- Determine qualifications for, select and hire, promote, transfer, assign, and retain employees in positions;
- ~~Determine qualifications for, select and hire, and direct the work of all management and supervisory personnel, and any other person not covered by this Agreement;~~
- Evaluate, test, and provide for the examination of employees and applicants for employment by qualified professionals to determine their fitness and suitability for duty and employment, consistent with the provisions in this Agreement addressing Employee Testing, and the Employee Assistance Program; and

- Determine and implement all procedures and standards not otherwise restricted, limited, or prohibited by the specific provisions of this Agreement.

In the event that the City is considering terminating or suspending an employee, the City agrees to provide the employee with “*Loudermill* Rights” as prescribed by law, and as defined in Article 2 of this Agreement; which provide that for incidents of involuntary termination or suspension, employees are entitled to a hearing before they are discharged.

3.3 – Retention of Rights

It is further agreed there may be additional employer rights and responsibilities that have not been addressed in this Agreement. Further, the City’s exercise of, or failure to exercise any right, responsibility, or function hereby reserved to it, shall not be considered a waiver of the City’s right to exercise such right, responsibility, or function, nor preclude it from exercising the same when not in conflict with the express provisions of this Agreement. ~~The parties agree that this Employer Rights Article does not waive the Union’s PEBA bargaining rights.~~

3.4 – Communication

The City has the responsibility to communicate what is expected of employees in terms of their performance, conduct, and work relationships with co-workers, and to whom they are responsible.

3.5 – Safe Conditions

The City has the responsibility to provide all employees safe and healthful working conditions, training in safe practices, and awareness of hazards unique to the job assignment, ~~and through the Health & Safety Committee, to listen, consider, acknowledge, and appropriately act on any concerns regarding workplace safety and health standards proposed by Union, members of the bargaining unit, and all City employees.~~

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

4.1 – Union Rights

The City acknowledges that the Union is free to conduct its affairs and business in a manner, which the Union believes to be in its own interest, subject to the provisions of this Agreement.

The City shall not interfere with the internal affairs of the Union, nor with its officials or representatives in the conduct of Union's internal business affairs and other matters not involving collective bargaining subject to other provisions herein.

In accordance with the Public Employee Bargaining Act (PEBA), ~~(10-7E-1 through 10-7E-26 NMSA 1978)~~, employees may form, join or assist the Union for the purpose of collective bargaining through representation chosen by employees without interference, restraint or coercion from the City or the Union.

In accordance with the provisions of this Agreement, the Union shall have the exclusive right to elect or appoint Union staff, officials, and/or stewards in order to assure that the employees of the bargaining unit have Union representation.

In accordance with the provisions of this Agreement, the City agrees that Union staff, officials and/or stewards have the right to reasonable access to the employees and meeting facilities at a work site, with reasonable notice to the supervisor.

4.2 – Union Representatives

Designation of Union Representatives. The President of AFSCME Local 3277 shall promptly furnish in writing to the City Manager or his/her designee a complete list of Union representatives, including Union officials, the Executive Board, and stewards and any changes regarding these. The City shall not recognize any person as a Union representative, official, member of the Executive Board, or steward whose name does not appear on the list. The Union will ensure representation for the various classes of employees it represents. The Executive Board consists of the President, Vice President, Treasurer, Recording Secretary, three at-large members, (all of whom are voting members of the Board) and two Trustees (who are not voting members of the Board).

Number and Location of Union Representatives. The Union will provide a list of Union representatives to the Human Resources Director if changes occur, or quarterly. The number and location of stewards may be altered from time to time by the Union's Executive Board based on the changing makeup and composition of the City's work force.

The City agrees to recognize an alternate steward who will serve in the absence of the regular steward. The alternate steward will serve whenever the regular steward is not available within the period of time in which a grievance has to be filed as provided for in Article 14. The alternate steward may also serve to represent a regular steward in processing a grievance on his/her own behalf. In the absence of a recognized steward and the alternate steward, any member of the Executive Board shall be recognized by the City to serve as steward.

Steward/Union Representation in a Grievance and/or Union Business. It is understood and agreed that employee(s) functioning as Union Representative(s) have City work to perform and will not leave their work site during work hours until requesting and receiving written authorization from their supervisor or his/her written designee(s), and only after confirming there is official Union business to be performed. The request for such time shall include the location

of the meeting and the approximate amount of time they will be away from City business. Such authorization shall not be unreasonably withheld.

Union assumes the responsibility to assure the above-mentioned persons do not abuse the time required to conduct such business. The Union shall assume the responsibility for rescheduling meetings held to conduct such business, if necessary. The City may advise a member of the Executive Board if the City perceives an abuse of time is occurring.

Exclusive of time spent in Labor Management Committee meetings, negotiations, and/or in collective bargaining, the President and all other Union officials shall be allowed up to twenty six hundred twenty-four (624) cumulative hours per fiscal year outside of their normal work schedule to attend to Union matters. Additionally, no member of the Union may spend more than four (4) hours per week outside of their normal work schedule to attend to Union matters, with the exception of the President who may use no more than six (6) hours. Such time shall be recorded as Administrative-Union Leave on time sheets and subsequently in the payroll system. This time shall not accumulate. Administrative-Union Leave must be requested in writing (email will suffice) by the Union Official/ steward and pre-approved in writing by their respective supervisor. The request for such time shall include the location of the meeting and the approximate amount of time they will be away from City business. Such authorization shall not be unreasonably withheld.

Including the hours allotted above and including time spent in negotiations and or in collective bargaining, for any meeting called or agreed to by the City with respect to business matters in connection with the relations between the City and the Union, at which any representative of the Union is required by the City to be present, such Union representative shall be paid at his or her appropriate rate of pay for the period of such meeting. Such time shall be considered hours worked for purposes of calculating overtime compensation, provided employee qualified for overtime compensation.

A steward shall not be allowed time off with pay to investigate his own grievance.

4.3 – Union Representative Access

Employees are not required to announce their intention to speak to a Union Representative if they are doing so before or after their scheduled work times, or on their break times. If a Union Representative is not available on site, and an employee wants to discuss an issue with his/her Union Representative during working hours, that employee may contact the Union Representative directly. In the event the discussion exceeds a minimal amount of time (*ex. five minutes*), the employee shall request and receive permission from his/her supervisor for a longer meeting, if it is necessary to meet during working hours. The scheduling of that meeting shall be allowed in a timely manner.

The City shall allow Union representatives, within twenty-four (24) hours of a request, to visit City facilities for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the City. A Union representative may enter City premises to attend meetings at the appropriate stages of a grievance procedure set forth in Article 14 of this Agreement and such other meetings as may be scheduled between Union representatives and the City Manager, the Human Resources Department Manager, or other City Manager's designees.

The City agrees that Union staff, officials and/or stewards have the right to reasonable access to the employees and meeting facilities at a work site, with reasonable prior notice to the supervisor. Union staff, officials and/or stewards shall notify the employee's Department Director, Division Manager or his/her written designee(s), upon arrival at a work site, of their presence.

Union staff, officials, and/or stewards shall be allowed to call employees at their work sites before or after regular working hours, during lunch hours, or during break periods.

Employees shall be granted approval from the City's supervisors to call Union staff, officials, and/or stewards regarding administration of this Agreement and arrange for meetings at the work site during break periods.

At the request of a Union official and/or steward, the City's supervisors will agree to release the employee for a reasonable amount of time from the employee's work duties in order to meet privately with Union staff provided that such meetings do not interfere with the operations of the City. Requests shall not be unreasonably denied. The City will take into consideration the possibility of emergency required meetings and Union will make every attempt to follow prior supervisory notification by chain of command.

Union staff, officials and/or stewards shall have the right to communicate with the employees during working hours at the City's work sites provided that such communication does not interfere with the operations of the City. Union staff, officials and/or stewards have the City's approval to distribute Union literature before work, during breaks, meal times, and after work. The Union agrees that there shall be no solicitation for membership in the Union, signing up of members, collection of any fees, dues or assessments, general membership meetings, or other general membership business activities of the Union on the City's time.

If any area of the City's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

New Employee Orientation.

On the new employee's first day at work, the new employee will report to Human Resources. This will include an explanation of the benefits available to employees and the completion of the necessary employment forms. Within the first thirty (30) work days of the new employee's employment, an official orientation session is conducted. If the new employee represents a potential member of the bargaining unit, the Union Agreement shall be given to the new employee and a Union official or steward shall meet with the new employee and be afforded ~~up to~~ at least thirty (30) minutes to review this Agreement and answer any questions. The Human Resources Division shall make readily available a conference room for such meeting, which may be held in a group format.

The new employee's supervisor will introduce the new employee to co-workers, to acquaint the new employee with the physical environment of the work area, review any technical or departmental rules if applicable, explain the employee's duties and standards of performance, and provide training in safety practices, including hazardous materials.

Employee Re-orientation. In the event of a ~~regular~~ bargaining unit employee's transfer, promotion or reclassification, which requires the Human Resources Department to provide new information to the employee, and the employee remains in the bargaining unit, the Union Agreement shall be given to the promoted/transferred employee and a Union official or steward shall meet with the promoted/transferred employee and be afforded up to thirty (30) minutes to review this Agreement and answer any questions.

4.4 – Distribution of Union Literature

Bulletin Boards. The Union may post, on existing bulletin boards provided by the City for the posting of notices by individual employees. Such notices shall be dated and bear the signature of an authorized Union representative and the Human Resources Department Manager or his/her designee. The signature of an authorized Union representative and/or the

Human Resources Department Manager or his/her designee does not imply endorsement of the material posted. Where bulletin boards are not available, the City agrees to provide wall space for Union-purchased bulletin boards. Materials posted on these bulletin boards shall comply with all applicable laws, rules and/or regulations. Union bulletin boards may be used for several purposes, including but not limited to the following notices, as long as the notice is in compliance with the provisions stated above:

- Listing of the current Union executive board and stewards;
- Recreational and social affairs of Union;
- Union meetings;
- Union elections;
- Reports of Union committees;
- Union benefit programs;
- Current Union contract;
- Training and educational opportunities;
- Decisions reached through Labor Management Committee Meetings;
- Notices of wage increases for covered employees.

City Electronic Communication Systems. The Union may use City e-mail, facsimile (FAX) and internal telephone services for the purpose of furthering labor relations and collective bargaining with the City and for the administration of this Agreement, as long as such use does not interfere with the efficiency, safety and security of City operations. Union's Executive Board and Labor Management Committee shall have access to the Internet, subject to the City's Internet and e-mail policies as are all City employees.

Copy Services. The Union shall be allowed to use City copy machines within reasonable limits, to reproduce official materials directly related to the administration of this Agreement, including official business conducted by the Labor Management Committee, and work done as a part of collective bargaining negotiations. The Union shall continue its practice of providing the City with paper in order to help defray the cost of copying.

The Union also may use City-designated copying services to conduct Union-specific business on the same basis as other City Departments, at a rate determined annually by the Finance Department to recover actual cost (\$.05 per copy at the date of this Agreement), as long as such use is during approved union hours allowed under this agreement, breaks or other non-working hours and does not interfere with the efficiency, safety and security of City operations.

Mail Services. The Union shall be allowed to use the internal City mail services within reasonable limits, to distribute official materials directly related to the administration of this Agreement, including official business conducted by the Labor Management Committee, and work done as a part of collective bargaining negotiations.

~~The Union may use City mail services to conduct Union-specific business on the same basis as other City Departments and shall be charged at standard postal rates, as long as such use is during approved union hours allowed under this agreement, breaks or other non-working hours and does not interfere with the efficiency, safety and security of City operations.~~

Outside, inter-departmental and mail from the Human Resource Department marked personal or confidential, addressed to bargaining unit members shall be treated as confidential and shall not be opened by other office personnel or by any bargaining unit member other than to whom the mail is addressed.

Printing of Agreement. ~~At equal cost to the parties, t~~The City shall:

- Post, with index, the entire text of this Agreement on the City's Intranet;~~;~~

- ~~• Arrange for letter-sized or smaller documents, with index, containing the entire text of this Agreement to be printed and distributed to current members of the AFSCME bargaining unit within thirty (30) days of the ratification by the parties.~~
- ~~• As needed, arrange for additional documents to be printed during the course of this agreement for new employees who are members of the AFSCME bargaining unit.~~
- ~~• Where necessary, arrange for special printing of this Agreement to accommodate those employees with disabilities. Special printing shall include, but not be limited to, audio recordings of the text, Braille printing and large text printing.~~

4.5 – Union Business Leave

Union Conventions and Seminars. An employee or employees designated by the Union to attend Union-sponsored or Union-related conventions and seminars shall be granted leave without pay (or may use accrued vacation leave) for scheduled work hours lost for such purposes; provided that the total leave granted under this Section for all employees shall not exceed three-hundred sixty (360) hours per calendar year. For leaves of absence of five (5) days or more, the Union must notify the City in writing, at least ten (10) work days in advance of such seminar or convention, of the name(s) of the employee(s) designated to attend the seminar or convention, and the dates of their absence. Shorter absences require advance notice of five (5) workdays. The City may waive all time notifications. The City may refuse to grant leave under this Section if, in the judgment of the City, the fact of employees being on leave would adversely impact the operations of the City or a given Department within the City.

Union Office. An employee designated by the Union's Council or International organization to serve as a full-time officer or employee of the Union's Council or International organization shall be granted leave without pay for a period not to exceed three hundred sixty-five (365) calendar days. Such leave may not be renewed except upon the mutual written agreement of the City and the Union. An employee's seniority shall not be broken during such leave. An employee shall not accrue vacation or sick leave while on such leave. Human Resources shall determine eligibility for continuation of benefits such as PERA contributions or health insurance in accordance with applicable state and federal laws and governing contracts. The City shall return employees who have taken leave without pay under this Section for up to three hundred sixty-five (365) calendar days to their former position, status and pay, including general wages increases paid to employees of the bargaining unit during the leave without pay period. The City reserves the right to hire a temporary employee for the full term of leave granted an employee under this Section.

4.6 – Retention of Rights

It is further agreed there may be additional Union rights and responsibilities that have not been addressed in this Agreement. Further, the Union's exercise of, or failure to exercise any right, responsibility, or function hereby reserved to it, shall not be considered a waiver of Unions right to exercise such right, responsibility, or function, nor preclude it from exercising the same when not in conflict with the express provisions of this Agreement. The parties agree that this Article does not waive the City's or Union's PEBA bargaining rights.

ARTICLE 5

LABOR MANAGEMENT COMMUNICATIONS

5.1 – Labor Management Committee

The City agrees that all collective bargaining is to be conducted with Union representatives designated for that purpose by the Union President and/or Executive Board. The Union agrees that all collective bargaining is to be conducted with City representatives designated for that purpose by the City Manager. There shall be no negotiation by either party at any other level of City government.

In order to promote effective labor-management relations and to promote the purpose set out in the Preamble of this Agreement, ~~both parties~~ will meet quarterly to discuss issues related to the administration of this Agreement ~~agree they will meet on a regular basis as outlined herein 1) to exchange information on matters of mutual concern and interest and 2) to resolve problems relative to the administration of this Agreement. These meetings should to~~ include, but not be limited to, (1) exchange of information that will help the other party in the fulfillment of its legal and contractual duty, (2) an attempt to resolve mutual problems in the spirit of cooperation and 3) drafting and approval of Memos of Understanding providing written resolution to those mutual problems.

Establishment. The parties shall maintain a Labor Management Committee (hereinafter referred to as the “LMC”), which is a standing committee, comprised of 3 representatives from management and 3 representatives from the Union. Either party may adjust the composition of their representatives on the LMC ~~as necessary~~. The Union President and/or Executive Board will designate the Union’s LMC representatives. The City Manager will designate the City’s LMC representatives.

Meetings. Scheduled meetings will be held in order that a free exchange of information may occur. In the event of a matter requiring prompt attention, either party may request additional meetings, to include other Management and/or Union officials as appropriate. The LMC shall meet at least quarterly at regularly scheduled, mutually agreed upon time and place. Meetings will not be called to order without a quorum of each team present. All members shall be on paid administrative status.

Topics for Discussion. An advance agenda is required. When practicable, written agendas and supporting documentation will be provided seven (7) days in advance of the meeting to allow LMC members time to prepare for discussion and action. The LMC shall be free to address, without restriction, any topic of mutual interest or concern, which affects any working condition of a bargaining unit employee. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting such agreement, and signed and dated respectfully by the authorized representatives of the parties, with copies furnished to the authorized representatives.

5.2 – Information Exchange

It is understood by the parties that inaccurate information, incomplete information or the failure to exchange information is one of the major causes of breakdowns in the labor-management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:

The City shall:

- Make available for copying and/or inspection copies of City policies and data that is not confidential under PEBA and/or attorney-client privileged information and ~~are~~ applicable and relevant to bargaining unit employees;
- Upon written request allow the Union access to City and Departmental policies, at reasonable times and places; and
- Inform the Union of ~~major relevant~~ changes in organizational structure affecting the bargaining unit within five (5) workdays in advance of the effective date.

The Union shall:

- Inform and provide a copy to the City of major changes in its organization, or policies within five (5) workdays in advance of the effective date; and
- Provide the City with a current list of Union Officers, trustees, representatives, and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within five (5) workdays of any such change.

The Parties agree to communicate only through the appropriate officials as designated by the City (City Manager, Department Directors, Division Managers, or their designees) and the Union respectively.

5.3 – Notice of Change in Work Rules

When Management determines it is necessary or advisable to change, modify or replace existing rules or policies that are applicable to Union bargaining unit employees, Management shall so advise the Union's ~~Executive Board~~ and provide the ~~Executive Board members~~ Union with a copy of the proposed change, modification, or replacement document, as appropriate, at least fifteen (15) workdays prior to the proposed effective date thereof or at the next regularly scheduled LMC meeting. Thereupon the parties shall meet and confer, if requested by the Union within ten (10) workdays or receipt of notification, regarding the proposed changes as well as any suggestions proposed by the Union. Management may consider the suggestions or proposals advanced by the Union, and may accept or reject all or any portion thereof. This provision does not contemplate that the City shall be required to engage in collective bargaining regarding such change, modification or replacement, ~~other than as may impact wages, hours and working conditions~~.

In the event the Union Executive Board fails to respond to such notification as provided above, Management shall have no further obligation to meet or confer with the LMC regarding the proposed change, modification, or replacement.

In the event Management and Union mutually agree to change, modify, or replace existing rules or policies that are applicable to Union bargaining unit employees, the change, modification or replacement need not be subject to the notice requirements set forth above.

5.4 – Public Records

The City shall promptly furnish the Union upon written request, copies of documents and records which come within the definition of public records in accordance with the New Mexico Inspection of Public Records Act. It is understood that it may be necessary to charge the Union in advance for the actual cost of such copies.

ARTICLE 6

PERSONNEL FILES AND RECORDS

6.1 – Official Documents

The City shall maintain records relative to each employee's employment and performance, including but not limited to: hiring, promotion, accomplishments and awards, training, benefits, disciplinary actions, complaints, or other matters relative to the status of an employee. The records shall be collectively referred to as the Personnel file. The personnel files and records maintained by Human Resources shall be the official documents for legal reference purposes and shall be maintained to insure confidentiality as legally required. It is expressly understood that this Article applies only to the official personnel records and files maintained by the Human Resources Department. All personnel files and records are the property of the City.

Placement of Documents in Personnel File. All documentation shall be stamp-dated before inclusion in the Personnel file. The Human Resources Department shall identify any material placed in an employee's file as to its source or originator and its date of receipt. No anonymous material shall become a part of an employee's personnel file.

Privacy Rights and Security. In collecting, maintaining, and disclosing personnel information, the City makes every effort to protect employees' privacy rights ~~and interests~~ and prevent inappropriate ~~or unnecessary~~ disclosures of information from any employee's file. While complying with its governmental reporting and record keeping requirements, the City strives to ensure that it handles all personal and job-related information about employees in a secure, confidential and appropriate fashion.

6.2 – Disclosure of Public Information

As employees working in the public sector, our employment status is a matter of public record. As a matter of public record, the Human Resources Department may disclose information allowed under the New Mexico Inspection of Public Records Act.

6.3 – Employee Inspection of Records

An employee, or his/her designee as authorized in writing by the employee, shall be permitted to inspect his/her own file.

Copies of Documents. The employee or a steward/ representative authorized by the employee in writing, may receive copies of documents or request a copy of the employee's personnel file. A charge may be assessed for providing the copies.

6.4 – Confidentiality

Access to any existing employee personnel files shall be given in accordance with the provisions of the New Mexico Inspection of Public Records Act. An employee's personnel file shall be confidential, except as provided by law, with the following exceptions for allowable access:

- The employee or the employee's direct supervisory line of authority;
- Information needed for the process of responding to or investigating complaints of discrimination or illegal workplace harassment;
- A Department Director or his/her designee as part of the hiring/transfer process; and
- Those employees authorized by the City Manager or the Human Resources Department Manager and who have a legitimate interest.

Personnel File Confidential Section. Certain records shall be maintained in a separate confidential section of the employee's personnel file, and are not a part of the Employee's general personnel file. Information records in this section are available only on a restricted access, need to know basis, subject to the confidentiality provisions of the New Mexico Inspection of Public Records Act. These records include but are not limited to written records of disciplinary actions, records of criminal or civil convictions, documents relating to credit reports or background checks, benefits, and garnishments or liens.

Confidential Medical Records. To insure strict confidentiality, medical reports and records made or obtained by the Employer relating to an employee are not contained in nor released in conjunction with, the employee's personnel file. Medical records are retained in a confidential file, physically separate in a secured file cabinet per the Americans with Disabilities Act and the Family and Medical Leave Act. Only authorized representatives of the Employer, the employee, and Union Representatives authorized by the employee in writing, shall possess or have access to such employee medical reports or records, including records prepared by a private physician, rehabilitation facility, or other resource for professional medical assistance.

Access to an employee's medical file and any medical-related information is restricted to the employee and the Human Resources Department Manager or his or her designee. Supervisors generally may not be provided with medical information about employees. A supervisor is entitled to know any necessary restrictions on an employee's duties and information necessary to make reasonable accommodations.

This provision shall not prohibit the City from placing information in the employee's medical file which reflects Employer-initiated correspondence with a medical practitioner, or the employee, regarding diagnoses, prognoses, and fitness for employment, or absences from work associated therewith, nor from placing copies of records and reports containing conclusions by the City concerning the employee's fitness for duty based upon proper medical records and reports. This file may be reviewed by the employee in the same fashion as the personnel file.

The City shall not be prohibited from furnishing or otherwise releasing medical records or reports pertinent to the grievance made or obtained by the City where such release is specifically required to process a grievance which involves the use or interpretation of such reports or records by the City, to a legal action or arbitration, or to a complaint or claim filed with a government agency by an employee.

6.5 – Documentation of Disciplinary Actions

No material within City control, which contains adverse personnel actions or comments, shall be placed in an employee's personnel file without (a) the employee's signature acknowledging receipt, or (b) the employee being informed ~~within five (5) working days~~ thereof ~~by Human Resources~~.

Removal or Sealing of Disciplinary Documents. Written documentation letters of reprimand, suspension, or disciplinary demotion shall be eligible to be considered for removal from, or being placed within a sealed envelope within, the confidential section of an employee's official personnel file upon written request of the employee, provided that no other similar disciplinary action has occurred within one (1) year of the date of the original letter or official document, and subject to the provisions below. The removal or sealing of the document is at the sole discretion of the City Manager after seeking input from the Human Resources Department Manager and the Union President.

After three (3) years from the date a corrective action (written warning or reprimand) is placed in an employee's personnel file, the corrective action shall be expunged from the personnel file upon notification from the employee.

Rebuttal to Disciplinary Documents. Employees may submit written rebuttal to any material placed in their records, and may request to have removed, any material that is demonstrated and documented by the employee to be unwarranted, inaccurate, irrelevant, untimely, and/or incomplete.

Retention of Certain Discipline Records. The parties agree that with sound justification certain matters which are the subject of a written letter of warning or reprimand, notice of suspension or demotions shall not be removed from an employee's personnel file. These matters are ones involving health and safety issues, illegal workplace harassment and discrimination, criminal matters or where a degree of harm to the City, employees or Departments has occurred. This material shall be kept on a strict confidential, "need to know" basis, and with proper language regarding confidentiality for purposes of the New Mexico Inspection of Public Records Act process.

ARTICLE 7

UNION SECURITY

7.1 – Deductions

During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct each pay period, from the pay of each employee who has executed an authorization card, membership dues levied by the Union. Such dues are limited to membership amounts and shall not include fees, fines, assessments, political contributions, or any other contributions. The amount of the membership dues may only be changed once annually by written notice from the Union during the month of December of each year to be effectuated no later than March. The Union will provide dues deduction cards and a copy of the authorization card to the Human Resources Department. All money deducted from wages under this Article shall be remitted to AFSCME Council 18 promptly after the payday covering the pay period of deduction. The Union shall certify to the City, in writing, by a duly authorized officer, the amount per pay period to be deducted for the Union membership dues and other optional Union payroll deductions.

7.2 – Fair Share

~~7.3~~

~~7.4 — The parties acknowledge that any advance to a bargaining unit employee's wages, benefits, and working conditions obtained through this Agreement has been obtained through the collective bargaining process permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process. The City agrees to deduct an amount of seventy-five percent (75%) of the membership dues from the non-dues-paying bargaining unit employees. Fair share deductions shall be deducted from bargaining unit employees beginning with the first full pay period following completion of their introductory period. Fair share deductions shall be made to AFSCME Council 18 in accordance with this Article.~~

~~7.5~~

~~7.6 The Union shall comply with all audit, accounting, notice and other requirements of law regarding the determination and collection of fair share fees. Upon request from a full share member or fair share member of the bargaining unit who is disputing the fair share fee, the Union shall allow inspection of its records and provide a fair share fee determination.~~

7.77.2 – Insufficient Earnings

If the City determines that an employee has net pay less than or equal to the amount of the Union dues payable, no payroll deduction will be made for that employee for that pay period. The City shall notify the Union of this situation ~~no later than the first pay period affected.~~

7.87.3 – Termination of Deduction

Only a letter submitted by the employee during the first ten (10) days of June and acknowledged by Union President's signature will allow termination of Union membership dues, ~~and upon which at immediately following pay period, fair share fees will be deducted instead.~~

All Union dues deductions shall be terminated when an employee is transferred out of the bargaining unit or is separated from the City.

~~Upon request by the Union President, payroll will provide a list of bargaining unit employees and the amount deducted from their paychecks from either dues or fair share.~~

7.97.4 – Indemnification

The Union shall defend and indemnify the City and hold harmless from, for and against any and all claims, losses, litigation, costs, expenses, and liabilities of any kind and nature, arising from or relating to any act or omission of the Union regarding the determination, audit, and/or notice(s) of ~~fair share fees and related~~ matters in contravention of this Article or applicable law.

ARTICLE 8

FILLING OF VACANCIES

8.1— Filling of Vacancies

8.2

8.1

~~The City wishes to hire the best-qualified candidates to fill vacant positions, based on the relative merit and fitness of applicants. Toward this goal of selecting the best-qualified applicant for each vacancy, it is the City's intent to promote and hire from within the ranks of City employees whenever possible. The City and the Union agree that promotions, transfers and other filling of vacancies provide important career mobility within the system for employees. The parties agree that the provisions of this Article will be followed when making such selections to fill vacant positions.~~

~~New employees hired into bargaining unit classification shall normally be paid at the minimum of the salary range in which the classification has been placed. In rare situations in which a candidate for employment has exceptional qualifications, such candidate may be considered to receive a rate of pay between the minimum and the midpoint of the range. At no point shall a new employee hired to a bargaining unit classification (in which there are incumbent employees) receive a starting salary higher than the lowest salary of an employee within that classification.~~

~~The City wishes to hire qualified candidates to fill vacant positions, based on the merit and fitness of applicants. Toward this goal of selecting qualified applicants for each vacancy, it is the City's intent to promote and hire from within the ranks of City employees. The City and the Union agree that promotions, transfers, and other filling of vacancies provide important career mobility within the system for employees. The parties agree that the provisions of this Article will be followed when making such selections to fill vacant positions.~~

~~A. Appropriate Placement- Employees entering a bargaining unit classification shall normally be paid at the minimum of the salary range in which the classification has been placed. When a candidate has exceptional qualifications, such as (1) relevant education and experience which pertains to the job compared to the current minimum and preferred qualifications contained in job description; and/or (2) equal or more years of experience compared to that of the current incumbent in the same classification, it may justify paying the employee between the minimum and the midpoint of that classification, ensuring internal equity.~~

~~B. Promotions- Current employees in a classified position who promote into another bargaining unit classification that is a higher pay grade shall receive a five (5) percent increase to their base rate of pay or the minimum of the salary range for the new classification, whichever is greater. In the situation in which a current employee promoting into a higher bargaining unit classification has exceptional qualifications, their experience with the City which is relevant to the minimum qualifications of the classification may be taken into consideration and may justify pay between the minimum and the midpoint of the new classification.~~

8.38.2 – Posting of Vacancies

When a vacant or new classified City position occurs, the Human Resources Department shall post a notice on the Intranet of such opening. Each department with limited computer access shall distribute or post copies of job vacancy postings for all open classified positions within their own departments and off site work locations. Job vacancies for all open positions shall be posted and remain posted for at least five (5) working days for in-house applicants only. The posting shall contain information to include the classification of the position, the testing requirement for applicants if any, the minimum qualifications for the position, the preferred qualifications for the position, the minimum starting pay salary of the

position, the location where applications are to be filed, the opening and closing date, the general job duties, the working conditions, ~~examples of work performed~~ and FLSA status.

8.48.3 – Application and Screening Process

Employees are encouraged to apply for positions in which they are interested and for which they are qualified. Employees and outside applicants will be screened and evaluated based on criteria related to the job including but not limited to the following:

1. Qualifications;
2. Education;
3. Licensure, Certification, and Training;
4. Experience;
5. Knowledge and Skills; and
6. Test results

Bargaining unit employees interested in applying for any vacant or new City position must complete and submit an application to the Human Resources Department.

Bargaining Unit Position Vacancy. With respect to vacant positions within the bargaining unit, the City shall first review the applications of qualified bargaining unit employees seeking another position with the City. All bargaining unit employee applicants who meet the posted minimum qualifications of the bargaining unit position shall be interviewed before outside applicants are interviewed. If the reviewing supervisor determines that the in-house applicant pool is insufficient after the interviews, the supervisor may request Human Resources to advertise the position.

An employee whose qualifications are deemed in the screening process to be insufficient to warrant an interview shall be so notified prior to any appointment to positions for which they have applied. If the applicant is interviewed and not selected to fill the vacancy, Human Resources will notify the applicant in writing of the decision.

Employee applicants who have not been interviewed or selected for the bargaining unit position vacancy are encouraged to contact the reviewing/hiring supervisor or Human Resources to schedule a career advisement meeting.

If multiple in-house applicants are equally qualified, first Department, then City seniority shall govern the applicant selection for vacancies within the bargaining unit covered by this Agreement.

Non-Bargaining Unit Position Vacancy. With respect to non-bargaining unit position vacancies, the City encourages qualified bargaining unit employees seeking promotions or transfers to complete and submit applications to Human Resources. For vacant non-bargaining unit positions, any bargaining unit employee applicant who meets the posted minimum qualifications for non-bargaining unit positions shall be given equal consideration in the applicant screening process as that received by non-bargaining unit employees and outside applicants.

An employee whose qualifications are deemed in the screening process to be insufficient to warrant an interview shall be so notified ~~prior to any appointment to positions for which they have applied~~. If the applicant is interviewed and not selected to fill the vacancy, Human Resources will notify the applicant in writing of the decision.

Employee applicants who have not been interviewed or selected for the position vacancy are encouraged to contact the reviewing/hiring supervisor or Human Resources to schedule a career advisement meeting.

8.58.4 – AFSCME Introductory Period

A new employee must serve a six (6) month introductory period from the date initially hired by City. The City may extend the introductory period for up to one (1) three (3) month period with written justification to the employee and the Human Resources Division. Employees in their introductory period do not qualify as in-house applicants. Employees in their introductory period are not eligible for membership in, or representation by the Union, and are not covered by the terms of this collective bargaining agreement.

8.68.5 – Return to Former Position

All bargaining unit employees selected and hired for another position with the City will be granted the opportunity to return to their former position within ten (10) working days. Management shall have the right to return the employee to his/her former position for the same ten (10) working day period and the action shall not be grievable. By mutual written agreement of the employee, the Union, and Directors of the affected Departments, this ten (10) working day period may be extended for a specified period of time, with approval of the City Manager.

8.78.6 – Transfer

Bargaining unit ~~Regular non-introductory period~~ employees may request transfers within classification or another classification within the same salary grade or in another department. In the event that an employee applies for and is selected to fill a position in the same classification as his/her former position, the employee's starting pay in the new position will be determined based on consideration of various factors including but not limited to: (1) relevant education and experience compared to the minimum and preferred qualifications contained in the position description; (2) education and experience compared to that of current incumbents in the position, insuring internal equity; and (3) education and experience compared to external wages paid for the position, insuring external competitiveness. In the event that two internal applicants are equally qualified for the new position, first Department, then City seniority shall prevail.

8.88.7 - Voluntary Demotion

In the event an employee voluntarily requests and is selected to fill the same classified position he/she previously held, the pay decrease will be to the employee's former level of pay plus any general wage increases paid to employees of the bargaining unit during the intervening period. Pursuant to Article 11, "Seniority," in the lower classification, the employee's seniority shall include all time in the higher job classification.

In the event that an employee voluntarily requests and is selected to fill a different position at a classification in a lower pay band, the employee's starting pay in the new position will be determined based on consideration of various factors including but not limited to: (1) relevant education and experience compared to the minimum and preferred qualifications contained in the position description; (2) education and experience compared to that of current incumbents in the position, insuring internal equity; and (3) education and experience compared to external wages paid for the position, insuring external competitiveness. In the event that two internal applicants are equally qualified for the new position, first department, then City seniority shall prevail. If the employee requesting the voluntary demotion is selected, the pursuant to Article 11, "Seniority," in the lower classification, the employee's seniority shall include all time in the higher job classification.

8.98.8 - Working Out of Classification

Employees will not be required to perform duties outside of their classification as a regular assignment.

8.108.9 - Temporary Upgrades

Bargaining unit employees may be assigned to fill a vacant position in a grade higher than the employee's current grade on a temporary basis. Qualified bargaining unit employees shall be given first consideration for temporary upgrades within the bargaining unit. Employees who receive temporary upgrades will receive the minimum pay for the higher classification, or an increase of five percent (5%), whichever is greater, for the term of the temporary upgrade. In order to qualify for the temporary upgrade pay increase, the upgrade must be scheduled to last at least a full pay period for more than ten (10) working days. The City shall retain a record of the upgrade in the employee's personnel file. Service in such upgrades shall be considered work experience for promotion criteria. At the conclusion of the temporary upgrade assignment, the employee shall return to the former position and rate of pay, adjusted for any intervening pay increases.

8.118.10 – Additional Duty Pay

Additional duties are changes or additions to the job content and responsibilities of a position that are substantive, measurable, substantially different in nature and outside the normal scope of the position's job description. Employees who are assigned to perform additional duties on a temporary basis for more than 30 calendar days, or whose jobs have gradually absorbed such duties for more than 30 calendar days shall be eligible to receive additional duty pay at a rate recommended by the Department Director and Human Resources, and approved by the City Manager of no less than five percent (5%) of the employee's base rate of pay. In the event that there have been substantive, measurable and quantifiable changes in the job content, a written request may be made by the employee, his/her supervisor, or Department Director for additional duty pay. The request will include justification, and shall be submitted to the Human Resources Department for review and analysis. The review and analysis shall be conducted in a timely manner, and the parties shall be kept informed of the reviews status.

If the additional duty assignment is temporary, at the conclusion of the temporary assignment, the employee shall return to the former position assignment and rate of pay, adjusted for any intervening pay increases. The Department Director and Human Resources shall review additional duty pay assignments after six months, and at subsequent three-month intervals, in order to determine whether the additional duties have become a permanent part of the employee's job responsibilities. If so, the employee's pay status will be changed from "additional duty pay" to regular pay status. If appropriate, a job reclassification review may also be initiated.

8.128.11 – Review of Job Descriptions

Job descriptions shall be reviewed regularly by the City, and revised to reflect current responsibilities and duties of the position. The intent of this review is to ensure that job classifications of individuals remain fair and equitable and properly reflect the duties and responsibilities assigned to them, as well as the skills and effort required to do their jobs.

ARTICLE 9
WORKFORCE REDUCTION & PRIVATIZATION

9.1 – Workforce Reduction Notice

Furlough, Layoff and Recall. A furlough is a temporary reduction of an employee's work hours within a work week due to a shortage of funds. A layoff, or reduction in force, is the elimination of a position(s) on a temporary or permanent basis due to shortage of funds. Upon determination by the City that a furlough or layoff of bargaining unit employees is necessary, the City will notify the Union no less than five (5) work weeks prior to implementation of the furlough or layoff. The City shall provide budgets, reports and any other materials used in its determination. All positions in the City shall be considered when devising such a plan for furlough or layoff. Four (4) calendar weeks prior to any furlough or layoff, The City Manager will meet with the Union to allow the Union to review and consider any cost cutting measures within the bargaining unit represented by the Union that may reduce the need for, or extent of, the furlough or layoff. The Union may offer alternatives to the proposed furlough or layoff. If a furlough or layoff is to be implemented, affected employees shall receive no less than four (4) weeks written notice. Upon layoff, laid off employees shall be paid in full all due wages, and accrued annual leave, ~~and compensatory time~~ on the next following regular payday.

If there is to be a layoff of bargaining unit employees, the City shall ~~take all reasonable steps to place~~ offer transfers to any adversely affected employees ~~in to~~ to existing vacancies for which they are qualified. The City and the Union agree that, while bargaining unit employees are on layoff, the City shall not subcontract any public work or services normally performed by members of the bargaining unit who are in lay off status.

Order of layoff. Employees within the affected department(s) and division(s) will be laid off by type of appointment in the following order:

1. Temporary
2. Introductory Period
3. Regular Part-Time
4. Regular Full-Time

At no time will volunteers fill a position formerly held by bargaining unit employees once funding for the position is reauthorized. If a volunteer fills a position formerly held by a bargaining unit employee for more than nine (9) months, the City and the Union will jointly seek the Governing Body's approval to re-fund the position during the next budget cycle.

Seniority. Employees within the affected department(s) and division(s) shall be laid off in reverse order of City seniority and shall be recalled in order of City seniority provided the employee meets the minimum qualifications of the job.

Recall Rights. Regular status, laid off employees shall have one-year recall rights ("recall period"). Within the recall period, the City may not fill any bargaining unit position which is reauthorized without offering the position to the former incumbent, followed by qualified laid-off bargaining unit employees in order of City seniority. The City must give notice by certified mail to the last known address on file to laid off employees of all recall opportunities for the first six (6) months of the recall period. Recalled employees must give notice of acceptance or refusal of the position within ten (10) work days of the notice date, and if accepted, report for work within two (2) weeks of their notice of acceptance of the position. It will be the employee's responsibility to follow up on employment opportunities for the remaining six (6) months of the recall period. A laid-off bargaining unit employee may refuse one (1) recall offer of a job at the same or higher rate of pay. A second refusal of a recall offer of a job at the same or higher rate of pay will serve as a voluntary resignation and the City will have no further recall or employment obligation to the employee.

Job Classification Displacement. If, in accepting a recall opportunity during a recall period, a laid off employee is placed in a lower paying job classification, the employee shall be reassigned to his or her former position upon reauthorization of that position.

Seniority Retention. Employees returning to employment with the City during the recall period shall be reinstated to their former seniority status prior to the displacement.

9.2 – Privatization

For the term of this contract, the City agrees that no regular bargaining unit employees shall be laid off, or be subject to a reduction in base hours worked or base pay received as a direct result of City privatizing work or the type of work currently performed by bargaining unit employees.

9.3 – Contracting Out and Temporary Employees

The City and the Union agree that the City has the right to supplement bargaining unit members with temporary employees and contractors on an as needed basis in order meet seasonal demands, peak demands, emergency demands, and demands where no in-house expertise or necessary equipment exists. Temporary employees and contractors extending beyond twelve (12) months shall either be terminated or converted to permanent bargaining unit positions, subject to the appropriation of funds for such employees by the Rio Rancho Governing Body. The City and the Union recognize that over an extended period of time the supplementation of bargaining unit members described herein due to peak demands may lead to concerns regarding the economic viability of bringing such supplementary work in-house. Therefore, the City and the Union agree that the supplementation of bargaining unit positions ~~members~~ due to peak demands over an extended period of time is the proper subject of discussion and negotiation. Any such concerns of the City or the Union in that regard shall be addressed by the Labor Management Committee.

9.4 – Limits

Subject to the provisions of this agreement, the City shall assign bargaining unit work to bargaining unit employees

ARTICLE 10

TESTING OF EMPLOYEES

10.1 – Testing of Employees Substance Abuse Program

Drug and Alcohol Testing. The provisions of the current Drug and Alcohol testing Program are hereby incorporated as set forth as follows:

As a federal funds grantee and a municipal employer, the City complies with the “Drug-Free Workplace Act” and the Federal Highway Administration (FHWA) drug and alcohol testing rules. Pursuant to that Act, the City will establish and maintain an ongoing drug-free awareness and drug and alcohol testing program and establishes the following rules and regulations which apply to all City employees.

During working hours, no employee shall consume alcohol, or use controlled substances or any physician prescribed medication that may impair the employee’s ability to perform the required job duties. The use, possession, manufacture or distribution of any alcoholic beverage or controlled substance by any employee during working hours, on City premises, in a City vehicle, or in City uniform at any time is prohibited.

Any employee suspected of being under the influence during working hours will be required to submit to the appropriate detection test(s) to determine the presence of drugs or alcohol. The order for the administration of the detection test(s) shall be given by the department director and coordinated with the Office of the City Attorney and the Human Resources Department.

Public employees shall respect all elements of the criminal justice system. Their conduct shall reflect professional judgment, prudence, and the interests of the City and shall promote public confidence. The use, possession, sale, trade, or delivery of illegal drugs or non-prescribed controlled substances by an employee during nonworking hours affects the efficient and credible administration of the City, ~~and~~ the safety and welfare of the public and co-workers, and is a violation of this policy.

Any employee convicted of a criminal drug or alcohol statute must notify the Human Resources Department, in writing, no later than five calendar days after such conviction. The City, after receiving such notification, shall take appropriate action including notifying the federal grantor agency within ten calendar days if the violation occurred in the workplace.

Under the FHWA rules, all employees in safety sensitive positions in transportation who drive vehicles requiring a Commercial Driver’s License (CDL) are required to be tested for the presence of alcohol and drugs. Consistent with those rules the City will test the affected employee group under the following conditions.

Alcohol ~~T~~esting will be conducted on:

1. A random basis at an annual rate as set by the FHWA, and
2. Post-accident involving a fatality, bodily injury of the driver, passenger, or other party, disabling damage to the City vehicle, or moving violation, and
3. Upon reasonable suspicion by a supervisor.
4. Alcohol tests are considered to be positive and in violation of this policy when the BAC results are .02 or greater. ~~Drug testing will be conducted on a~~
- ~~5. A random at an annual rate as set by FHWA and~~
- ~~6. Post-accident involving a fatality or moving violation citation and~~
- ~~7. Upon reasonable suspicion by a supervisor and~~
- ~~8. Pre-employment.~~

9.5. Positive test results at the levels established under the federal guidelines of the Substance Abuse and Mental Health Services Administration (SAMSHA) for marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP) are considered to be a violation of this policy.

Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

All Other Examinations. If the City has a reasonable concern about the ability of an employee to perform the duties of their current position, the City may require and pay for a medical fitness for duty exam to verify the employee's condition. If the employee disagrees with the opinion of the City's physician, the employee may arrange and pay for a second opinion. If the two medical opinions do not agree, the City shall arrange and pay for a third opinion. The third opinion shall prevail.

~~Qualification and Job Testing. As part of the employment application, screening and selection process, the City will evaluate, test and provide for the use of pre-employment testing of applicants in order to determine their qualifications for duty and employment.~~

Scheduling of Testing. The City will ~~make every effort to~~ conduct required testing during an employee's normal working hours. If same cannot be accomplished, however, overtime will be paid, ~~or compensatory time accrued~~ for all hours devoted to testing beyond the normal work hours.

Safety Sensitive Employees. Safety sensitive positions, as set forth in the job description, are subject to alcohol and drug testing.

- ~~• Positions with job descriptions that require an employee to transport citizens and/or youth workers including the following positions; Counselor, Recreation Leader, Transit Bus Driver, Recreation Specialist, Recreation Facility Coordinator, Community Services Coordinator, and Parks and Recreation Intern.~~
- ~~• Lifeguards~~
- ~~• Commercial Driver's License (CDL) employees~~

10.2 – Voluntary Admission of Drug/Alcohol Abuse

The City's goal remains that employees will take responsibility for their own behavior and voluntarily seek help through the City's EAP or other professional programs to resolve drug or alcohol related problems.

Except for DOT covered employees; an employee who voluntarily admits to drug-alcohol abuse will be referred through the Human Resources Department for assessment counseling and rehabilitation. Upon successful and timely completion of the rehabilitation, the employee will return to work as though returning from other medical leave. Any subsequent voluntary admission to drug/alcohol abuse by such employee will require a written return to duty agreement prior to returning to work. Self-referral is not permitted once an employee has been identified for random, reasonable suspicion, or post-accident testing.

ARTICLE 11

SENIORITY

Where relevant factors are equal, seniority shall be the determining factor in, but not limited to, cases of pay, promotion, layoffs, transfers, shift, leave, overtime, job assignments, education and training, but exclusive of the tuition reimbursement program. Each provision of this Agreement for which seniority is a factor shall indicate whether the City, class, or department seniority is the determinant. Seniority shall be determined as follows:

11.1 – City Seniority

City seniority shall be defined as the total length of uninterrupted employment with the City of Rio Rancho. Uninterrupted employment means there have been no breaks in employment other than sick leave and City authorized leave of absence or layoff. Employees shall not attain City seniority until the completion of the required introductory period, at which time City seniority shall relate back to the commencement of the most recent period of uninterrupted employment with the City. ~~There shall be no seniority among introductory period employees.~~ When an employee completes the required introductory period, their seniority shall begin from their date of hire. City seniority is broken by resignation or termination.

11.2 – Class Seniority

Class seniority is the entry date the employee began working in his/her current classification. Class seniority is broken by reassignment to another classification. When an employee is promoted into another job classification, the class seniority shall begin on the date the employee is promoted. If an employee is reclassified into a lower job classification, the employee'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. An involuntary demotion can be grieved. If an employee maintains the same job title but transfers to a different department, the employee shall maintain his/her class seniority.

11.3 – Department Seniority

Department seniority is the length of continuous service an employee has in their current Department. Department seniority is broken by reassignment to another Department. If an employee maintains the same job title but transfers to a different department, the employee shall maintain his/her class seniority.

11.4 – Interruption of Continuous Service

Seniority is not broken during interruptions of continuous service caused by periods of leave without pay, layoff or reduction to less than full-time status.

11.5 – Ties in Seniority

Where two (2) or more employees have the same seniority dates for determining job rights, then alphabetical order by last name shall be used to determine the senior employee. Should a tie still exist, seniority then shall be determined by the Union, using a random method of the Union's choice. Ties in Department Seniority shall first be broken by City Seniority; ties in Class Seniority shall first be broken by Department Seniority, then by City Seniority.

11.6 – Seniority for Part-Time Employees

Seniority for part-time employees shall be determined using the methods described in this Article, except that length of service shall be pro-rated based on actual hours worked during the term of employment.

ARTICLE 12
COMPLIANCE WITH LAWS AND REGULATIONS

12.1 – Compliance with Laws

All parties (City, Union, and Employees) agree to comply with all applicable city, state and federal laws and regulations, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973 as amended, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, the New Mexico Human Rights Act, The Fair Labor Standards Act of 1938 ~~as amended (29 U.S.C. 201, et seq.)~~, and the Family and Medical Leave Act of 1993, as amended.

12.2 – Interpretation

This Article shall be interpreted in accordance with applicable federal and state law.

12.3 – Reasonable Accommodation

~~In the administration of this Agreement, the City and the Union shall provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets.~~ The City shall determine the need for and extent of ~~such~~ accommodations in accordance with its interpretation of the requirements of the Americans With Disabilities Act of 1990 and the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement.

12.4 – Remedy

An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay to a prevailing grievant and has no authority to award compensatory, punitive or any monetary damages other than back pay.

12.5 – Waiver of Contractual Rights

If an employee claiming a violation of this Article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance shall be considered to have been withdrawn.

12.6 – Work Environment

The City and the Union are committed to make every effort to ensure a productive work environment in which all employees are treated with dignity and respect; and to support an atmosphere of trust, mutual responsibility, open communication and respect that is essential to a healthy work environment.

12.7 – EEO and Non-Discrimination

The City is committed to maintaining a workplace free of discrimination, and to offer equal employment opportunity based upon qualifications, ability and work performance. In the administration of this Agreement, the City and the Union shall not practice, nor tolerate, illegal discrimination against any employee through employment practices including but not limited to recruitment, hiring, training, education, reassignment, wages, and promotion, because of that employee's race, age, religion, color, national origin, ancestry, sex, ethnicity, qualified physical or mental disability, medical condition, sexual orientation, gender identity, or any other legally protected class. The City and the Union also agree under the terms of this agreement not to

practice or tolerate discrimination on the basis of marital or family status, union activity, political affiliation or beliefs, or use of a second language other than English.

12.8 – Illegal Workplace Harassment

The City and the Union believe and agree that illegal workplace harassment seriously undermines the atmosphere of trust and respect that is essential to a healthy work environment. It is the objective of the City to provide a work environment that respects the rights and dignity of all persons with whom we do business and come into contact. It is the intention of the City and the Union to take whatever action may be needed to prevent, correct, and if necessary discipline behavior which violates this objective.

The City has an anti-harassment policy, which applies to all members of the City community, including contractors, vendors, and other providers of services who are under contract with the City. Therefore, the City's anti-harassment policy prohibits any type of illegal harassment by any representative of the City against any individual in the City's workplace or during City work time.

The City and the Union agree that that no employee shall illegally harass another employee or member of the public; and that employees shall be protected from illegal discrimination, intimidation, restraint, coercion, or retaliation including involuntary reassignment or changes in working duties, or conditions resulting from the filing of a discrimination complaint, grievance or prohibited practices complaint in the exercise of any right granted the employee by this Agreement or law.

Illegal workplace harassment may include, but is not limited to, harassing or discriminatory remarks or actions against an individual or group on the basis of a legally protected class as defined in this Article. Inappropriate behavior also includes, but is not limited to: crude/vulgar language, sexual advances or other verbal, visual, or physical conduct of a sexual nature, intimidation, gender or racial baiting, hazing, banter/teasing, offensive humor, offensive or lewd materials including pictures, sayings and cartoons, ridicule, hostility and threats or acts of violence.

Harassment also includes any other behavior that interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The anti-harassment policy also prohibits any demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee's job.

ARTICLE 13
CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE

13.1 – Basis of Corrective and Disciplinary Action

Corrective and disciplinary action shall only be for just cause. The degree of discipline imposed shall be progressive in nature when appropriate. In accordance with employee “Weingarten (Representation) Rights” (See Article 2, Employee Rights and Responsibilities), employees are entitled to union representation in meetings held in connection with an investigation that the employee believes may result in disciplinary action. All disciplinary action is grievable and arbitrable.

The City may issue the same disciplinary action more than once for any subsequent act constituting just cause. The City and the Union also recognize that certain levels of employee misconduct may warrant immediate serious disciplinary action up to and including possible termination of employment. Examples of such misconduct include but are not limited to: theft, willful misappropriation of City assets, sexual or other illegal workplace harassment, physical abuse or physical harassment, unlawful possession, sale or distribution of a controlled substance in the work place; or any illegal activity impacting adversely upon the City or upon the Employee’s ability to perform the functions of her/his position.

An employee may refuse to answer questions that probe possible criminal conduct until the employee has obtained legal advice and/or Union counsel. The employee shall be given a reasonable period of time to secure counsel.

13.2 – Progressive Discipline

The parties agree that corrective and disciplinary action encourages the use of counseling and positive discipline as methods of working with employees to correct and improve employee conduct and/or work violations, and to improve job performance, so as to promote the efficiency and effectiveness of the City. The principles of progressive and constructive discipline shall be followed, except in those cases where the employee’s conduct warrants a more serious response.

The types of progressive discipline are as follows:

Corrective Action:

- Non-Disciplinary Counseling
- Written Letter of Warning
- Written Letter of Reprimand

Disciplinary Action:

- Suspension
- Demotion
- Discharge/Dismissal

13.3 – Time Limits

Except for cases where outside agencies or divisions are involved in the investigation, the employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five days (45) after it acquired knowledge of the employee’s misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time.

13.4 – Non-Disciplinary Counseling

The City may use non-disciplinary counseling actions including oral warnings, oral admonishments, and written counseling letters as a corrective precursor to formal disciplinary action. Non-disciplinary counseling actions shall be used for performance improvement and corrective action concerning minor infractions, and shall serve to inform the employee that his/her performance, behavior, and/or conduct need(s) to be improved, and to provide guidance for training or corrective action needed from the employee to improve.

13.5 – Written Letter of Warning

If the employee's performance, behavior and/or conduct does not improve, a written letter of warning may be issued to formally inform the employee of the performance, behavior and/or conduct that need(s) to be improved, to provide guidance for corrective action needed from the employee to improve, and to give the employee formal written notice conveying the increased seriousness of the situation.

13.6 – Written Letter of Reprimand

An employee shall receive a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an oral reprimand was issued or if an oral reprimand was ineffective. Written reprimands relating to an employee's job performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having read the contents of the reprimand by affixing his/her signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted. If the employee refuses to sign, a witness (by his/her signature) must attest that the statement was presented to the employee for signature and the employee refused to sign.

13.7 – Suspension

An employee may be suspended without pay for a period not to exceed twenty (20) working days, for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed. Suspensions will comply with applicable provisions of the Fair Labor Standards Act.

13.8 – Demotion

Demotions may be issued if it is determined that the employee is not competent to perform his/her job, or as part of progressive disciplinary process. An employee may be demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed.

13.9 – Discharge/Dismissal

Dismissal is the final consequence when other progressive discipline has failed to correct an employee's unacceptable behavior or job performance, or as the only step of progressive discipline if warranted by an employee's egregious behavior and/or misconduct which constitutes grounds for immediate discharge.

~~The City may issue the same disciplinary action more than once for any subsequent act constituting just cause. The City and the Union also recognize that certain levels of employee misconduct may warrant immediate serious disciplinary action up to and including possible termination of employment. Examples of such misconduct include but are not limited to: theft, willful misappropriation of City assets, sexual or other illegal workplace harassment, physical abuse or physical harassment, unlawful possession, sale or distribution of a controlled~~

~~substance in the work place; or any illegal activity impacting adversely upon the City or upon the Employee's ability to perform the functions of her/his position.~~

13.10 – Initial Notice of Contemplated Action and Rebuttal

Upon determination of the City that an alleged infraction may have occurred that warrants disciplinary action at or above the level of a suspension, and after review by Human Resources, the supervisor or his/her designee shall provide the employee a "Notice of Contemplated Disciplinary Action." This notice is provided to the employee in accordance with the principles described in Article 2, Section 2.13, "Loudermill Rights," which entitle the employee to written notice of the charges against him/her, an explanation of the evidence supporting the employer's claim, and an opportunity to present his/her side of the story. The Notice shall specify the date, time and place of the predetermination hearing. Predetermination hearings shall be conducted within a reasonable time frame. The Notice of Contemplated Action shall also inform the employee of his/her right to union representation or a representative of his/her choice at the predetermination hearing. The Notice of Contemplated Action shall be provided to and signed for by the employee in person or sent to the address on file via certified return receipt mail within fifteen (15) working days of the date of completion of an appropriate investigation of the alleged infraction, or as soon as practical following that time in the event the employee is unavailable.

Prior to the scheduled predetermination meeting the City, the employee and/or the union representative may request to reschedule the meeting. Any rescheduling of the meeting shall be by mutual agreement and within a reasonable time frame. The purpose of the meeting is to respond to the allegations. The supervisor shall consider any information received during the predetermination meeting before deciding the final disciplinary action. An employee may propose, in writing, to the supervisor, a level of discipline he/she will accept for an offense prior to the supervisor imposing disciplinary action. If the supervisor accepts the discipline proposed by the employee, the issue will be considered settled and the action will not be grieved.

13.11 – Final Notice and Appeal

The supervisor may issue by hand delivery or certified return mail, the final disciplinary action against the employee, whether the originally contemplated or lesser action, no later than five (5) work days after the predetermination hearing in the form of a "Notice of Final Action". The employee and/or union may grieve the disciplinary action in accordance with the Grievance and Arbitration article of this contract.

13.12 – Documentation of Written Corrective & Disciplinary Action

Documentation of corrective and disciplinary actions shall be maintained in accordance with Article 6 of this Agreement, "Personnel Files and Records," which addresses documentation of corrective/disciplinary actions, rebuttal to corrective/disciplinary actions, removal or sealing of corrective/disciplinary records, and confidentiality of corrective/disciplinary records.

13.13 – Confidentiality and Privacy

The City and the Union shall hold all corrective and disciplinary actions in the strictest "need to know" confidence. All discussions with employees regarding any matter of discipline, including verbal, shall be conducted in private. If management needs to talk to an employee concerning corrective or disciplinary action, the meeting shall be held in private. In all cases, the confidentiality of the disciplinary process shall be maintained by the Employer and its representatives as required by law, City Rules and this Agreement.

13.14 – Written Allegations or Charges by Public

13.1513.14

Written charges or allegations made to the City by the public against an employee will be processed in accordance with applicable laws, regulations, and guidelines. No record of a complaint, determined to be unfounded or not investigated, will be placed in the employee's official Personnel File.

The City will advise employees of written complaints or allegations pertaining to an employee within a reasonable period after receipt, unless law prohibits the release of such information or if the release of such information would serve to compromise or disrupt a pending or ongoing investigation. If a determination is made to conduct a review of the situation, the employee(s) against whom the complaint is directed will be given a copy of the complaint, provided that release is not prohibited or restricted as indicated above.

ARTICLE 14

GRIEVANCE AND ARBITRATION

14.1 – Mediation

Mediation is a confidential and voluntary process in which an impartial person(s) helps individuals or groups discuss and negotiate resolutions to conflicts or disagreements in the workplace. The City, Union or employee(s) may choose mediation as a way to resolve workplace disputes. Before mediation begins, all parties must be willing to engage in the process.

When applied, mediation shall precede, but not be part of the disciplinary, and or grievance process.

There shall be a binding agreement as a result of mediation. If, however, a resolution by mediation fails, the City and the Union may revert to the disciplinary and/or grievance process in accordance with the provisions as set forth in this agreement.

~~The City and the Union shall each assign two (2) members to participate on a committee, which shall be responsible for establishing a process and identifying mediation services to be utilized.~~

~~The City shall fund and maintain a mediation program, which shall include appropriate and continuous training and participation for both the City and the Union.~~

14.2 – General

“Grievance” means an alleged violation, misapplication, or misinterpretation of any provisions of this agreement.

Informal resolution of issues is encouraged before the parties resort to the following formal grievance procedure.

Grievances may only be filed on behalf of an individual aggrieved non-probationary employee or group of ~~non-probationary~~ employees covered by this agreement.

An individual employee may present a grievance under the provisions of this Article up to Step II and have it adjusted without the intervention of the Union as long as: (1) adjustment is consistent with the terms of the Agreement; and (2) the employee is responsible for any legal expense incurred if he/she chooses to be represented by counsel. A Step III Grievance and Arbitration can only be invoked by the Union or the City with the exception of discipline. –At any hearing or meeting on a grievance brought by an individual employee without the intervention of the Union, the employee shall notify the Union and afford ~~them~~ the Union the opportunity to be present and make ~~their~~ its views known.

Grievances must be initiated by speaking with the immediate supervisor promptly but within ten (10) working days after the grievant or the Union was aware, or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance. Employees are encouraged to discuss and attempt to resolve any problem with their immediate supervisor before filing a formal grievance under the procedure established below.

1. Step I - Immediate Supervisor Level. The Union or grievant shall attempt to resolve the matter informally with the immediate supervisor(s) of the grievant. If a satisfactory solution is not reached within ten (10) working days after speaking with the immediate supervisor, the grievance may be submitted to Step II by filing with the Department Director within ten (10) workdays of the end of the time for a satisfactory solution with the immediate supervisor. If the immediate supervisor is the Department Director, the grievance shall be moved directly to Step III.
2. Step II – Department Director Level. Union or grievant shall submit the grievance in writing to the Department Director, with a copy sent to Human Resources. The written grievance shall set forth:
 - a. The employee's name, job title, and worksite;
 - b. The name, address and telephone number of the Union Representative, if any;
 - c. The Article(s) of this Agreement alleged to have been violated;
 - d. A description of the alleged violation;
 - e. A description of previous attempts to resolve the grievance;
 - f. The relief requested, and
 - g. The signature of the grievant and/or of the Union Representative.

The Department Director shall respond in writing within ten (10) work days of receipt of the written grievance and may, within this time period, request a meeting with the grievant and Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step III by filing with the City Manager within ten (10) work days after the time for response of the Department Director.

3. Step III – City Manager. The Union or grievant shall submit the grievance to the City Manager in writing. The City Manager (or designee) shall respond in writing within ten (10) work days of receipt of the written grievance and may, within this time period, request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union or by the individual grievant at his or her own expense, within fifteen (15) calendar days after the time for response by the City Manager (or designee).
4. Step IV – Arbitration. The Union or individual grievant shall serve a written demand for arbitration upon the City within fifteen (15) calendar days from the time for response of the City Manager (or designee). Within fifteen (15) workdays of the written demand for arbitration, the Union or individual grievant shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator. Within fifteen (15) workdays of the receipt of a list of arbitrators, the parties will confer to select an arbitrator. The Union/grievant and the City shall make the selection either by consensus or by alternately eliminating names. If the latter method is used, the last name remaining shall be the arbitrator. The parties shall

flip a coin to determine who shall strike the first name. The winner has the choice to strike first. If the City fails or refuses to strike a name from the list, Union/grievant may request that the FMCS unilaterally appoint an arbitrator to hear the matter. The Union/grievant shall notify FMCS of the parties' selected arbitrator within seven (7) calendar days of the striking of the panel. Once an arbitrator accepts appointment is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief. 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. Each party shall pay one-half of the arbitrator's fees and expenses. The arbitrator's decision shall be final and binding on the parties, subject to applicable laws. In arbitrations challenging a disciplinary action, the City shall have the burden of proof ~~not less than~~ by a preponderance of the evidence. In arbitrations where the Union alleges a contractual violation or dispute over a working condition, Union shall have the burden of proof ~~not less than~~ by a preponderance of the evidence.

5. Miscellaneous.

- a. Tape recorders, or other recording devices, shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to Arbitration hearings. If a Court reporter is requested by the Arbitrator, the parties shall split the cost of the Court reporter and the transcript for the Arbitrator. Each party shall bear the costs of its transcript. Either party may provide a Court reporter at its own cost.
- b. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.
- c. A party to this Agreement, or an individual grievant, may be represented by counsel at any step of the grievance procedure at their own cost.
- d. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances prior to scheduling the hearing on the merits.
- e. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.

ARTICLE 15

SCHEDULING AND STAFFING

15.1 – Work Week

For the purpose of this agreement, ~~except for bargaining unit employees on an approved flexible or compressed work schedule, the basic workweek shall consist of five (5) consecutive eight (8) hour work days (excluding the lunch period) within the administrative workweek beginning at 12:0100 a.m. Monday and ending 12:00 midnight 11:59 p.m. on Sunday.~~

A normal workweek, ~~except for bargaining unit employees on an approved flexible or compressed work schedule,~~ will consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week or ten (10) hours per day, four (4) consecutive days per week. ~~The Public Works, Parks & Recreation, Library and Senior Services Department workweek will consist of forty (40) hours per week and no more than six (6) consecutive days, unless mutually agreed to by the individual parties involved. Supervisors are encouraged to make every effort to adhere to a five (5) consecutive day work schedule whenever possible.~~

15.2 – Adjusted Work Schedule

Temporary deviations from the normal work schedule, barring emergencies, shall require written notification to the employee(s) at least five (5) calendar days in advance of the change. If mutually agreed to by the individual parties involved, a less than five (5) calendar days advance notice of a work schedule deviation is acceptable. Unanticipated and/or unplanned program changes that require work schedule and/or staffing changes shall require written notification to affected employees of not less than two (2) calendar days in advance of the change unless otherwise agreed to by the City and the employee(s).

For the purpose of this agreement, it shall be inappropriate for a department director or his/her designee, or supervisors to unfairly coerce or use intimidation tactics to obtain an employee's agreement to deviations in work schedules.

15.3 – Flextime

Employees may apply for a schedule that deviates from a worksite's normally scheduled work hours and workdays (hereinafter referred to as flextime). All flextime schedules ~~must be~~ are subject to the approval of the Department Director. The City shall not unreasonably deny an employee's requested flextime schedule.

15.4 – Scheduling, Breaks, Wash-Up Time and Travel Time

Scheduling. The City shall prepare employee's work schedules for posting at each worksite ~~as soon as possible, but~~ at least ten (10) working days, barring emergencies, prior to the beginning of a new or revised schedule. Changes in posted work schedules ~~will not be made arbitrarily and~~ will be made only to meet the legitimate operational needs of the City. If mutually agreed to by the individual parties involved, a less than ten (10) working days advance notice of a work schedule deviation is acceptable.

Breaks. Employees are entitled to one (1) non-cumulative fifteen (15) minute rest break approximately midway through the first half of their shift, if that half equals or exceeds three (3) hours. Employees working eight (8) hours shall also take a 30 to 60 minute lunch as approved and scheduled by their supervisor. ~~They~~ Employees are entitled to a second rest break, under the same conditions, during the second half of their shift. Breaks shall not be taken at the beginning of the work day, at the end of the work day, or in conjunction with the lunch period unless approved on a case-by-case basis by the employee's immediate supervisor.

The Employee will notify his/her supervisor prior to taking a rest break, provided his/her supervisor is in proximity to be notified. Breaks shall be scheduled, consistent with the need for departmental or worksite coverage. Employees shall not engage in any conduct during the break, which in any way disrupts the duties and responsibilities of any other employee. An employee may not accumulate unused rest periods, nor use break time for covering late arrival on duty or early departure from duty, unless mutually agreed to by employee and his/her immediate supervisor.

Wash Up Time. All employees shall be permitted fifteen (15) minutes before completion of their shift to clean up their work area and themselves, if necessary. An employee may not accumulate unused wash up time, nor use wash up time for covering late arrival on duty or early departure from duty.

Travel Time. In accordance with the FLSA, time spent by an employee in travel as part of his or her principal activity during the workday shall be counted as hours worked. ~~Employees who are required to use their personal vehicles to travel between job assignments or part of his/her principal activity during the weekday shall receive mileage reimbursement in accordance with Article 24 of this agreement.~~ In accordance with the FLSA, travel time spent to and from home is not counted as hours worked, unless on recall duty.

15.5 – Split Work Assignment

A split work assignment is a work schedule that requires an employee to work a certain number of hours, leave the work site for an extended period of time (greater than one (1) hour, not identified as a lunch hour), then report back to work later in the same day. ~~When staffing programs, special projects, or services necessitates split work assignments, supervisors shall make every effort to ensure an employee's normal work week does not exceed forty (40) hours per week, or ten (10) hours per day, or six (6) consecutive days per week. If a split work assignment due to staffing programs, special projects, or services is necessary, the split between shifts shall not be less than two hours. There shall be no more than one split in a workday. Neither the first or second part of the split work assignment shall be less than two (2) hours in length except that, if mutually agreed to by the individual parties involved a less than two (2) hour work assignment is acceptable.~~

15.6 – Work Assignment Differential

Employees assigned either a regular or split work assignment outside of his/her regular work schedule that begins at 6:00 p.m. or later and continues past 10:00 p.m. shall receive an additional ~~25-cent~~ \$0.50 per hour differential for hours worked beginning at 10:00 p.m. through the end of the work assignment or 8:00 a.m., whichever is earlier. ~~Such differential is to be added to the employee's total wages, and does not increase the employee's base hourly rate. This work assignment differential does not apply to the custodial division of Public Works or other positions whose regular work assignment continues past 10:00 p.m.~~

15.7 – Make-Up Time

With the approval of his/her direct supervisor, when an employee is late for work or has to leave work for a period of time during the normal work day, the City may, whenever possible, allow them to make up the lost work time within the same workweek, provided that the legitimate operational needs of the City are met.

15.8 – Job Sharing

Upon the approval of the Department Director, employees may share the same job position. Requests for job sharing shall not be unreasonably denied.

15.9 – Inclement Weather

The general policy regarding inclement weather is that the City remains open regardless of weather conditions. Employees are to assume that City offices are open each regular workday unless it is specifically announced otherwise. However, the obligation to provide services to the public must be balanced with the risk of danger to employees. Official announcements regarding suspension of operations shall be made by City through internal means and, where appropriate or necessary, shall be broadcast by specified public media. In addition, the appropriate Department Director shall notify all off-site work locations of early closures.

In extraordinary circumstances, the City Manager may temporarily suspend all or a portion of normal City operations in response to inclement weather or other emergency conditions. For such suspended operations, employees in designated "emergency/essential" positions report to or remain at work as scheduled or as otherwise specifically directed. Employees who are dismissed from work for delayed opening, early departure, or for an entire day's work shall be granted administrative leave with pay, and have no deduction from pay or accrued leave. In the case a delayed opening has been announced after the arrival of an employee at his/her worksite, the employee will be granted administrative leave equivalent to the time worked, which must be used within the same or subsequent workweek.

There may be times in which the City Manager (or designee) does not deem conditions severe enough to warrant officially closing City offices, ~~even though individual departments may elect to curtail certain services~~. In this situation, employees should make every attempt to get to work within the bounds of their personal safety. Any employee who does not report to work as scheduled must either:

- use accrued annual leave, ~~compensatory time~~, or leave without pay; or
- work with his/her supervisor to develop a schedule to make up the time missed, as a result of inclement weather, within the same ~~or subsequent~~ workweek in order to account for any scheduled time not worked during his/her work period.

If an employee is not scheduled to work or has a preapproved absence and paid administrative leave is granted for inclement weather, the employee shall not receive this paid administrative leave.

ARTICLE 16
OVERTIME ~~AND COMPENSATORY TIME~~

16.1 – Overtime

~~Employees within the meaning of the Fair Labor Standards Act shall have the option, subject to City staffing requirements, of either taking time in lieu of pay as compensation for hours worked at one-half (1-1/2) times the h~~ Hours worked in excess of forty (40) hours in any one work week, or shall be paid one and one-half (1-1/2) times the regular straight time hourly rate, including any pay differential, ~~for hours worked in excess of forty (40) hours in any one work week, in keeping with the further provisions herein.~~ All overtime work must be pre-approved by the Employee's supervisor.

16.2 – Computation

For the purpose of computing overtime, administrative leave with pay will be considered time worked. Other hours paid for, but not worked, including but not limited to holiday, sick or vacation pay, shall not be counted in computing overtime ~~or compensatory time~~.

16.3 – Overtime Scheduling

The assignment of overtime will be made after due consideration to:

- Seniority and/or skill necessary to perform overtime work;
- Assigning the overtime ~~in as equitable a manner as practical~~ on a rotating basis;
- Avoiding, where possible, conflicts with off-duty plans and commitments already scheduled by employees;
- Personal emergencies.

Seniority and Scheduling of Overtime. Each department shall maintain and post a class seniority list. All scheduled overtime work shall be offered in order of greatest departmental or divisional classification seniority to employees able to do the work and normally assigned those duties. Employees shall be offered scheduled overtime work on a rotational basis from that list, ~~the first employee on the list being offered overtime first.~~ If an employee declines the overtime, the subsequent employee on the list shall be offered the overtime, etc., until all employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work, the City shall assign overtime on a rotational basis in inverse order of the class seniority list.

Overlapping Work Shift. Those overtime assignments that overlap the end of the work shift will first be assigned to the employees who are performing the work at the end of the regular shift.

Voluntary Overtime. Employees willing to work voluntary overtime may post their name on a roster for that purpose. These rosters may then be used to assist employees who wish to obtain a qualified replacement for overtime work. Replacement is subject to approval of the supervisor and is to be at no additional cost to the City.

16.4 – Compensatory Time

~~Compensatory Time ("comp time") may be accrued for overtime hours, at the rate of one and one-half (1½) hours for each hour of time worked, in lieu of overtime pay at the employee's written request to the Department Director or his/her designee. The employee shall not be unreasonably denied.~~

~~Accrual and Use of Compensatory Time. Comp time may be used in increments of one-hour segments. Beginning July 1, 2017 all accrued Compensatory Time will be paid out in a lump sum annually following the first pay period of the fiscal year, subject to availability of funds. Upon separation from the City, employees shall receive payment for accrued but unused compensatory time.~~

16.516.4 – Emergency Duty

In cases of declared emergency by the City Manager or his or her designee, in writing, employees will work when so requested. In special cases, an emergency may be declared by the Department Director and require work from employees when so requested.

Overtime: Employees shall receive ~~emergency~~ overtime pay in accordance with overtime pay provisions identified in this contract.

Emergency Duty While on Vacation: Employees who agree to work while on authorized vacation during a declared emergency shall have the option of receiving pay for the hours they were scheduled for vacation in addition to the hours they actually work, or choose not to utilize their vacation and receive only pay for hours they actually work, at the employee's discretion.

ARTICLE 17
STAND-BY, ON-CALL, AND CALLBACK TIME

17.1 – Assignment of Stand-By and On-Call Duty

The City reserves the right to determine the need and assignment of stand-by time and on-call duty. Employees will have the opportunity to volunteer or exchange ~~a for~~ stand-by ~~assignment~~ prior to it being made a required assignment. The employee must notify their supervisor as soon as possible, but by the end of the previous shift of an exchange with another employee for assigned stand-by.

Stand-By Duty. Stand-by duty is scheduled work ~~in excess of 40 hours~~ (exclusive of eating and sleeping hours) ~~outside of the employee's regular work hours~~ that severely restricts the employee's whereabouts to a designated post, ~~most of the time~~ being spent not in work but in readiness to perform work. Stand-by duty is defined under the FLSA ~~in 5 CFR Section 551.431~~ which states that an employee will be considered on duty and time spent on stand-by duty shall be considered hours ~~of work~~ ed if:

- a. The employee is restricted to a City facility, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
- b. The employee, although not restricted to a City facility:
 - Is restricted to his or her living quarters or designated post of duty;
 - Has his or her activities substantially limited; and
 - Is required to remain in a state of readiness and respond to perform work.

Maintenance of Physical and Mental Capacity. Employees, when on assigned stand-by time, are required to maintain the same required physical and mental capacity that is required during regular scheduled work hours.

Failure to Respond. An employee on designated stand-by duty is subject to disciplinary action for failure to respond to a callback.

Stand-By Assignments. Stand-by assignments for bargaining unit employees shall be rotated beginning with the employee with the most class seniority. The City, through the Department Director or his/her designee shall assign, in writing, stand-by time to employees on the basis of the need for stand-by time as determined by each department.

Stand-By Pay. Employees assigned to stand-by time status shall receive a pay differential of thirty-five percent (35%) of the employee's base rate of pay for each three (3) hours of straight time pay for each eight (8) hour period outside of the employee's regular work hours on approved stand-by duty. Stand-by time shall not be considered time worked for the purpose of computing overtime payment. Approved stand-by status shall be recorded on timesheets to ensure accurate compensation.

17.2 – On-Call Status

"On-call" means an off duty unpaid status in which an employee is to be available to perform irregular or occasional overtime work, if necessary. The employee may leave his/her quarters or home as long as he/she can be reached by phone. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work ed if:

- The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted;

- The employee is able to refuse the call-back request with no adverse consequence including but not limited to informal and formal discipline; or
- The employee is allowed to make arrangements such that another person will perform any work that may arise during the on-call period.

17.3 – Callback

Callback time shall be defined as any circumstance where an employee responds to an emergency call and returns to a work site outside his/her normal working hours without advance notice, or has been instructed by an individual authorized by the Department Director or his/her designee to return to the work site to perform assigned duties during an off-duty period.

Callback compensation shall be paid to non-exempt employees in the form of paid time ~~or compensatory time~~ for irregular or occasional work performed when the employee is called back from an off-duty status ~~or on a day on which no work was planned~~.

A non-exempt employee called back to work, in addition to his/her normal work schedule, will be paid for a minimum of two (2) hours or the actual time worked, including travel time, whichever is greater. Once called back to work, employee shall respond as quickly as possible, not to exceed one and one-half (1.5) hours. In the event employee is not able to report within the one and one half hour timeframe, employee shall contact their contacting supervisor and inform them of the delay. Overtime will be paid on hours worked in accordance with the provisions of the Fair Labor Standards Act. This provision will not apply if the overtime immediately precedes or immediately follows the regular work shift. The employee may not receive both stand-by duty pay and callback pay when called back to work. Approved callback time shall be recorded on timesheets to ensure accurate compensation for callback time.

ARTICLE 18

TRAINING AND DEVELOPMENT

18.1 – Commitment to Training and Development

The City and the Union agree that the primary function of training is to assure the optimum use of human resources in attaining organizational needs and, when feasible, to provide career development opportunities to employees. The parties further recognize that development of employee's knowledge, skills, and abilities through effective training and education is an important factor in maintaining efficient operations. The City shall determine employee training and education needed to meet workforce needs. Employees' participation in training and education programs and courses shall be based on City needs, and shall be fair and equitable.

Employees will be granted duty time, when appropriate, to participate in approved programs or courses. The City agrees to comply with all laws, rules, and regulations regarding training, including but not limited to the Fair Labor Standards Act.

18.2 – Employee Initiative

Employees are encouraged to take advantage of training and educational opportunities that will enhance skills and qualifications needed to increase efficiency in the performance of their duties and responsibilities and for possible advancement within the City.

18.3 – Announcements

The City agrees to provide all employees with information on available training, educational, and career enhancement opportunities offered by the City. Employees will be advised of the requirements, if any, to enter such training programs.

18.4 – Record of Training

A record of satisfactorily completed formal training courses will be filed in each employee's official personnel file, maintained in the Human Resources Department within a reasonable time after such training is completed. The employee is responsible for furnishing information of training that has been accomplished or completed if he/she wants it to be included in the file.

18.5 – Funding

The City shall continue to provide training and education subject to the availability of funds and shall determine the methods and means to provide the training.

18.6 – Tuition / Certifications Reimbursement Program

The City shall continue the education tuition assistance program, including trades certifications, for bargaining unit employees provided sufficient funds are budgeted and available.

ARTICLE 19

LEAVE BENEFITS

19.1 – Sick Leave

~~Sick leave shall accrue at the rate of eight (8) hours per month.~~ Employees will be eligible to use sick leave benefits from their date of hire. Employees who exhaust their sick leave may use vacation time or may be granted leave without pay for up to ninety (90) days. In the event of serious illness to members of the immediate family, Human Resources may grant leave to the employee in accordance with the Family and Medical Leave Act (FMLA), to be charged to the employee's appropriate leave account.

Sick leave shall accrue at the rate of eight (8) hours per month for full-time employees. Part-time employees who work an average of twenty (20) hours or more per week shall accrue sick leave as provided for full-time employees, but prorated by the number of hours regularly scheduled for the part-time employee. Part-time employees working an average of less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave conversion:

- Full-time employees who use no more than ~~thirty-two (32)~~ forty (40) hours of sick leave during a calendar year (January 1 through December 31), leave without pay or other unscheduled leave during the calendar year, may convert eight (8) hours of sick leave to vacation.
- Full-time employees who use no more than ~~thirty-two (32)~~ twenty-four (24) hours of sick leave during a calendar year (January 1 through December 31), leave without pay or other unscheduled absence, during the calendar year, may convert sixteen (16) hours of sick leave to vacation.
- Full-time employees who use no more than sixteen (16) hours of sick leave during a calendar year (January 1 through December 31), leave without pay, or other unscheduled absence, during the calendar year, may convert thirty-two (32) hours of sick leave to vacation.
- ~~Part-time employees are eligible to participate in this incentive plan on a pro-rated basis.~~ Part-time employees who use no more than 16 hours of sick leave during a calendar year (January 1 through December 31), leave without pay, or other unexcused absence during the calendar year may convert 4 hours of sick leave to vacation.
- Part-time employees who use no more than 12 hours of sick leave, leave without pay, or other unexcused absence during the calendar year may convert 8 hours of sick leave to vacation.
- The additional vacation time converted under this policy will be credited in January of each year for the period of covering the preceding twelve (12) calendar months.
- To be eligible to participate, employees must have been employed as an active employee for the complete calendar year.

An employee who becomes ill while on vacation leave may convert the period of illness or disability from vacation to sick leave in the current pay period with approval of the Department Director provided he/she has sufficient sick leave accrued. If the request is for leave conversion during a pay period that has already been processed, the employee must submit a written request through the Department Director to the Department of Human Resources, within one week after returning to work. The City may require a statement from the attending physician verifying the illness or disability.

If an employee suffers a death in the immediate family while on sick leave, the amount of time may be applied to Bereavement leave in accordance with this Article. The employee must notify the Department Director and the Department of Human Resources, in writing, within one week after returning to work.

Employees may request sick leave benefits for absences caused by disabling illness or injuries and for medical appointments, i.e., appointments for doctors, dentists, physical therapists, etc. Complications relating to pregnancy will be treated as any other temporary disability.

The Employer may require an employee to furnish a physician's statement for sick leave taken for three (3) consecutive days or more or at any time if a pattern of sick leave or of excessive absenteeism has been demonstrated over the most recent 12-month period (excluding FMLA absences).

Illnesses, medical disabilities, or medical appointments in the employee's immediate family, which require the employee's absence from work, may be charged to the FMLA and employee's sick leave benefits.

Payment of accrued sick leave benefits may continue to an employee who is released to return to work on a part-time basis while recuperating from the disability, but in no case may the combined payments be greater than the employee's usual weekly rate of pay, excluding overtime.

If the City has a reasonable concern about the first medical opinion, the City may require and pay for a second opinion. If the City physician's opinion disagrees with that of the employee's physician, the employee may schedule and pay for a third opinion. The third opinion shall prevail. Employees who have been absent due to a disabling illness or injury will be required to provide a statement from the physician releasing them to return to their normal duties.

19.2 - Sick Leave Benefits Upon Separation in Good Standing

Employees hired after April 1, 2021:

1. An employee, after serving ten (10) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 160 hours.
2. An employee, after serving fifteen (15) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 240 hours.
3. An employee, after serving twenty (20) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 320 hours.
4. An employee, after serving twenty-five (25) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 480 hours.

Employees hired before April 1, 2021, may choose either the prior option or the following (if eligible):

1. An employee, after serving ten (10) with the City of Rio Rancho, upon retiring under PERA, shall be eligible to convert available sick leave hours to vacation using the following conversion rates:
 - a. The first 250 hours may be converted at a ratio of 4:1, i.e. four (4) hours of sick leave to one (1) hour of vacation;
 - b. The second 250 hours may be converted at a ratio of 2:1; and

c. An additional 500 hours may be converted at the ratio of 1:1 for a maximum of 1,000 sick leave hours converted to 687.5 hours of vacation leave.

2. An employee, after serving fifteen (15) years with the City of Rio Rancho, may convert sick leave to vacation leave at the same rates set forth above upon separation from the City in good standing.

19.2 – Family and Medical Leave

19.3 - Family and Medical Leave

An employee who has been employed for at least twelve (12) months and who has worked a minimum of 1250 hours during that year may request a medical leave of absence ~~for personal or family illness, or for the birth or placement of a child for adoption or foster care~~ for up to twelve (12) weeks in any consecutive twelve (12) month period of time in accordance with the provisions of the Family and Medical Leave Act ~~of 1993~~. In the case two employees are married, both may request their twelve (12) weeks, either together or separately.

The twelve (12) weeks of leave do not need to be consecutive, but may be taken as necessary subject to the following conditions. In the absence of eligibility to use accrued sick leave, the employee may use other paid leave for this period. Otherwise, such hours will be deemed leave without pay. Upon determination of the need for such leave, the employee must provide to the Human Resources Department a statement from the treating physician or other appropriate official verifying the reason for the leave and indicating the estimated length of the leave. Where foreseeable, this notice shall be provided at least thirty (30) days in advance of the leave. Employees will be eligible to maintain their benefits during the leave of absence provided they continue to pay the employee portion of the premium to the City on a timely basis.

19.3 – Occupational Illness or Injury

19.4 – Occupational Illness or Injury

The City shall provide full regular pay to employees injured on the job for the entire seven (7) calendar day waiting period as described under the NM Workers' Compensation Act, provided the absence is authorized by the City's workers' compensation administrator. The pay will continue until the commencement of temporary total or partial disability, or the employee's return to work, whichever is earlier. The pay will be provided without deductions from the employee's accrued leave or the leave bank. If the employee is disabled for more than thirty (30) days and the City's workers' compensation insurer makes payment for the waiting period, then the employee will surrender that check to City as reimbursement for the previous payment made.

For the duration of the disability, the employee may continue to use accrued sick leave, integrated with Workers' Compensation benefits, in order to receive 100% of usual weekly compensation, excluding overtime. All payments and procedures shall be made in accordance with the provisions of the New Mexico Workers' Compensation Act. All other conditions are in accordance with the Article.

19.4 – Bereavement Leave

19.5 – Bereavement Leave

The parties recognize the need of employees for time off in the event of a death in their family as defined herein. Employees shall notify their supervisor or department director of their need for Bereavement leave and specify the relationship of the family member. In the event of the death of an employee's family member, three (3) days leave with pay shall be granted. Family members shall be defined as: parent, stepparent, sibling, spouse or domestic partner (affidavit must be on file), child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparent, great grandchild, niece/nephew, and aunt/uncle. Vacation leave or leave without pay may be allowed for an employee to attend the funeral of a relative not included in the aforementioned family group. Such requests shall not be unreasonably denied. In the event of the death of a colleague within the City, an employee may take Bereavement leave, not to exceed three (3) hours, for the time required to attend the funeral. If requested, employee shall produce documentation in regards to the death and familial relationship.

If an employee provides documentation from a doctor that a serious illness, including but not limited to a possible death situation exists in the employee's immediate family, Human Resources may grant appropriate leave to the employee in accordance with the Family and Medical Leave Act, if requested by the employee.

If out-of-state travel is required to attend the funeral of a family member as defined herein, the department director will grant two (2) additional days of absence with pay. Additional time off may be requested and the granting of such requests will be at the discretion of the department director. Such requests shall not be unreasonably denied. The additional time off may be charged to other paid leave or taken as leave without pay.

Full-time employees will be paid at their straight time rate. Part-time employees, who work an average of twenty (20) or more hours per week, will be paid for the hours they were scheduled to work but did not due to the death of the family member.

19.5 – Court Duty

19.6 – Court Duty

The parties acknowledge the obligations of employees to serve when called as a juror or witness in court. Employees must notify the supervisor or department director and the Department of Human Resources upon receipt of the notice of jury duty or subpoena to report to court. Full-time employees and part-time employees who work an average of twenty (20) or more hours per week will be paid at their straight time rate for the hours they were scheduled to work, but did not work, due to the court appearance. In addition, any fees or allowances paid to the employee as a result of jury duty, litigation-related testimony or statements (except for reimbursement for travel and actual out-of-pocket expenses) for which payment was made by the City to the employee, shall be remitted to the City Treasurer, but not to exceed the base wages paid to the employee. When an employee is released from court service, temporarily or permanently, the employee shall return to work to complete the remaining hours of the workday.

Appearances in court related to personal matters (not job related matters) or in personal actions against the City are not compensated under this Article. Such time off as may be required may be charged to other paid leave or must be taken as leave without pay.

19.6 – Voting

19.7 – Voting

The parties consider the casting of one's ballot in all elections both a right and a duty of the individual. Therefore, employees are encouraged to register and to vote in all elections. State law allows employees up to two (2) hours of absence during normal working hours, excluding the lunch hour, for the purpose of casting ballots in general, primary and special elections. Employees will be granted this time, up to a maximum of two (2) hours with pay; however, employees are not entitled to this time off if the normal starting time is more than two (2) hours after the polls open or if the normal quitting time is more than three (3) hours prior to the closing of the polls. Leave for local elections will also be administered in accordance with this Article. Employees who wish to exercise the right to vote during working hours must advise the supervisor or department director in advance of Election Day in order for the period of absences to be scheduled to assure a smooth flow of work. The supervisor or department director may require an employee to reschedule the time off if the requested time would disrupt the conduct of City business. Verification of registered status and voting may be requested or obtained.

19.7 – Personal Leave

19.8 – Personal Leave

~~Consistent with Article 20, B,~~ bargaining unit employees shall be allowed to use their appropriate accrued leave time as needed for emergency use without prior notice. The employee should notify his/her supervisor as soon as possible about any use of leave time for an emergency situation. Requests by employees to use accrued leave ~~or compensatory time~~ for unanticipated personal and/or family events shall not be unreasonably denied. This time may be used in increments of one-hour segments or more as needed, and shall be considered an excused absence.

19.8 – Administrative Leave

19.9 – Administrative Leave

In the event the City grants paid administrative leave to bargaining unit employees, those hours shall be counted as time worked for the purpose of computing overtime. Employees who are required to work during those hours approved by the City Manager as administrative leave shall be granted an equivalent number of administrative leave hours to be taken at a later date. In the event that a declared starting time is authorized and deemed chargeable to administrative leave, any employee who is scheduled for work and unable to report due to weather related conditions, may use the same number of administrative leave hours as the City Manager authorized. All other hours shall be charged to the employee's accrued balance.

19.9 19.10 – Leave Bank-Donation Program

~~The Leave Donation Bank-Program is a leave-sharing program established to assist eligible employees who need to be absent from work for a prolonged period of time, but who have exhausted their respective leave (all paid time off) accounts. This program is intended to assist employees who experience serious medical hardships or catastrophic illnesses or injuries, or who need time off to care for an immediate family member who suffers from a serious medical hardship or a catastrophic illness or injury. Only employees who have donated an initial amount of four (4)~~

hours from their respective annual leave balances and, two (2) hours thereafter annually, during a fiscal year shall be eligible to utilize the Leave Bank during that same fiscal year.

Definitions

- Certification of Health Care Provider – Certification issued by an authorized health care provider using the current FMLA form
- HIPAA – The Health Insurance Portability and Accountability Act is a Privacy Rule which assures that an individual's health information is properly stored and protected. The City is obligated not to disclose individual health care information to another person except in limited circumstances as HIPAA and related laws have prescribed.
- Immediate Family – An employee's spouse, domestic partner (must have domestic partner affidavit on file) children (includes stepchildren, adopted and foster children) and parents, or if the employee is the primary custodian, caregiver, or medical power of attorney for grandchildren, grandparents, or siblings. To be eligible for Leave Bank Donation hours, employees shall provide legal documentation which establishes or confirms primary custody, caregiver status, or medical power of attorney status.

•

Eligibility

- ~~Within thirty (30) days of hire or rehire, employees who wish to be eligible to utilize the Leave Bank shall make an initial donation of four (4) hours of annual leave; and, to remain eligible each year thereafter, they shall donate annually two (2) hours of annual leave during the first pay period of each fiscal year.~~
- ~~To be eligible to utilize the Leave Bank, current employees who did not donate four (4) hours of annual leave in either 2016 or 2017 shall donate initially four (4) hours of annual leave from their respective leave balances; and to remain eligible each year thereafter, they shall donate annually two (2) hours of annual leave during the first pay period of each fiscal year.~~
- ~~If employees do not have the requisite hours to donate during the first pay period of each fiscal year, they become ineligible, and may rejoin at any time by donating four (4) hours of annual leave.~~
- ~~Contribution requirements from employees may be suspended or modified if the Leave Bank balance reaches 5,000 hours and contributions shall be reinstated whenever the balance drops below 1,000 hours.~~
- ~~Any employee who wishes to discontinue Leave Bank eligibility shall notify the Human Resources Department in writing.~~
- ~~All annual leave donations made to the Leave Bank are nonrefundable.~~
- Any request to utilize the Leave Bank Donation Program 1) shall be made in writing; 2) shall include any and all requisite medical documentation; and, 3) shall be delivered to the Human Resources Benefits Administrator.
- Eligible employees who meet or whose eligible dependent meets all requirements for a serious health condition, as defined by FMLA, and who submit a complete Certification of Health Care Provider form to Human Resources ~~will receive assistance~~ are eligible for donated leave.

~~Eligible employees whose illness does not meet FMLA standard may submit with a request for Leave Bank hours along with a health care provider's written description and confirmation of an injury, illness, or condition; and may receive up to but not more than forty (40) Leave Bank hours over twelve (12) months following the date the request is received.~~

Limits

- No employee is eligible to receive any Leave Donation~~Bank~~ hours unless or until all of that employee's sick, vacation, comp and other paid leave has been exhausted.

- No employee shall be eligible to receive more than one hundred sixty (160) Leave Donation Bank hours (prorated i.e. 160/hrs-1.0 FTE, 80/hrs-.5 FTE) during the twelve (12) months following the date the employee had requested Leave Donation Bank hours.
- No employee shall be eligible to receive more than the cumulative total of three hundred twenty (320) Leave Donation Bank hours during the entire course of the employee's career with the City. If, due to extenuating circumstances, the employee requests more than 320 leave ~~bank donation~~ hours during their career with the City, such requests will be reviewed by the HR Director and considered for approval on a case-by-case basis.
- Whenever an employee's illness or injury is covered by workers' compensation insurance, that employee is not eligible to receive any Leave ~~Bank~~ Donation hours in any combination of the employee's weekly worker's compensation benefit that exceeds the employee's regular wages.
- Under no circumstance shall any employee be eligible to receive Leave ~~Bank~~ Donation hours for absences occurring after any date certified or confirmed by the medical provider.
- No employee shall accrue any paid leave or earn any holiday pay during any continual absence covered by Leave ~~Bank~~ Donation hours.
- Donations will be solicited from bargaining unit members and converted based on the donating and receiving employee's base rate of pay.
- Unused donated leave will revert back to the employees donating the leave.

19.10 19.11 – Personal Leave without Pay

An employee may be granted a personal leave of absence by the City Manager without pay for a period not to exceed ~~nine (9) months~~ twelve (12) weeks excluding FMLA. Employees who choose to return to the City prior to the ~~nine (9) month~~ twelve (12) week period, before or at the end of the leave of absence will be returned to their former position with no loss of seniority. The City shall return the employee to their former status and pay, including general wage increases paid to employees of the bargaining unit during the leave without pay period. The City reserves the right to hire a temporary employee for the full term of leave granted an employee under this Section. An employee shall not accrue vacation or sick leave while on leave without pay status. Human Resources shall determine eligibility for continuation of benefits such as PERA contributions or health insurance in accordance with applicable state and federal laws and governing contracts.

19.11 19.12 – Military Leave

Employees who are members of Armed Forces, Reserve component, or National Guard unit shall be granted military leave of absence for all required military duty including examinations, drills, training and emergency obligations as required by law. ~~Regular full-time employees and part-time employees will be granted the equivalent of 15 working days (prorated; 120 hrs/1.0 FTE, 60 hrs/.5 FTE) of paid military leave from October 1st through September 30th of each year. Should the employee's obligation be extended for an additional 15 days, the employee shall provide the new military orders and the employee will be granted an additional 15 working days of paid military leave. The maximum paid military leave is 30 working days from October 1st through September 30th of each year.~~

ARTICLE 20

VACATION AND HOLIDAYS

20.1 – Vacation

~~All regular employees and employees serving their introductory period earn and are eligible to use paid vacation from the date of hire.~~

Full-time employees shall accrue vacation ~~from their date of hire. Such vacation shall be credited~~ for each bi-weekly pay period in which the employee receives pay in accordance with the following schedule:

- From the date of hire through ~~four years~~end of year three – 80 hours (10 days) per year;
 - ~~Fourth~~ through ~~ninth-tenth~~ year – 120 hours (15 days) per year;
 - ~~Tenth-Eleventh~~ through fourteenth year – 160 hours (20 days) per year;
 - Fifteenth year and up – ~~8 additional hours (1 day) for every two (2) subsequent years served.~~200 hours (25 days) per year
- _____

Part-time employees who work twenty (20) or more hours per week shall accrue vacation on the same basis as regular full-time employees, but prorated by the number of hours regularly scheduled for the part-time employees. ~~Bargaining unit employees shall work a minimum of twenty (20) hours per week.~~ Part-time employees who work less than twenty (20) hours per week are not entitled to vacation benefits.

No employee will be granted vacation in excess of the amount accrued. Employees may not carry over more than ~~280~~three hundred twenty (320) hours of accrued vacation time from one fiscal year to the next.

Employees shall submit a written request for vacation to their supervisor or department director fourteen (14) calendar days in advance of the dates desired. ~~T,~~ the department director or supervisor may waive the fourteen day notice requirement. Employees wishing to exercise their seniority (department seniority) to guarantee their vacation scheduling must submit their leave requests in the month of January each year. After the month of January, requests for vacation or leave without pay shall be considered on a first come first served basis; however, when more than one (1) employee has requested the same leave time off at the same time, the supervisor shall grant approval of leave based on department seniority. Approval of leave requests will be based upon business necessity and operational needs.

~~Consistent with Article 19, b~~ Bargaining unit employees shall be allowed to use their appropriate accrued leave time as needed for emergency use without prior notice. The employee should notify his/her supervisor as soon as possible about any use of leave time for an emergency situation. Requests by employees to use accrued leave ~~or compensatory time~~ for unanticipated personal and/or family events shall not be unreasonably denied. This time may be used in increments of one-hour segments or more as needed, and shall be considered an excused absence.

Upon termination of employment for any reason, the employee shall be paid for all vacation accrued up to a maximum of ~~280~~three hundred twenty (320) hours, but not taken as of the last day worked. The employee may, however, choose to use accrued vacation toward early retirement, in accordance with PERA and other applicable regulations as administered through Human Resources.

Holidays that occur during an employee's vacation will not be charged to vacation.

If an employee suffers a death in the family while on vacation, bereavement leave, ~~as defined in Article 19,~~ may be substituted for the vacation leave. The employee must notify the department director and the Human Resources Department in writing within one (1) week of their return to work.

20.2 – Holiday Observance

Holiday Schedule. ~~The Governing Body shall approve the date of observation for the holiday schedule each year.~~ The holiday schedule to be observed by the bargaining unit employees is as follows, to include any additional approved by the Governing Body:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus-Indigenous People's Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day

This list of holiday observations will be posted in each department.

20.3 – Religious Observances

~~Whenever possible, the City will grant appropriate leave to an employee requesting time off to meet religious observance commitments. Requests for leave to observe religious obligations will not be unreasonably denied. Employees requesting to leave for religious observances shall follow the procedures for requesting vacation leave. Such time will be charged to accrued vacation leave or leave without pay at the employee's discretion.~~

20.4 – Holiday Pay

- If an actual designated holiday falls on Saturday or Sunday, the holiday will be observed on the day approved by the governing body.
- Full-time employees who do not work on observed designated holidays shall be paid holiday pay at their straight time rate for the holiday hours. Employees required to work on observed designated holidays will be paid holiday pay plus time and one half (1 ½) for the hours worked. PERA credit will be administered as per PERA regulations.
- Part-time employees who work twenty (20) hours or more per week shall receive holiday pay, pro-rated based on hours worked, if an observed designated holiday occurs during their scheduled working hours. Part-time employees, who work twenty (20) hours or more per week, required to work on observed designated holidays will be paid holiday pay plus time and one half (1½) for the hours worked. Employees who work less than twenty (20) hours per week will not be paid holiday pay.
- If an employee is on paid leave on an observed designated holiday, no deduction will be made from the applicable leave.
- If an employee works on an actual designated holiday that is different from the observed designated holiday, employee will be paid at their straight time rate plus one half (1 ½) for the hours worked.

ARTICLE 21
PERFORMANCE MANAGEMENT

21.1 – Performance Management

The City and the Union recognize and endorse the concept that performance management is a continuous process by which managers and supervisors provide performance feedback, performance improvement coaching, and performance counseling for the purpose of improving and correcting employee and work unit performance. In the interest of strengthening supervisor-employee relationships, supervisors will discuss employee work performance or work deficiencies with the involved employee(s) on a timely basis. Formal performance evaluations shall continue to be conducted on a yearly basis.

21.2 – Performance Evaluation

Performance evaluations sshall be administered in accordance with applicable Citylaws, regulations, and internal guidelines.

21.3 – Grievances

Union members shall retain the right to grieve formal annual performance evaluations up to Step III of the grievance procedure.

ARTICLE 22

BENEFITS

The City, through the Human Resources Department, shall review all employee benefit packages annually, and shall meet and confer with the Union whenever changes in benefits coverage or carriers are anticipated. The Union shall name a representative(s) to serve on employee committees appointed to review and make recommendations to the City regarding vendor bids submitted in response to RFPs for employee benefits. All contributions for employee benefits are subject to funding appropriations.

22.1 – Medical

The City offers two types of medical benefit plans for all bargaining unit employees to be chosen at the employee's discretion.

1. Copay Plan: The City will pay an amount equivalent to eighty (80%) percent of the cost of the purchase of the group medical insurance.
2. High Deductible Health Care Plan: The rates are determined by the Plan as approved by the Employee Benefits Committee on an annual basis.

22.2 – Dental, Life Insurance, and Accidental Death and Dismemberment

The City shall provide dental, life insurance, and accidental death and dismemberment to the bargaining unit employees at the eighty (80%) percent of the benefit premiums.

22.3 – Optical Insurance

The City shall continue to provide optical discount packages to the bargaining unit employees.

~~22.4 – Pre-Paid Legal~~

~~The City shall contract with a firm to provide pre-paid legal benefits. Employees may subscribe to this insurance at the rates prescribed by the pre-paid legal firm.~~

~~22.5~~22.4 – Tool Replacement

The City shall receive via electronic media (CD/DVD/Flash Drive), from each employee covered under this Section, annually, by January 30th, dated photographs clearly showing the entire contents of the mechanics' toolbox. In addition to the photographs, the mechanic shall have a notarized inventory list with the make of each tool. Only the tools approved for use by the City on the tool approval form and shown in these photos and on the notarized inventory list will be considered for tool replacement due to theft or natural disaster. If a police report is filed showing the theft of tools due to forcible entry or in the event of a natural disaster whereby the employee completes, and signs, an inventory of tools destroyed and receives the Division Manager's approval, the City will cover up to \$60,000 replacement value limit per occurrence, with a ~~\$500~~\$1750 deductible per incident. The payout will be offset by any other source of insurance reimbursement; personal or City insurance. The City agrees to provide additional security measures, such as monitored alarm systems, for the buildings in which mechanics' and City tools are located.

22.622.5 – Tool Allowance

The City shall provide an annual \$4300 tool allowance for new tools at the beginning of the fiscal year to Fleet Maintenance Mechanics, Heavy Equipment Mechanics, and Park Equipment Technicians who are members of the bargaining unit and are required to provide their own tools to perform their duties. Receipts for all tools must be submitted to the Financial Services Department for inventory and tax reporting purposes.

22.722.6 – Maintenance of Benefits

Payment of City's share of benefits shall be maintained during all approved paid leave.

22.822.7 – Retirement Benefits

City shall pay seventy-five (75%) percent of all bargaining unit employee contributions to the Public Employees Retirement Association (PERA). In addition, the right of bargaining unit employees to participate in the International City/County Management Association – Retirement Corporation deferred compensation plan shall continue.

~~An employee after serving ten (10) or more years but less than 24 years as a City of Rio Rancho employee, who has accumulated sick leave at the time of his/her PERA-eligible retirement from the City, shall be eligible to convert those hours to vacation to allow the employee to retire at an earlier date under the following conditions:~~

- ~~a. The first 250 hours may be converted at a ratio of 4:1, i.e. four (4) hours of sick leave to one (1) hour of vacation;~~
- ~~b. The second 250 hours may be converted at a ratio of 2:1; and~~
- ~~c. An additional 500 hours may be converted at the ratio of 1:1 for a total of 1,000 hours maximum converted.~~
- ~~d. The cash payments will be made on a bi-weekly basis not to exceed the employee's regular rate of pay.~~

~~An employee, after serving fifteen (15) years with the City of Rio Rancho may convert sick leave to vacation leave at the same rates set forth above upon separation from City employment in good standing.~~

~~An employee after serving 24 or more years as a City of Rio Rancho employee covered under PERA who has accumulated sick leave, shall be eligible to convert up to 1000 hours of sick time to vacation time at a 1:1 ratio when the employee is eligible to retire under PERA.~~

~~In no circumstances shall the employee be allowed to convert more than 1,000 hours of sick time to vacation.~~

22.922.8 – Retiree Health Benefits

~~If the City provides retiree health care benefits to employees, the City shall pay all buy-in costs and the City and employees shall contribute as determined by the State Retiree Health Care Authority Board (State Retiree Health Care Act NM 2-81)-law.~~

22.1022.9 – Specialty Pay for Building Inspectors

Building inspectors are required to inspect commercial and residential buildings and to have both residential and commercial certifications for their respective positions. If a building

inspector obtains an additional certification which is relevant but beyond the position's minimum requirement, the inspector is eligible to receive Specialty Pay that is 5% above the inspector's base salary for each such additional certification that is valid and current, up to a cumulative maximum of 20% Specialty Pay above base salary. "Base salary" shall not include any Specialty Pay. If any additional certification becomes expired, revoked, or suspended, then the Specialty Pay corresponding to that certification shall cease. All inspectors shall notify their respective supervisors immediately upon expiration, revocation, or suspension of any certification for which they receive Specialty Pay. Please note that for the purposes of this section, the term "Inspector" is a general term and is meant to include only the following specialties: Building, Plumbing, Mechanical, and Electrical inspectors. **The intent of Article 22.10- 22.9 is to provide specialty pay only when an Inspector who is hired in one specialty obtains a second (or third or fourth) specialty, as specified in the below chart:**

<u>Inspectors</u>	License or Certification required by the Position Description & included in base pay	Additional percentage of salary added to base when additional certifications are acquired. To be eligible for the additional pay, certifications must comply with State of NM, IAPMO, or other regulatory requirements		
Building Inspector (position # 12078)	State of NM General Construction Inspector Certification. Both National <u>residential</u> and <u>commercial</u> Construction Inspector Certifications.	<u>Plumbing</u> 5% for residential; 5% for commercial (10% for both).	<u>Mechanical</u> 5% for residential; 5% for commercial (10% for both).	<u>Electrical</u> 5% for residential; 5% for commercial (10% for both).
Mechanical/ Plumbing Inspector (position # 12101)	A State of NM Certification and IAPMO Plumbing or Mechanical certification for both <u>residential</u> and <u>commercial</u>	<u>Building</u> 5% for residential; 5% for commercial (10% for both).	<u>Plumbing or Mechanical</u> 5% for residential; 5% for commercial (10% for both).	<u>Electrical</u> 5% for residential; 5% for commercial (10% for both).
Electrical Inspector (position # 12100)	Journeyman's License EE98J. Both ICC <u>residential</u> and <u>commercial</u> electrical certification and NM electrical Inspector certification	<u>Plumbing</u> 5% for residential; 5% for commercial (10% for both).	<u>Mechanical</u> 5% for residential; 5% for commercial (10% for both).	<u>Building</u> 5% for residential; 5% for commercial (10% for both).

22.1122.10 – Specialty Pay for Mechanics

Specialty Pay for Mechanics is provided when certifications are earned per the following chart:

<u>Mechanics</u>	<i>Additional percentage of salary added to base</i>
Vehicle & Equipment Mechanic (C)-II or Vehicle & Equipment Mechanic (D)-II	Each certification will entitle the Mechanic to 2% Specialty Pay for up to 15 certifications, for a total of up to 30% Specialty Pay. <u>Qualifying Certifications:</u> These National Institute for Automotive Service Excellence (ASE) tests, when passed, qualify for additional Specialty Pay. No other certifying organizations or tests will be considered for Specialty Pay (i.e., tests taken during Military service). <u>Automobile & Light Truck Certifications:</u> • Engine Repair (test A1) • Automatic Transmission/Transaxle (test A2) • Manual Drive Train & Axles (test A3) • Suspension & Steering (test A4) • Brakes (test A5) • Electrical/Electronic Systems (test A6) • Heating & Air Conditioning (test A7) • Engine Performance (test A8) • Light Vehicle Diesel Engine (test A9) <u>Truck Equipment Certification (E1 – E3)</u> • E1 – Truck Equipment Installation & amp • E2 – Electrical/Electronic Systems Installation & amp • E3 – Auxiliary Power Systems Installation & amp <u>Advanced Engine Performance Specialist Certification</u> • L1 Advanced Engine Performance Specialist Certification <u>Electronic Diesel Engine Diagnosis Specialist Certification</u> • L2 Electronic Diesel Engine Diagnosis Specialist Certification <u>Light Duty Hybrid/Electric Vehicle Specialist Certification</u> • L3 Light Duty Hybrid/Electric Vehicle Specialist Certification <u>Advanced Driver Assistance Systems (ADAS) Specialist Certification</u> • L4 Advanced Driver Assistance Systems (ADAS) Specialist Certification <u>Medium-Heavy Truck Certification Tests (T1 – T8)</u> • T1 – Gasoline Engines (50 scored questions) • T2 – Diesel Engines (55) • T3 – Drive Train (40) • T4 – Brakes (50) • T5 – Suspension & amp; Steering (50) • T6 – Electrical/ Electronic Systems (50) • T7 – Heating, Ventilation & amp; Air Conditioning (HVAC) (40) • T8 – Preventive Maintenance Inspection (50) <u>Approved Emergency Vehicle Technician Certifications</u> <u>FIRE APPARATUS TECHNICIAN</u> • F1 Maintenance, Inspection, and Testing of Fire Apparatus • F2 Design & amp; Performance Standards of Fire Apparatus • F3 Fire Pumps & amp; Accessories • F4 Fire Apparatus Electrical Systems • F5 Aerial Fire Apparatus • F6 Allison Automatic Transmissions <u>AMBULANCE TECHNICIAN</u> • E-0 Maintenance, Inspection, and Testing of Ambulances • E-1 Design & amp; Performance of Ambulances • E-2 Ambulance Electrical Systems • E-3 Ambulance Heating, Air-conditioning, & amp; Ventilation • E-4 Ambulance Cab, Chassis, and Powertrain <u>Law Enforcement Vehicle Installation Technician Requirements</u> • E-4 Ambulance Cab, Chassis, and Powertrain

22.1222.11 – Specialty Pay Provisions

Cost to obtain the additional certifications/licenses. All costs to obtain an additional certification or license (books, training courses and tests) must be borne by the employee.

Responsibilities and Administration. To be eligible for the Specialty Pay, employee must submit a form to their Department Head that indicates the date the license or certification was obtained and the expiration date of the license or certification, as well as a copy of the actual license or certification. Specialty Pay will only be provided for full pay periods that begin after the date the certification or license was obtained and submitted to their Department Head. Employees are responsible for notifying the Human Resources Department when the Specialty Pay has expired or has been revoked. If it is discovered that Specialty Pay has erroneously been paid after the license or certification has expired or has been revoked, employee must reimburse the City for Specialty Pay given when earned.

Effect of Specialty Pay on base pay. Specialty Pay is to be provided as a percentage computed “on top” of the base pay. When the certification expires or is revoked, the specialty pay will be removed leaving only the base pay in effect. Specialty Pay is not considered part of the employee’s base pay. ~~and will not be used may reach the maximum of the grade.~~ If an employee’s base pay reaches the maximum of the pay grade, the specialty pay percentage is in addition to the maximum of the pay grade.

ARTICLE 23
EMPLOYEE ASSISTANCE PROGRAM

23.1 – Commitment to Employee Assistance Program (EAP)

The City and the Union jointly recognize that treatable illnesses and disorders occur in the work force as a result of personal problems, for example, stress, family problems, emotional and situational disorders, financial problems, legal difficulties, child or elder care, alcoholism, and drug dependency. Employees may utilize the services of EAP when they determine the need.

23.2 – EAP Services

The City shall provide free of charge a confidential employee assistance program (hereinafter referred to "EAP") staffed with qualified and licensed professionals. The EAP service shall offer professional assessment and short-term counseling and referral service. The program is designed to assist employees and their immediate family members with personal or work-related problems including, but not limited to, drug or alcohol abuse and use, that may affect the employee's wellbeing and ability to perform their job. Employees may self-refer when they recognize a need for assistance.

23.3 – Referrals to EAP

The City reserves the right to encourage employees whose work performance is adversely affected to pursue counseling, help, or treatment through the Employee Assistance Program (EAP). The employee shall have the right to attend an EAP initial assessment and two (2) sessions on administrative leave, if requested by the City. ~~a~~All other sessions will be charged to accrued sick or annual/vacation leave upon ~~his/her~~ the employee's request without loss of pay. Employees who take advantage of the EAP and employees who decline to utilize this service shall not have their job security or promotional opportunities jeopardized solely by reason of their participation in the program.

23.4 – Confidentiality

The City and the Union recognize that all confidential information and records concerning employee counseling and treatment shall be maintained and used in accordance with applicable laws, rules and regulations. The City cannot use information about an employee in any action against the employee, without the employee's consent, if the information was obtained under this Article. This does not preclude the notification of law enforcement authorities in "duty to warn" situations as required by law. The City will not initiate contacts with EAP counselors or treatment providers for the purpose of obtaining information about the employee. No information relating to any matter covered by the EAP shall be disclosed without the employee's written permission.

ARTICLE 24
VEHICLE USE, TRAVEL, PER DIEM AND MILEAGE

24.1 – City Policies

The City's current Administrative Policies and Procedures ~~entitled: related to vehicles and travel and mileage advances and reimbursements will apply to bargaining unit employees.~~

~~"Vehicle Policy" — Chapter 2, Article 12; Effective January 1, 2003;~~

- ~~"Travel and Mileage Advances and Reimbursements" — Chapter 2, Article 14; Effective September 19, 2003;~~

~~including any future amendments, will be incorporated by reference herein, as if they were here in their entirety.~~

24.2 – Travel Time

The City agrees that to the maximum extent practical, employees shall be assigned to travel within their regular hours of work. In those cases in which official travel cannot be scheduled within the assigned employee's hours of work, the employee shall be compensated for travel time in accordance with the provisions of the City Policy and the Fair Labor Standards Act.

24.3 – Use of Personal Vehicles

The City shall make every effort to provide a City vehicle for travel purposes, including from worksite to worksite in accordance with provisions of the Fair Labor Standards Act. If a city vehicle is unavailable, personal vehicles may be used with prior approval, in accordance with applicable Administrative Policies and Procedures.

24.4 – Specially Equipped Personal Vehicles

In accordance with the Americans With Disabilities Act, use of specially equipped personal vehicles shall be allowed by an employee with a qualified disability, with prior approval, in accordance with applicable Administrative Policies and Procedures.

ARTICLE 25

HEALTH AND SAFETY

25.1 – Commitment to Health and Safety

The City and the Union are committed to working together to maintain a healthy and safe workplace. Both parties agree that all employees should be actively involved in creating a safe workplace and complying with all applicable safety and health policies and procedures. Both parties recognize that good physical health and being prepared to do physical work may reduce injuries. Together, the parties will explore methods to promote health and safety programs.

It is City policy to initiate and operate a comprehensive Health and Safety program to:

- Reduce or eliminate human and financial losses incurred from injury, illness, and property damage in the workplace;
- Motivate employees to work safely;
- Ensure the rights of employees to include freedom from reprisal; and
- Comply with Federal, State, City, and Departmental regulations, policies, procedures, and directives.

25.2 – Mutual Objective

The Union and the City recognize the value of working together to maintain high standards of occupational health and safety throughout the City. Both parties commit to work together to create an environment that promotes a positive approach to processes, attitudes and activities that bring about the changes necessary to achieve a workplace free of incidents, accidents and injuries. It is the intent of both parties that no employee shall be required to be in a position of imminent risk of death or serious bodily harm in the performance of work beyond the scope of his/her regular job duties.

25.3 – Health and Safety Standards, Measures, and Responsibilities

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

City Responsibilities. The City, to the full extent of its authority, shall provide employees with a safe and healthy workplace free from recognized safety hazards, shall comply with applicable laws and regulations relating to the safety and health of employees, and shall:

- a. Assure prompt response to reports of unsafe or unhealthful conditions.
- b. Establish procedures to assure that employees are not subjected to interference, discrimination, or other reprisal for reporting unsafe or unhealthy conditions or for participating in OSHA program activities.
- c. Assure that periodic inspections of City workplaces are performed by qualified and properly equipped personnel, as determined by the City.
- d. Assure abatement of unsafe and unhealthy working conditions in City owned and leased workplaces.
- e. Assure proper posting of OSHA Notices to identify existing unsafe and unhealthy conditions as determined by management that cannot be corrected immediately.

- f. Take appropriate action to ensure employees are not placed in a position of imminent risk of death or serious bodily harm in the performance of work beyond the scope of their regular job duties.
- g. Provide employees with facilities and worksites that are in compliance with established health and safety laws and regulations.
- h. Provide employees with adequate information on communicable diseases and infestations to which they may have routine exposure.
- i. Provide hearing protection for employees exposed to excessive noise levels at their work sites in accordance with applicable regulations.
- j. Maintain in safe working condition all City owned motor vehicles, tools, and equipment.
- k. Provide safe and clean areas for meal and rest breaks.

Union Responsibilities. Union agrees to cooperate fully with the City in fostering an effective and progressive safety program, including but not limited to providing appropriate support and assistance to the City in carrying out its responsibilities above. The Union shall work with the City officials in an effort to ensure that employees strictly observe safety rules and properly utilize the safety equipment issued to them.

Employee Responsibilities. In accordance with Article 2 of this Agreement, it is recognized that each employee has a primary responsibility and obligation to know and apply safety rules and practices as a measure of protection. All employees shall perform their duties in a safe and careful manner and shall follow all applicable federal, state and local regulations, and City health and safety rules, regulations, and practices so as not to endanger themselves, their co-workers, or the public.

Employees who reasonably believe they may be exposed to an imminent danger should immediately take the necessary steps to protect their personal safety and then report the matter to the appropriate level of management.

It is the responsibility of each employee to promptly and appropriately correct and/or report violations of City health and safety rules, regulations, and practices as soon as practicable to the appropriate City or Union representative. Employees are responsible for recognition of City, NMOSHB, and industry requirements by regularly wearing and using equipment provided by the City. Failure to comply may result in disciplinary action.

25.4 – Investigations

The City shall promptly investigate the circumstances and the cause of accidents, and Union shall provide support and assistance as appropriate.

25.5 – Training

Appropriate health and safety training, as determined by the City, will be provided to employees. Union may request for such training, and will not be unreasonably denied.

~~25.6 – Health and Safety Committee~~

~~———— To facilitate the development and active maintenance of safety management programs, a Health and Safety Committee (hereinafter referred to as HSC) shall continue to function. Each party shall appoint an equal number of members to the HSC, in accordance with the Committee's administrative guidelines. The HSC shall meet regularly at reasonable intervals based on the tasks~~

~~to be accomplished but not less than four (4) times per year. Employee members shall attend on paid status as part of their regular work hours, and shall work with their immediate supervisor to schedule meeting attendance. The HSC shall:~~

- ~~a. Recommend safety and health standards specific to each Department's operations.~~
- ~~b. Review Department's loss control information to ensure adequate measures are being taken to prevent recurrence of the same or similar losses; and~~
- ~~c. Recommend guidelines designed to minimize employee risk of becoming a victim of violence, injury or abuse while on the job.~~
- ~~d. Notify Committee members and their supervisors in advance of scheduled HSC meetings.~~

~~HSC recommendations shall be forwarded to the City Manager for consideration and possible implementation, in a timely manner.~~

25.725.6 – Emergency Transportation

An employee who suffers an on-the-job injury or illness and requires immediate medical care shall be transported to a treatment facility. Time spent for the emergency during employee's scheduled work hours on the day of the on-the-job injury or illness shall be considered regular work time for purposes of pay. Time off taken for the injury or illness following the day of initial occurrence shall be treated as sick leave, ~~or as covered workers compensation time if qualified.~~

25.825.7 – Reimbursement for Property Loss

In situations where an employee sustains a job related injury that also damages their personal effects, the City shall reimburse either the replacement value, or cost for repair of such items as applicable, not to exceed \$1,000 for hearing aids and prostheses and \$250 for all other items. This section shall not apply to wear and tear and damage to personal effects normally associated with the work being performed. The employee shall deliver the damaged property to the employee's supervisor for inspection purposes. For purposes of this section, personal effects shall include the following items:

- a. Prescription eyeglasses, contacts and prescription sunglasses, safety eyeglasses and prescription safety sunglasses, hearing aids, prostheses or other similar medical aids or equipment;
- b. Watches;
- c. Clothing, including boots and shoes; and
- d. Other personal effects with reasonable cause.

25.925.8 – Critical Incident Stress Debriefing

The City shall provide employees appropriate and adequate Critical Incident Stress Debriefing (hereinafter referred to as CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, serious work injury, and/or work-related death of a co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy and/or counseling, and/or follow-up. All debriefings and other CISD sessions shall be

strictly confidential. When appropriate, CISD may be provided in addition to Workers Compensation benefits.

25.1025.9 – Modified Work Assignments

The City shall make reasonable efforts to provide employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical restrictions while recovering from injury or illness. An employee provided with an early return to work in modified duty assignment shall be given such assignment for a period of up to six (6) months consistent with accompanying medical recommendations. Any necessary medical documentation requested by the City shall be confidential, with access restricted to the City's Medical Consultants, and authorized Human Resources personnel. Access to this information to other parties shall be provided only with the employee's written consent. An employee that returns to work on a modified work assignment shall be paid no less than their last rate of pay.

25.1125.10 – Personal Protective Equipment

The City shall provide to employees in positions covered by OSHA regulations personal protective equipment on an as-needed basis to include, but not limited to, as follows: safety footwear, safety gloves, headgear, and safety eye wear.

It is agreed that the City will cover the cost of safety footwear, up to \$150.00 per year, for any employee covered by the AFSCME bargaining unit who is required to wear safety footwear at a construction site and/or for those employees whose job involves construction/maintenance activities and the employee visits construction sites on a daily/regular basis (e.g. Inspectors, Streets and ROW Foreman) and/or is involved with maintenance projects on a regular basis.

For those employees who visit construction sites on an infrequent basis (e.g. Project Managers) and/or for those employees who are involved with construction/maintenance activities on an infrequent basis, the City will cover the cost of safety footwear once every three years up to \$150.00. It is up to the discretion of the Department Director to determine those employees who visit a construction site and/or are involved with maintenance projects on an infrequent basis versus those whose job involves those duties on a regular basis.

Out of cycle replacement of safety footwear for all employees listed below, and in accordance with the safety footwear replacement schedule, will only be considered if the footwear is damaged during the course of performing City required duties. The employee is required to inform the supervisor of this damage within two (2) work days of the issue. If damage is not reported within two (2) work days, safety footwear will not be replaced by the City.

The department will determine the vendors from which employees may purchase safety footwear and the time of year for safety footwear to be purchased. Anything in excess of the \$150.00 will not be reimbursed by the City and will be at the employee's own expense.

After completing the probationary period, new employees will be eligible to participate in purchasing safety footwear at the time the Department Director designates.

Employees who qualify for the safety boot allowance shall consist of, but not be limited to, the following:

Annually if needed: Project Inspectors, Line Locators, Traffic Field Operations, Park Maintenance Supervisor, Inventory Control Tech, Park Maintenance Worker I, Park Maintenance Worker II, SROW Worker, Truck Driver, Equipment Operator, Mechanic, Foreman,

Building Inspectors (Building, Electrical, Plumbing, Mechanical), Animal Control Officer, Animal Control Kennel Worker.

Every Three Years if needed: Project Managers & Project Engineers.

~~25.12~~25.11 – Inoculations

Bargaining unit employees exposed to communicable diseases in the course of their duties will be provided with appropriate tests and immunizations through the appropriate medical provider, or at the City's expense (i.e., HIV, Hepatitis, Rabies, Tuberculosis, Tetanus).

~~25.13~~25.12 – Uniforms

Bargaining unit employees required to wear uniforms (as defined in Internal Revenue Service regulations) during the course of their duties shall be provided said uniforms at the expense of the City.

ARTICLE 26
COMPENSATION

26.1 – Budget Authority

~~Reference to Section 36.05 Rio Rancho Code of Ordinances 2003,~~ Management and Union agree that the terms of this agreement relating to the salary adjustments are contingent upon sufficient appropriation and authorization being made by the Governing Body.

26.2 – Compensation Plan

The ~~Union shall request in writing to meet with the City shall meet with the Association, in the month of March and the parties agree to meet no earlier than April 1 later than February 1st~~ of each year, to negotiate wage compensation for the next year's fiscal budget.

26.3 – Longevity

<u>10 years after most current date hire through 14 years, 364 days</u>	<u>\$1000 per year</u>
<u>15 years after most current date of hire though 19 years, 364 days</u>	<u>\$2000 per year</u>
<u>20 years after most current date of hire and after</u>	<u>\$4000 per year</u>

This shall be issued in bi-weekly installments and will count towards the employee's PERA credit.

ARTICLE 27
AGREEMENT BETWEEN PARTIES

27.1 – 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, at the request of either party, to bargain a replacement provision in good faith that, to the extent legally allowable, serves the same purpose as the severed language.

27.2 – Zipper Clause

The parties acknowledge that during negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining not removed by law. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement, which incorporates the entire understanding of the parties on all issues which were the subject of negotiations.

27.3 – Amendment by Memorandum of Understanding (MOU)

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 or 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 via the Labor Management Committee. City shall copy-append the MOU ~~and Union will ensure its distribution to all bargaining unit employees within fourteen (14) calendar days after the signed date to the Agreement on the website.~~

27.4 – City Personnel Policies and Work Rules

It is recognized that City has certain personnel policies and work rules, specifics of which were not addressed in this current agreement. In areas where there is a conflict between the City policies, including the 2021 Personnel Policies and Work Rules (as amended), and this contract, the contract will prevail.

27.5 – Term of Agreement

This agreement is to be effective March 25, 2024 ~~October 13, 2016~~, and is to remain effective until and including June 30, 20280, and shall continue thereafter for successive periods of one (1) year, unless either party ~~shall at least~~ no earlier than 120 and no later than 90 days prior to the expiration date, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement or sections therein.

IN WITNESS WHEREOF, the parties have set their hands and seals this- day of March, 2024 ~~13th day of October, 2016~~.

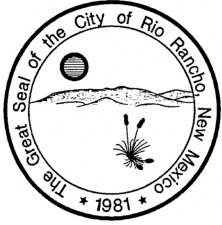
By: **Roberta Larez,**
Interim-AFSCME President

By: **Keith Riesberg Matthew Geisel,**
City Manager

Appendix A – Bargaining Unit Positions

CLASSIFICATION TITLE
ACCOUNTANT AF
ACCOUNTING TECH-III (A/P) AF
ACCOUNTING TECH-III (PUB WK)AF
ACCOUNTING TECH-III REC SAD AF
ACCOUNTING TECHNICIAN I AF
ACCOUNTING TECHNICIAN II AF
ADMINISTRATIVE ASSISTANT AF
AMBULANCE BILLING TECH AF
ANIMAL CONTROL OFFICER I AF
ARC VOLUNTEER&TRANSFER COORDIN
ASSOCIATE ENGINEER AF
BUILDING INSPECTOR AF
BUILDING MAINT TECHNICIAN AF
CARPENTER AF
CODE ENFORCEMENT OFFICER I AF
CODE ENFORCEMENT OFFICER II AF
COMMUNITY OUTREACH AND MARKETING SPECIALIST AF
CONTRACT ADMINISTRATOR
CUSTODIAN I AF
ELECTRICAL INSPECTOR AF
ELECTRICIAN II AF
ENGINEER-I AF
ENGINEERING TECHNICIAN I AF
GIS SPECIALIST AF
GIS SYSTEM ADMINISTRATOR AF
GRANT ADMINISTRATOR AF
HEAVY EQUIPMENT OPERATOR AF
KENNEL WORKER AF
KRRB COMMUNITY SERVICE LEADER
LAND COORDINATOR AF
LEAD POLICE RECORDS TECHNICIAN
LIBRARIAN-I AF
LIBRARIAN-II AF
LIBRARY ASSISTANT AF
LIBRARY CLERK I AF
LIBRARY CLERK II AF
LIBRARY IT TECHNICIAN AF
LIFEGUARD I PT AF
LIFEGUARD II AF
MARKETING & SERVICES MANAG AF
MECHANICAL/PLUMB INSPECTOR AF
MOTOR VEHICLE SERV AGENT LEAD

MOTOR VEHICLE SERVICES AGENT
MUNICIPAL PLANNER-I AF
MUNICIPAL PLANNER-II AF
MUNICIPAL PLANNER-III AF
OFFICE ASSISTANT AF
P&R PROJECT MANAGER AF
PARK EQUIPMENT TECHNICIAN AF
PARK MAINT WORKER I AF
PARK MAINT WORKER II AF
PERMIT TECHNICIAN AF
PERMIT TECHNICIAN PT AF
PLANS EXAMINER PT AF
POLICE RECORDS TECHNICIAN AF
PRINCIPAL ACCOUNTANT AF
PROJECT INSPECTOR AF
PROJECT MANAGER AF
PROJECT MGR/NPDES AF
PURCHASING SPECIALIST AF
PURCHASING TECHNICIAN II AF
RECEPTIONIST AF
RECORDS & GIS TECHNICIAN AF
RECORDS MGMT SPECIALIST AF
RECREATION LEADER AF
RECREATION SPECIALIST AF
SPECIAL PROJTS -EMERG MGMT AF
SROW FOREMAN I AF
SROW FOREMAN-II(C) AF
SROW WORKER AF
TRAFFIC ENGINEER TECH-OFF-CDL
TRAFFIC TECHNICIAN AF
TRAFFIC TECH-TRUCK DRIVER AF
TRUCK DRIVER AF
UTILITIES LOCATER I AF
UTILITIES SERVICE SPEC I AF
UTILITIES SERVICE TECH AF
UTILITY BILLING SPEC AF
VEHIC&EQUIP MECHANIC-II (C) AF
VEHIC&EQUIP MECHANIC-II (C) AF
VEHIC&EQUIP MECHANIC-II (D) AF
VEHIC&EQUIP MECHANIC-II (D) AF
WASTE PROGRAM SPECIALIST AF
WATER CONSERVATION SPEC AF
ZONING SPECIALIST AF



CITY OF RIO RANCHO COVER PAGE

Legislation Item: R23

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Administration

SUBJECT:
R23, Resolution Amending Personnel Policies and Work Rules

BACKGROUND AND ANALYSIS:

Article 5 of the City Charter establishes that the Governing Body (Mayor and City Council) adopts an ordinance establishing personnel policies, rules, and procedures of the City (municipal government).

Chapter 38 of Municipal Code is the Personnel Ordinance that specifies personnel policies and practices of the City as a public employer. Chapter 38 of Municipal Code states that the Governing Body may adopt, via resolution, appropriate regulations to clarify, implement, and enforce the provisions of the Personnel Ordinance.

Personnel policies and work rules have been adopted via resolution by the Governing Body over the years, and amended thereafter, and state such policies and rules may be amended by resolution approved by the Governing Body.

Personnel policies and work rules are applicable to bargaining unit (union), non-union, part-time, temporary, grant-funded, managers, and executive employee groups. All employees covered in bargaining units (RRPCA - Rio Rancho Police and Communications Association; AFSCME L3277 – American Federation of State, County and Municipal Employees; and RRFA-IAFF L4877 - Rio Rancho Firefighter's Association - International Association of Fire Fighters) are also covered under collective bargaining agreements (CBAs), which are negotiated with the City specific to each bargaining group. If conflicting language exists between personnel policies and work rules and CBAs, or if specific topics are addressed in both personnel policies and work rules and CBAs, the CBA language prevails. For topics not discussed in the respective CBAs, personnel policies and work rules prevail.

In March 2021, the Governing Body significantly revised personnel policies and work rules (and subsequently amended in November 2021 and February 2023) first adopted in 1992.

In 2021, AFSCME invoked collective bargaining rights to negotiate the revised policy document. Because no concurrence was reached, the AFSCME bargaining unit was excluded from the revised policies and work rules, and have remained under the prior personnel policies and work rules adopted in 1992 (as amended).

Since 2020, City Administration has been in negotiations with the AFSCME bargaining unit regarding a new collective bargaining agreement. The negotiations concluded in February 2024 and resulted in a tentative agreement, subject to Governing Body consent, which is scheduled for its

March 14, 2024 regular meeting.

A provision of the new collective bargaining agreement is that the AFSCME bargaining unit recognize and adhere to, as applicable, the 2021 (as amended) personnel policies and work rules. As a result, the 1992 (as amended) personnel policies and work rules will no longer be applicable, referred, or utilized.

In conjunction with the adoption of a new AFSCME collective bargaining agreement, the 2021 (as amended) personnel policies and work rules must be amended.

The effective date of the Resolution and policies and work rules changes is March 25, 2024. This date aligns with the proposed effective date of the new AFSCME collective bargaining agreement.

Please note that in the attached draft/updated personnel policies and work rules document, underlined text is new and strikethrough text is deleted.

IMPACT:

The Resolution will amend the current personnel policies and work rules (adopted in 2021 and subsequently amended) to incorporate applicability to employees in positions covered by the AFSCME bargaining unit, and address clarity needs and clerical errors/drafting inconsistencies. This action is necessary to approve a new AFSCME collective bargaining agreement.

Having AFSCME bargaining unit members covered by the current personnel policies and work rules (adopted in 2021 and subsequently amended), mirroring provisions applicable to other City employees, will eliminate outdated personnel policies and work rules only applicable to employees in positions covered by the AFSCME bargaining unit. All employees covered by the same personnel policies and work rules provides for administration efficiency and clarity, as well as greater equity.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

City Administration approves of the Resolution as presented.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Final Draft Update Personnel Policies and Work Rules March 1 2024.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.23

ENACTMENT NO.

RESOLUTION AMENDING PERSONNEL POLICIES AND WORK RULES

WHEREAS: Article 5 of the City Charter establishes that the Governing Body (Mayor and City Council) adopts an ordinance establishing personnel policies, rules, and procedures of the City (municipal government); and

WHEREAS: Chapter 38 of Municipal Code is the Personnel Ordinance that specifies personnel policies and practices of the City as a public employer; and

WHEREAS: Chapter 38 of Municipal Code states that the Governing Body may adopt, via resolution, appropriate regulations to clarify, implement, and enforce the provisions of the Personnel Ordinance; and

WHEREAS: personnel policies and work rules have been adopted via resolution by the Governing Body over the years, and amended thereafter, and state such policies and rules may be amended by resolution approved by the Governing Body; and

WHEREAS: since 2021, personnel policies and work rules adopted in 1992 (as amended) have remained applicable to the American Federation of State, County and Municipal Employees (AFSCME L3277) bargaining unit; and

WHEREAS: a provision of the new collective bargaining agreement between the City of Rio Rancho and AFSCME bargaining unit is that AFSCME recognize and adhere to, as applicable, the current (adopted in 2021 and subsequently amended) personnel policies and work rules in place for other union (as applicable) and non-union City employees; and

WHEREAS: in conjunction with the adoption of a new AFSCME collective bargaining agreement, current (2021 as amended) personnel policies and work rules must be amended to incorporate applicability to employees in positions covered by the AFSCME bargaining unit.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Amended Personnel Policies and Work Rules, attached hereto, are hereby adopted and effective March 25, 2024.

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

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ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



Human Resources Department Personnel Policies and Work Rules

Effective March 25, 2021

Amended Nov. 10, 2021

Amended Feb. 27, 2023

Amended March 25, 2024

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Chapter 1

Definitions

As used in these Rules and Procedures, the following words and terms shall be defined as follows:

- 1.1 **Anniversary Date** means the anniversary of an employee's hire date, but may also refer to an employee's anniversary for promotions, demotions, transfers or other personnel actions.
- 1.2 **Anything of Value** means any goods that have a certain utility to the recipient that is real and that is normally purchased.
- 1.3 **Break in Service** means any period following termination of employment of at least one normal work day and shall affect the employee's anniversary date.
- 1.4 **Business Day** means a day upon which City offices are open to the public: typically, Monday through Friday, except for City-recognized holidays.
- 1.5 **Candidate** means any person who has qualified under these Rules for employment to a position in a specified classification.
- 1.6 **Classification** means one or more positions in the City sufficiently similar in duties and responsibilities, degree of supervision exercised or received, and minimum qualifications, so that the same descriptive title may be used to designate them and the same salary grade applied to all such positions.
- 1.7 **Classified Position** means a job which requires a regularly assigned combination of duties to be performed by one employee in the City and a position which is not temporary and may or may not be exempt under the Fair Labor Standards Act.
- 1.8 **Compensation Plan** means a series of salary grades. Each position is assigned to a grade, based upon the evaluation of the position.
- 1.9 **Complaint** means an expression of dissatisfaction and a request for a review by an employee of a possible violation of a City pPersonnel policy or procedure.
- 1.10 **Confidential** means work-related communication that is not intended to be disclosed to other persons, other than those with a bona fide need to know.
- 1.11 **Controlled Substance** includes, but is not limited to, heroin, opioids, cocaine, or PCP as well as legal drugs not prescribed by a licensed physician.
- 1.12 **Corrective Action** means verbal warnings, written warnings, and written reprimands.
- 1.13 **Demotion** means the change of an employee, for disciplinary or other reasons, from a position in one class to a position in a class with a lower salary grade, for which the employee qualifies.

- 1.14 **Department** means the administrative grouping of divisions, sections, units and subunits as specified by the current City organizational chart as adopted by the Governing Body.
- 1.15 **Deputy Director** means an employee who serves as an assistant to the department director and who is empowered to act in the absence of the director.
- 1.16 **Director** or **Department Director** means the head of a department of the City.
- 1.17 **Disability** means a temporary or permanent physical or mental condition attributable to an intellectual, psychiatric, cognitive, neurological, sensory, or physical impairment, or combination thereof, restricting a person's everyday activities, and ability to perform the essential functions of a job.
- 1.18 **Disabled Person** means anyone who has a medically documented physical or mental impairment which substantially limits one or more major life activities or has a record of such an impairment or is regarded as having such an impairment. Life activities are those that affect employability; substantially limits means that a person is likely to have difficulty getting, keeping, or advancing in a job because of an impairment.
- 1.19 **Discharge** means the involuntary termination of an employee for disciplinary reasons.
- 1.20 **Disciplinary Action** means suspension, demotion or dismissal.
- 1.21 **Employee** means any person placed on the City payroll to perform work for the City for which compensation is received.
- 1.22 **Employee Relations** means all matters that are subject to consultation, negotiation and communication among employees, between employees and supervisors, or between the Governing Body and executive, supervisory, or other employees.
- 1.23 **Employment** means the hiring of a person into a position.
- 1.24 **Employment Application** means all written material submitted by an individual to indicate interest in a position with the City.
- 1.25 **Equal Employment Opportunity** expresses the commitment of the City to provide equal access to job opportunities for applicants and employees regardless of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition.
- 1.26 **Exempt Position** means any City office, job, or position of employment determined by the Administration to be exempt from application of the Fair Labor Standards Act and for which the City is not obligated to compensate for work in excess of 40 hours per week.
- 1.27 **Fair Labor Standards Act (FLSA)** means the federal law enacted by the U.S. Congress in 1938, as amended, to regulate minimum wages, overtime pay, equal pay, record-keeping and child labor standards.
- 1.28 **Furlough** means temporary unpaid leave for employees due to economic conditions of the City, the economy as a whole, or operational needs of the City, whether due to declared state of emergency, or other significant factor.

- 1.29 **Family Member (Recruitment/ Hiring Purposes or Bereavement Eligibility)** is defined as a relative within the third degree of blood or marriage to include parent, step-parent, sibling, spouse (or domestic partner, affidavit must be on file), child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparent, great grandchild, niece/nephew, and aunt/uncle of the employee and shall also include persons with whom the employee has a legal custodial relationship.
- 1.30 **Family Member (Sick Leave and FMLA Purposes)** ~~Family member~~ means children, parents, spouse, and domestic partner.
- 1.31 **Good Standing** refers to the status of a former employee who left employment with the City under favorable circumstances. Determining factors include, but are not limited to giving sufficient resignation notice, cooperation with exit interview process and general demeanor in departure process.
- 1.32 **Governing Body** refers to the Mayor and City Council. A member of the Governing Body can refer to the Mayor or a City Councilor.
- 1.33 **Hatch Act** means that federal law (5 USC Sections 1501 to 1508) which prohibits certain partisan political activity by an employee whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a federal agency.
- 1.34 **Job Description** means a written statement of duties and responsibilities which are characteristic of a position and includes the education, experience, knowledge, and ability required to perform the duties of the position.
- 1.35 **Just Cause** means any behavior relating to the employee's work, which is inconsistent with the employee's obligation to the City. Just cause includes but is not limited to: inefficiency; incompetency; misconduct; negligence; insubordination; performance which continues to be inadequate after reasonable efforts have been made to correct it; or conviction of a felony or misdemeanor where the provisions of the Criminal Offender Employment Act apply.
- 1.36 **Layoff** means the involuntary separation, without prejudice, of an employee when a position has been abolished because of insufficient funds, lack of work resulting in a reduction in force or reorganization, or due to conditions created by a declared state of emergency.
- 1.37 **Leave of Absence** means a period of approved absence from active work during which unpaid as defined under the applicable section of Chapter 9 of these rules.
- 1.38 **Light Duty Assignment** means a specific assignment lasting no longer than ninety (90) days, which a department director may grant with the advance approval of HR, for an employee who is temporarily restricted from performing their essential job functions.
- 1.39 **Management** means the collective body of those who direct, supervise, or administer within the City's organization of departments, divisions, and sections.

- 1.4039 **Mandate** means any federal law, federal regulation, state law, state regulation, Sandoval County ordinance, municipal ordinance of the City of Rio Rancho, resolution of the City of Rio Rancho, approved motion of the Governing Body, personnel rules and regulations, departmental rules and regulations, and rulings of federal, state, metropolitan, and municipal courts.
- 1.4140 **Nonexempt Position** means any Ceity job or position that is subject to the terms and provisions of the Fair Labor Standards Act and requires the payment at one-and-one-half (1-1/2) times the employee's base rate of pay for all overtime hours worked.
- 1.4241 **Probationary Period** means a period of twelve (12) months served by an employee, during which the employee demonstrates the ability to adequately perform the job.
- 1.4342 **Promotion** means the change of an employee from a position in one classification to a position in a classification with a higher salary grade.
- 1.4443 **Reclassification** means a change of a position from one classification to another.
- 1.4544 **Reemployment** means the employment of a former employee in any position with a new employment start date.
- 1.4645 **Resignation** means a voluntary termination from employment by the employee.
- 1.4746 **Resolution** means the full permanent record of an official action, policy, or position adopted by an affirmative vote by a majority of all members of the Governing Body, and having the force of law upon the employees and operations of the City.
- 1.4847 **Rules** means the Personnel Policies and Work Rules as may be amended, distributed in accordance with the provisions of the City's personnel ordinance.
- 1.4948 **Salary Grade** means a division of the wage and salary schedule to which a salary range is assigned.
- 1.5049 **Selection** means the choosing of a candidate for employment.
- 1.5150 **Seniority** refers to duration of uninterrupted employment with the City.
- 1.5251 **Supervisor** means an employee who manages a recognized work unit and who customarily and regularly directs the work of one or more employees. Direction includes being involved and making recommendations, which are given particular weight, regarding each subordinate's work assignments, training, work schedule overtime authorization, performance evaluation, hiring, or discipline.
- 1.5352 **Suspension** means the involuntary leave without pay of an employee for disciplinary reasons. In no event shall a suspension exceed thirty (30) calendar days or equivalent work hours.
- 1.5453 **Temporary Position** means a position for which the services performed by an employee are required for a period of no more than nine (9) months.
- 1.5554 **Term employee** means individuals employed for a specific period of time.
- 1.5655 **Termination** means the separation from employment with the City, whether due to layoff, resignation, dismissal, or other reason.

- 1.~~57~~~~56~~ **Test** means a method of measuring qualifications, fitness and ability, and includes examinations that are either written, rated, oral, physical or in the form of a demonstration of skill or ability, or any combination thereof.
- 1.~~58~~~~57~~ **Transfer** means the movement of an employee from one classified position to another classified position within the same pay grade without a break in service.
- 1.~~59~~~~58~~ **Unexcused Absence** means an absence which is not timely requested given the circumstances for each employee's responsibilities for an absence for which documentation is required, but not provided, upon the employee's return to work. Any unexcused absence shall be considered also to be Absent Without Leave (AWOL).
- 1.~~60~~~~59~~ **Veteran** means any person, except one receiving a retirement annuity, who served in the United States Armed Forces for at least one hundred eighty (180) days and/or was separated under other than dishonorable conditions. An individual separated from the armed forces prior to completing one hundred eighty (180) days of service for a service-connected disability or under hardship conditions shall be considered a veteran.

Chapter 2

General Provisions

2.1 Authority

The following Personnel Policies and Work Rules ~~Rules~~ are adopted by the Governing Body of the City of Rio Rancho by Resolution No. 34/Enactment No. 21-033 and take effect March 25, 2021.

2.2 Prior Rules

The Personnel Policies and Work Rules with all amendments thereto in effect prior to the adoption of these Personnel Policies and Work Rules are hereby superseded.

2.3 Compliance

All employees covered by the provisions of these Personnel Policies and Work Rules (“Policies and Rules”) shall conform to, comply with and aid in all proper ways in carrying out the provisions of these Policies and Rules.

2.4 Penalties

Any employee, who, alone or with others, violates any provisions of these Policies and Rules, in addition to any other penalty imposed for such violations, is subject to disciplinary action, including suspension or termination.

2.5 Purpose

These Policies and Rules are set forth for the purpose of promoting efficiency in the conduct of public business and trust and to assure fair and impartial treatment for all City employees and applicants for employment.

2.6 Coverage of these Policies and Rules

These Policies and Rules shall apply to all positions and employees except:

A. Officials elected by popular vote or appointed to fill vacancies in elective offices.

B. Members of City boards and commissions.

C. Those on a professional services contract.

~~D. Employees in American Federation of State, County, and Municipal Employees (AFSCME) Local 3277 Bargaining Unit accreted classifications. Such employees remain covered by prior Personnel Policies and Work Rules adopted on February 26, 1992 (as amended).~~

If a conflict occurs between these Policies and Rules and a Collective Bargaining Agreement, the Collective Bargaining Agreement will prevail.

2.7 Guiding Principles

The principles of these policies are based on the City's adopted mission, vision, and values as expressed in the City's most current and adapted Strategic Plan, specific to Government Services and Equal Employment Opportunity compliance.

2.8 Interpretations and Matters Not Covered

The City Manager may issue supplemental or additional policies as necessary to carry out and uphold the City Administrative Policies and Procedures.

2.9 Technical Rules

These Policies and Rules relate to the matters of personnel administration and may not cover every department's procedures, standard practices, standing orders, or other technical matters. A department director shall make such departmental rules and procedures as are consistent with these Policies and Rules. Department rules and procedures shall be subject to approval by the City Manager. Upon adoption, the department director shall file a copy of the departmental rules and any amendments or changes with the Human Resources (HR) Department.

2.10 Changes, Modifications, and Revisions of these Rules

A. Changes

These Policies and Rules are issued by authority of the Governing Body, and may be amended by the City Manager, subject to Governing Body approval. Suggestions for amendments to or changes in these Policies and Rules are welcome and may be submitted in writing to the HR Department.

B. Temporary Modifications

The City Manager may temporarily modify, suspend or waive any of these Policies and Rules if it would be reasonable, appropriate, lawful and necessary for the orderly and efficient administration of the City.

2.11 Distribution of Personnel Policies and Rules

Copies of these Policies and Rules and all amendments thereto shall be made available to all employees. Directors shall maintain a hard copy in their respective departments. Employees shall be responsible for reviewing, acknowledging, and complying with all policies and updates as they are issued. New employees shall be afforded access to these Policies and Rules.

2.12 Policy Limitation

These policies do not create a contract between the City of Rio Rancho and any employee, or grant to any employee the right to be continued in the employment of the City of Rio Rancho, or limit the right of the City of Rio Rancho to discharge employees.

Chapter 3

Employment Policies

3.1 Recruitment and Selection

The City is committed to ensuring equal opportunity to all qualified individuals. Recruitment and selection shall be conducted in a manner that provides equal employment opportunity, and prohibits unlawful discrimination because of race, color, religion, national origin, ancestry, physical or mental disability (provided reasonable accommodation is possible), pregnancy, age, sex, sexual preference, gender identity, spousal affiliation, veteran status, or genetic information in accordance with the City's Equal Employment Opportunity policy. The HR Director shall be responsible for ensuring compliance with City policies and rules, and contractual obligations concerning the recruitment and selection of City employees.

3.2 Interviewing for Internal Positions

Current City employees interviewing for City positions shall be permitted to attend such interviews on paid work time (including related travel time to and from interviews) if the interviews are during employees' current work schedules. Any employee selected for an interview for a City position who wishes to be paid regular work time for the interview shall request time off from their supervisor as soon as practicable. Supervisors shall not unreasonably deny an employee's request for time off to attend an interview for a City position unless it creates an undue operational burden.

3.3 Disclosure of Employment Applications

Applications submitted by candidates for employment at the City of Rio Rancho are public records and are subject to public inspection in accordance with the New Mexico Inspection of Public Records Act (IPRA). Certain information provided by candidates that is not subject to public disclosure under IPRA will be redacted before such application information is produced for inspection.

3.4 Restrictions on Employment

A. Employment under Age 18

The City of Rio Rancho's minimum age for full-time regular employment is 18 years of age. The only exception may be for selected seasonal, temporary, or part-time positions as allowed by federal or state law. Applicants younger than 14 years of age are not eligible for employment with the City of Rio Rancho.

B. Employment of Family Members

Applications for employment with the City from relatives of current City employees will be considered on the same criteria as the public at large. Hiring officials may not hire or supervise a family member or a family member of a line supervisor without the advance approval of HR. For the purposes of this policy, family members are defined as individuals related by blood or marriage within the third degree, adoption, or living in the same household and applies to all employee categories, regardless of regular or temporary status.

C. In the event two employees within the same department establish a relationship by marriage and are not in positions of supervision, both may continue in their current positions. However, if two employees are in positions of direct supervision of one another and these two employees establish a relationship by marriage, the City Manager may transfer one of the employees to a position removed from the supervisory control of the other if it is determined that such transfer is in the best interests of the City. If such transfer is determined to not be in the best interests of the City, the affected employees shall determine which one shall resign from City employment.

D. Family members of elected City officials and the City Manager will not be employed. However, with regard to elected officials, any family member employed before such officials are elected may remain employed but are not eligible for rehire if the employee leaves City employment and wishes to return while such elected official remains in office. In addition, family members of a department director or deputy director will not be employed within the same department as the director or deputy director.

E. A waiver/ exception to this section may be granted only through the adoption of a resolution by the Governing Body at an appropriately noticed public meeting of the Governing Body. Only a Governing Body Member (Mayor or City Councilor), City Manager, or the HR Director may sponsor and seek Governing Body consideration of a waiver/exemption resolution.

3.5 Residency Restriction

The City of Rio Rancho requires that its employees reside permanently within a 100-mile radius of the City in order to become employed and while employed. Deviations from this residency restriction must be approved in advance by the HR Director.

3.6 Probationary Period

All newly hired or rehired City of Rio Rancho employees, except those hired into seasonal or temporary positions, are employed on a probationary basis as required by their respective job classification. During this probationary period, a determination is made as to whether or not an employee is suitable for continued employment. During their probationary period all employees serve “at will” and can be dismissed with or without cause by the City and without right of appeal.

Any employee who transfers to a new position during their probationary period shall serve a minimum of six (6) months or the remainder of their probationary period, whichever is longer, as required by their respective job classification.

Upon satisfactory completion of the probationary period, an employee will be considered a Regular Employee (either Full-Time or Part-Time) with full rights and privileges under these rules.

Any employee or probationer who transfers to a new position as a Police Officer Cadet or Firefighter Cadet shall serve the full probationary period required by the new position.

3.7 Work Schedule

The City establishes work schedules as required by workloads, work flow, operational needs, and efficient utilization of HR.

A. Full-Time (Regular) Work Schedule

The workweek for all employees (except for some Fire and Rescue) begins at 12:00 am on Monday and ends at 11:59 pm on Sunday. A typical work schedule for full time employees shall consist of forty (40) hours. The exact work schedule of working hours shall be determined by each department director, and the employees shall be informed of their daily work schedule.

B. Part-time Work Schedule

The work schedule for part-time employees shall consist of fewer than forty (40) hours in a work week. Part-time employees will work the hours designated by their position classification and department director.

C. Overtime

There may be occasions when nonexempt employees (as defined in the FLSA) will be required to work more than their normal schedule. **No employee is permitted to work overtime unless authorized in advance by the supervisor with the approval of the department director.** Overtime will be assigned by the supervisor to employees performing the particular job function which requires the overtime.

3.8 Work and Time Reporting Expectations for FLSA Exempt Employees

It is expected that all FLSA exempt employees work forty (40) hours per week. While such employees should adhere to a set work schedule to the extent possible, the totality of reported hours for each two (2)-week pay period should equal eighty (80). It is understood that deviations may occur on occasion; however, work weeks consisting of less than forty (40) hours should be rare exceptions, with time recorded properly and approved by supervisors of FLSA exempt employees. For workdays in which FLSA exempt employees work less than their normal schedule, time should generally be made up within the same pay period. In cases where FLSA exempt employees work less than half of their hours in a given workday, and the time is not made up during the current two (2)-week pay period, the time not worked should be accurately recorded with the appropriate preapproved leave code (vacation, sick, etc.). All hours worked should be recorded to the nearest 15-minute interval using proper payroll codes, for workload management and accounting purposes. Rules for time reporting under this policy are promulgated through the City Administrative Policies and Procedures (as amended).

3.9 Attendance

Employees shall report to their assigned work location in accordance with their work schedules, unless a supervisor has granted their request for approved leave, and shall report to duty, capable of performing their essential job functions, with or without accommodation. Employees are expected to adhere to their work schedules with regularity and punctuality.

When an employee is unable to report to work on time or will be absent due to an emergency, the employee must notify their supervisor at least one (1) hour before the start of their shift or as soon as practicable.

If the employee's attempt to notify the supervisor is unsuccessful, the employee shall notify the next level manager, providing all pertinent information related to the absence.

If the absence continues for more than one (1) day, the employee shall advise the supervisor of the anticipated length of absence including the expected date of return to work.

Prior to the employee's return to work, the City may request an employee provide confirmation and/or documentation of the need for the absence.

An employee is considered tardy if he/she is not ready for work at the beginning of their scheduled workday/shift. An established pattern of tardiness may be subject to corrective and/or disciplinary action.

3.10 Outside Employment

Employment with the City is the employee's primary responsibility. The City depends on its employees to engage their full attention and efforts to all assigned work duties and work schedule, which should be taken into consideration when engaging in additional employment.

Should a new employee wish to continue existing outside employment in addition to their work as a City employee, the employee must notify HR as soon as possible. Should an existing employee desire to seek additional work or employment outside of the City, the employee must submit a written detailed request, which specifies all terms and conditions concerning the outside employment to their department director prior to accepting any outside employment. If the department director approves the request, the department director shall submit the approval notice to the HR Director for final review and approval.

Outside employment shall not be considered an excuse for poor job performance, absenteeism, tardiness, or failure to work overtime. Whenever outside employment may cause or contribute to any of the items listed in above, the employee shall discontinue their outside employment or the employee may be subject to disciplinary action, up to and including termination.

3.11 Workplace Attire and Hygiene

All City of Rio Rancho employees are expected to present a professional image to clients, visitors, customers, peers and the public, as determined by directors of each department. As a public entity, all clothing shall be free from speech or images displaying political positions or sentiments and any images which may be reasonably considered offensive or inflammatory. The same expectations also apply to any other items or images on an employee's person which is visible to the public including, but not limited to, facemasks, hats, jewelry, exposed tattoos, badges, safety gear, lanyards, etc. Acceptable, professional personal appearance is an ongoing requirement of employment with the City. For additional information on related procedures and religious accommodations, please consult the City Administrative Policies and Procedures (as amended).

If an employee arrives at work inappropriately dressed, they will be required to go home, change into conforming attire or properly groom, and return to work. Any employee required to return home and change attire or address hygiene issues is not entitled to be paid for that period of time. If an employee's poor hygiene or use of excessive perfume/cologne is problematic, the supervisor should consult HR for guidance, discuss the problem with the employee privately and should indicate specific areas to be corrected. If workplace attire/hygiene problems persists, supervisors should consult with HR for further guidance.

3.12 Telework

Teleworking is the concept of working from home or another location on a full, part-time, or intermittent basis. Teleworking is not a general employee benefit, but rather a privilege and/or an alternative method of meeting the needs of the department. Teleworking is not available to all positions and personnel. Additionally, some personnel may be mandated to telework to ensure continuity of operations or due to lack of available on-site workspace. Teleworking requires the approval of the department director or designee and is not a viable option for all employees or positions. For additional information on requirements and procedures, reference the City's Administrative Policies and Procedures (as amended).

Chapter 4

Classification Plan

4.1 Classification Plan

All City positions, except elected officials or appointees to boards, committees, commissions or authorities, whether occupied or vacant, are assigned to classifications of work in accordance with the actual duties and responsibilities of the positions. There may be one or more positions in a classification. The Classification Plan is subject to approval by the City Manager.

4.2 Responsibility of the Human Resources Department

The HR Department shall have the primary responsibility to maintain the City Classification and Compensation Plans. On a continuing basis, the HR Department shall review the classifications for their appropriateness and shall submit recommendations to the City Manager for action.

4.3 Employment Classifications

A. Employee Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act as regulated by the Department of Labor classifies employee positions as either "exempt" or "nonexempt." The FLSA classification designation of a position determines how employees may be paid, among other things, for hours worked in excess of forty (40) hours per week and whether or not they are subject to the minimum wage and overtime provisions of the FLSA. HR determines which positions will be exempt or nonexempt in accordance with the Department of Labor (DOL) laws and rules.

B. Exempt Employees

Exempt employees are salaried employees not subject to the minimum wage and overtime provisions of the FLSA, and are expected to customarily perform duties requiring approximately forty (40) hours per week. For additional information and procedures regarding time reporting, see the City Administrative Policies and Procedures Manual (as amended).

C. Nonexempt Employees

Nonexempt employees are paid on an hourly basis and are subject to the minimum wage and overtime provisions of the FLSA. The hours worked by nonexempt employees are reported via timekeeping system. These employees shall receive overtime pay in accordance with FLSA.

D. Full-Time (FT) Regular

City employees budgeted to work thirty-five (35) or more hours per week, have completed their probationary period, and are entitled to employee benefits.

E. Part-Time (PT) Regular

City employees budgeted to work at least twenty (20), but no more than thirty-four (34) hours per week in a regular, budgeted position, have completed their probationary period, and are entitled to prorated employee benefits.

F. Bargaining Unit Position Designations

Bargaining Unit Positions are designated as: AF (AFSCME), FF (Fire Union), or PO/ DS (Police Union). These positions are also subject to Collective Bargaining Agreements (CBAs), which often supersede certain City Policies. All bargaining unit positions are non-exempt for the purposes of overtime under the FLSA.

G. Management Confidential (MC)

Positions are not represented by a bargaining unit and are classified as such due to meeting the definition of “management”, “supervisor”, or “confidential” under the State of New Mexico’s Public Employee Bargaining Act (PEBA). MC positions may be either exempt or nonexempt for the purposes of overtime, as determined by the FLSA.

H. Executive Benefitted (EB)

Employees in these positions are executive level and are at-will. These positions include but are not limited to City Manager, Deputy City Manager, City Attorney, City Clerk, Department Directors, Economic Development and Business Relations Manager, etc. ~~and Public Affairs Division Manager.~~

I. Non-Benefitted (NB)

City employees budgeted to work less than twenty (20) hours per week and temporary employees. Such employees are not entitled to employee benefits or bargaining unit representation.

J. Grant Funded (GF)

A GF appointed employee is hired (full or part-time) into a position that is funded and defined by a grant and designated to run for a defined period of time. Employees in this category are not eligible for bargaining unit membership and may not be eligible for benefits. Employees in this category are at-will employees, and their employment may be terminated at any time, without rights to appeal.

K. Term (TE)

The City may employ individuals for a one-time, finite period, the terms and provisions of which are memorialized through written agreement.

L. Temporary (TP) or Seasonal (SE)

The City may employ individuals on a temporary or seasonal employment status, which shall be limited to no more than nine (9) months in duration. Temporary employees shall not be eligible for bargaining unit membership or employee benefits nor receive any of the benefits provided by these rules. Employees in this category are at-will employees, and their employment may be terminated at any time, with or without cause, and without any right to appeal.

4.4 Class Specification and Position (Job) Descriptions

A written job description shall include the position title, a summary of duties and responsibilities, examples of typical duties performed, a statement of minimum qualification requirements, essential functions, employment designation, and a definition of working conditions, which shall be maintained for each classification as follows:

- A. The HR Department shall review job descriptions on an ongoing basis and as needed.
- B. Job descriptions shall be written to incorporate the essential functions of the job which must be performed with or without a reasonable accommodation.

4.5 Change in Classification Status and/or Anniversary Date

Any change in classification status shall be approved by the HR Director or designee. In cases of promotion, transfer or demotion, the effective date of the classification will become the employee's anniversary date for purposes of seniority and performance evaluation deadlines. A change in classification shall take effect at the beginning of a pay period, unless an exception is made by the HR Director. Such status changes shall include:

A. Promotion

A promotion is the advancement from one's position to a position in a higher grade, with higher level duties and responsibilities. An employee shall meet all requirements of the new position before being promoted.

1. Nonexempt Employees

An employee being promoted to a nonexempt position will be paid at the minimum of the new range or receive a pay increase of 5%, whichever is greater. A higher increase, of up to an additional 3%, may be recommended by the department director and approved by the HR Director. Any additional increase due to special circumstances must be approved by the City Manager.

The effective date of an employee's promotion becomes that person's new anniversary date.

2. Exempt employees

Upon promotion to an exempt position, the employee may receive a pay increase within the grade of the new position. The amount of the increase, up to a maximum of 15%, will be determined upon recommendation by the department director and approved by the HR Department with final consideration by the City Manager. Any promotional increase above that limit must be approved by the City Manager. The effective date of the promotion becomes the employee's new anniversary date.

3. Lateral Transfer

A lateral transfer is a voluntary movement of an employee from one classified position to another classified position in the same grade, without a break in service. Lateral transfer does not include a pay increase or adjustment in most cases. Lateral transfers are subject to the same probationary period and reemployment rights as promotions.

B. Demotion

A demotion is the movement of an employee from a position in one pay grade to a different position in a lower grade. Any demotion may be subject to an automatic decrease in pay, pursuant to HR Director's determination.

C. Involuntary Transfer

Involuntary transfers of employees may be made to best use employee skills, education, or experience. A transfer may involve employee reassignment to another position within the City. The HR Director and the City Manager determine if and how an employee may be transferred involuntarily.

D. Reclassification

A reclassification is the transformation of a position from one class to another to recognize a significant change in the duties and responsibilities of a position. All reclassification requests shall be presented to the HR Department for evaluation and recommendations. If, as a result of review conducted by the HR Department, it is determined that the duties being performed in a specific position are not appropriate to that classification or grade, the position may be reclassified and the following will apply:

1. In most cases, if the position is assigned to a higher salary grade, the new rate of pay shall follow the same rules as stated for promotions.
2. In most cases, if the position is assigned to a lower salary grade, the new rate of pay shall follow the same rules as stated for demotions.

E. Changes in Employee Status or Pay Rate

A change in an employee's status from part-time to full-time or from full-time to part-time shall not affect the employee's hourly pay rate. A change in employee status shall be effective at the beginning of a pay period unless an exception is made by HR.

F. Temporary Interim Assignments

1. An employee may be assigned to fill a vacant position on a temporary or interim basis. If the vacant position is in a grade which is lower than the position of the employee temporarily assigned, the employee shall not have a reduction in pay.

2. If the position to which the employee is temporarily assigned is in a grade which is higher than said employee's regular position and outside of the scope of the employee's current job responsibilities, the employee shall receive a pay adjustment.
 - a. The temporary assignment must be for a period of more than thirty (30) consecutive days. The employee's temporary pay adjustment will take effect on the 31st day of the assignment.
 - b. An employee who accepts a temporary assignment in accordance with this policy is eligible to receive an increase of 5% above their current pay rate or the minimum of the new grade whichever is greater. Any department director's recommendation exceeding 5% is subject to HR Director approval.
3. If the position to which the employee is temporarily assigned is FLSA exempt, the assignment is for a period of more than thirty (30) consecutive days, and the employee receives a temporary increase in pay, said employee shall be considered FLSA-exempt for the duration of the temporary assignment.
4. If the temporary assignment consists of some but not all higher-level responsibilities, the amount of the pay adjustment shall be subject to the department director's recommendation, but the HR Director shall make the final determination.
5. At the conclusion of the temporary assignment, the employee shall return to the former position and rate of pay, adjusted for any intervening cost of living adjustments.

Chapter 5 Compensation Plan

5.1 Objectives

In an effort to hire and retain the most qualified employees, the City of Rio Rancho has developed a formal salary administration program. The fundamental objective of this program is to ensure that employees are paid in relation to the value of the work they perform and that all employees receive equitable compensation for their qualifications, skills, abilities, and successful performance in their respective positions. All provisions of these objectives are contingent upon the availability of funds.

5.2 Rate Schedules

The City of Rio Rancho will maintain wage rate schedules setting forth a series of salary grades, numbered from the lowest to the highest. Each salary grade will have a salary range, the minimum of which corresponds to the lowest rate usually paid to a fully qualified employee; a midpoint; and a maximum, which is the greatest value the position has to the City. Every position shall be assigned to a salary grade.

Regularly, HR and City Manager shall review the competitive rates of pay for City positions, and, subject to the availability of funds, may make any necessary adjustments in the rate schedule, ~~to be effective for the next fiscal year.~~ Term and temporary employees may not be eligible for any cost of living increases.

5.3 New Positions

Subject to City Manager approval, HR may create new City positions classified according to similar duties and responsibilities associated with other City positions.

5.4 Hiring Rate

The recommended hiring rate for a new employee is the minimum rate in the designated pay grade for the position.

In rare situations when a candidate has exceptional qualifications, that candidate may be offered a rate of pay between minimum and midpoint of the range. Such exceptions must be approved by the HR Director. Any hiring rate above the midpoint of the range must be approved by the City Manager before an offer may be made.

5.5 Payroll Procedures

Payroll personnel shall timely and accurately process and account for employee pay. The Payroll Office abides by state and federal laws, labor agreements, Bureau of Labor standards, and the City of Rio Rancho Personnel Policies and Work Rules. Each employee is responsible for reviewing her/his paystub for accuracy (including hours paid, accruals, and correct withholding). Any and all suspected errors in a given pay period shall be reported to payroll personnel before the end of the following pay period. Any and all overpayment of wages shall be reported by employees to payroll personnel immediately. Overpayment of wages shall be repaid immediately to the City either by lump sum payment or by withholding future wages due to the employee, until such overpayment is fully repaid.

A. Paydays

The pay periods for City employees are biweekly. Employees receive their paychecks on the Friday following the close of the pay period. In the event that a payday Friday is observed as a holiday, every effort will be made to distribute the paychecks to employees on the workday preceding the holiday.

B. Recording of Hours

All City employees shall keep a clear and accurate record of their hours worked and leave taken. At the end of the pay period, each employee shall complete and confirm their time record verifying its accuracy. For additional information on time reporting for FLSA-exempt employees, reference Chapter 3 (Time Reporting Requirements for FLSA-Nonexempt Employees), or City Administrative Policies and Procedures (as amended).

C. Overtime Provisions

1. Approval

There may be occasions when nonexempt employees will be required to work more than their normal schedule. A supervisor may assign an employee to perform a particular job function which requires overtime. No employee is permitted to work overtime unless authorized in advance by the supervisor with the approval of the department director. Where operations are continuous, an employee shall remain at the work place until replaced by the next shift employee or the supervisor.

2. Pay

Federal law mandates that FLSA nonexempt employees (non-law enforcement only) must receive overtime pay for hours worked in excess of forty (40) in a workweek of at least one and one-half times their regular rates of pay. Part-time employees will be paid at their straight time hourly rate for all hours worked up to forty (40) hours in a workweek.

a. Flex-Time in Lieu of Overtime

Employees may select to flex their schedules in lieu of overtime pay if agreed upon with their supervisors before working the overtime.

4. ~~3.~~ FLSA exempt employees are not eligible for overtime. Overtime for nonexempt Police Officers and Emergency Fire and Medical Service employees shall be paid in accordance with applicable Federal law.

- ~~5.~~ ~~4.~~ Hours paid for but not worked, such as vacation, holidays, sick leave, paid administrative leave, etc., shall not be counted in computing overtime.

5.6 Cost of Living (COLA) Increases

A. Annually, the Governing Body may allocate a percentage or range of percentages available for cost of living pay increases in the annual operating budget.

B. An employee's base rate of pay shall not exceed the maximum rate for that employee's position.

5.7 Spanish Language Interpreter Specialty Pay

Spanish speaking interpreter needs within various ~~d~~Departments and ~~d~~Divisions have been established and are continually assessed. Employees may volunteer and test for vacant interpreter opportunities. Once established as interpreters, employees will be identified as such on the City phone list and will be expected to assist, as needed, during their scheduled work hours within their respective department, in addition to other departments, as needed. Employees designated as interpreters will be paid an additional bi-weekly stipend. For more information on qualifications and procedures related to this policy, refer to the City Administrative Policies and Procedures Manual (as amended).

5.8 Retention Differential

In some cases, in order to retain employees being actively recruited to similar or identical positions or employment in the same or similar career path outside of the City, the City Manager may consider or authorize a one-time incentive pay increase to induce that employee to remain with the City. For more information on retention differential, reference the City's Administrative Policies and Procedures (as amended).

5.9 Service Awards

Employees may receive service awards for meeting certain tenure milestones with the City. For more information on service awards, reference the City Administrative Policies and Procedures (as amended).

5.10 Public Employees Retirement Association (PERA) Enhancement Pay

City employees that are management confidential/exempt and designated as non-collective bargaining unit positions shall receive PERA Enhancement Pay in accordance with the schedule and notations below. Service time with another PERA eligible entity is not applicable to credit for PERA Enhancement Pay.

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

*Sworn police and fire personnel in non-collective bargaining unit positions within the Police Department and Fire and Rescue Department shall receive PERA Enhancement Pay at the rates contained within the respective Rio Rancho Police and Communications Association (RRPCA) and Rio Rancho Firefighter's Association - International Association of Firefighters (RRFA -IAFF L4877) collective bargaining agreements, with the exception of the Department Directors and non-union communications personnel. The Public Safety (Police) Department Director, Fire and Rescue Department Director, and non-union communications personnel shall be eligible for PERA Enhancement Pay as noted in Section 5.10. Employees in American Federation of State, County, and Municipal Employees (AFSCME) Local 3277 Bargaining Unit accreted classifications shall receive PERA Enhancement Pay at the rates contained within its Collective Bargaining Agreement.

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

Chapter 6

Performance Evaluation

6.1 Definitions

EE means Employee Evaluation.

ME means Manager Evaluation.

Performance Appraisal Form means the City Employee Evaluation and Manager Evaluation form.

Rater means immediate supervisor.

Reviewer means supervisor's supervisor.

Opening means first two (2) weeks of employment.

Interim means semi-annually at six (6) months of employment or six (6) months prior to an employee's anniversary date.

Annual means every 12 months. (Due each year to HR by established deadline.)

6.2 Policy

City of Rio Rancho ~~e~~ Employees who are probationary, career, temporary (temp), or term status will be evaluated using the City's Performance Evaluation forms. This policy requires that an employee performance evaluation document be initiated by the supervisor by appointment, reassignment, promotion, demotion, reduction, transfer, and as otherwise scheduled by the City.

6.3 Manager Performance Evaluation Training

Managers and supervisors must successfully complete the City Human Resource Department's training course on employee performance management. Only those supervisors and managers who have completed the approved training are approved to evaluate subordinates. New supervisors and managers must have successfully completed employee performance management training within thirty (30) days of their hire date, or as soon as practicable.

6.4 Frequency of Evaluations and Interim Reviews

The performance and development of a career employee must be evaluated annually by the immediate supervisor. At least one interim review during the rating period is recommended. The final performance evaluation must be received by the HR Department by the date designated by the City on an annual basis. The reviewer should preview and agree to the rater's comments and ratings prior to a formal performance evaluation conference between the rater and the employee where the ratings are presented.

The performance and development of a probationary employee shall be reviewed prior to the completion of their probationary period. If deemed appropriate, additional reviews will be issued throughout the probationary period. The department director shall evaluate interim reviews.

The performance and development of an employee, supervisor, or manager who transitioned from a prior City position shall be issued an evaluation prior to the completion of one-year in that new position. It is recommended that an interim review be conducted during this initial rating period.

An interim evaluation may be performed whenever a supervisor needs to make an employee's performance a matter of record. Upon change of immediate supervisor, the former supervisor is required to complete an interim review on the existing ME/ EE (not a close-out) and the existing ME/EE remains in effect for the entire review period. The new supervisor continues to appraise the employee based on the existing ME/EE. The new supervisor must contact HR as soon as practicable upon change of supervisor when there are personnel actions initiated by the former supervisor.

The department director or designee approves all interim, final probationary and annual evaluations.

6.5 Employee Rebuttal

Within 10 business days of receiving an annual evaluation, employees may submit a rebuttal, which will become a part of the personnel file. The rebuttal is a matter of record only and does not require any action or response. Employees may use the City's formal complaint resolution procedure (see Chapter 8) to dispute the supervisor's rating when the employee believes that policy and/ or proper procedures have not been followed.

6.6 Monitoring and Compliance

It is the responsibility of each reviewer to ensure that each supervisor and manager successfully completes training for employee performance management within thirty (30) days of hire or as soon as practicable. Reviewers shall review each evaluation to monitor for quality, fairness, consistency, and compliance with this policy. Managers and supervisors who fail to comply with this policy may be subject to disciplinary action up to and including dismissal.

6.7 Confidentiality

Performance evaluations, being matters of opinion, are not open to public review and are not considered public record. They are protected and confidential documents under 14-2-1 NMSA 1978, as amended. However, since performance evaluations are considered a necessary part of each employee's employment history, such documents may be reviewed by appropriate supervisory personnel.

Chapter 7

Corrective and Disciplinary Action

7.1 Objectives

Employees play a critical role in assisting the City of Rio Rancho fulfill its mission and vision. Supervisors have the responsibility to train and support employees to understand their job requirements, to improve performance, and to address negative issues which affect their work and the workplace. Reasonable expectations of employee conduct are necessary for a productive and efficient workplace.

7.2 Employee Responsibilities and Rights

Employees are responsible for reviewing and following established City policies, procedures, and practices. These policies and procedures are available to employees electronically on the intranet. Employees shall work in an efficient, competent, cooperative, and respectful manner and fulfill their job requirements. Employees' rights and remedies differ depending on employment classification.

7.3 Director and Supervisor Responsibilities

Directors and supervisors shall ensure that employees understand job requirements and expectations and address problems relating to performance or conduct in a timely and effective manner. Prior to initiating disciplinary action against an employee, directors and supervisors are required to consult with HR for guidance. For additional information on this requirement and related procedures, please refer to the City Administrative Policies and Procedures (as amended).

To achieve optimal results regarding performance and conduct, when addressing performance and conduct issues, Supervisors shall work with HR to engage the following:

7.4 Progressive Discipline

The City uses progressive discipline when applicable for regular employees who violate or fail to comply with City policies, procedures, rules or expectations. Progressive discipline does not apply to all circumstances and each case is evaluated individually. Progressive discipline includes the following principles to provide notice regarding performance or conduct:

- A. Employees will be treated in a fair and consistent manner.
- B. Repeated violations of rules or policies will not be tolerated.
- C. Deficient performance or misconduct may result in discharge.
- D. Dismissal without prior or progressive discipline may be warranted.

Corrective and disciplinary action may be applied in a matter proportionate to the performance or conduct issue in relation to prior corrective or disciplinary action.

Disciplinary action or corrective action includes but is not limited to the following:

- A. Oral or Written Warning (Corrective)
- B. Written Reprimand (Corrective)
- C. Performance Improvement Plan (Corrective)
- D. Suspension (Disciplinary)
- E. Demotion (Disciplinary)
- F. Discharge (Disciplinary)

7.5 Documentation

Whenever corrective or disciplinary action is necessary, timely and thorough documentation is required. Documentation reflects the accurate facts, circumstances, and communication between the supervisor and the employee.

7.6 Disciplinary Actions, Regular Classified Employees

Proposed disciplinary actions, which include suspensions, demotions, and discharges shall follow the process below:

A. Notice of Contemplated Disciplinary Action

In order to initiate disciplinary action against an employee, the department shall serve a notice of contemplated disciplinary action to the employee. This notice shall:

1. cite the specific incidents constituting just cause;
2. reference any applicable policy, statute, ordinance, rule or directive;
3. provide an explanation of any documentation, evidence and/or facts relied upon;
4. specify the contemplated disciplinary action; and
5. state that the employee has five (5) business days from service of the notice of contemplated disciplinary action to respond in writing or to request a face-to-face meeting.

B. Employee Representation

A representative of the employee's choice may respond to the notice of contemplated disciplinary action and may be present at the face-to-face meeting.

Informal Meeting

1. If the employee requests a face-to-face meeting in response to the notice of contemplated disciplinary action, the department director shall notify the employee of the date, time and location of that meeting; the meeting shall be held within five (5) calendar days from when the department received the request for the face-to-face meeting.

2. The employee and department director may agree in writing to an alternate date, time or place for the face-to-face meeting.
3. The face-to-face meeting shall be between the department director and the employee. The purpose of the face-to-face meeting is to allow the employee or the employee's representative to respond to the allegations in the notice of contemplated disciplinary action. This meeting is not intended to be a full-evidentiary hearing, rather it is an opportunity for the employee or representative to explain the employee's position regarding the allegations.
4. If a written response is filed with the department director and the employee also participates in the face-to-face meeting, the department director shall consider all information provided before arriving at a final decision regarding disciplinary action.

Notice of Final Action

1. The department director shall deliver written notice of final disciplinary action to the employee no later than five (5) business days following any written response or face-to-face meeting, whichever is later.
2. The notice of final action shall include:
 - a. ~~t~~The final disciplinary action to be taken;
 - b. the evidence constituting just cause which shall be limited to evidence referenced in the notice of contemplated disciplinary action;
 - c. applicable policies, statutes, ordinances, rules or directives violated by the employee;
 - d. ~~a~~ discussion of the employee's defenses as stated in any written response and/or face-to-face meeting; and
 - e. the date of delivery of the notice of contemplated disciplinary action.

7.7 Disciplinary Actions, Directors and At-Will Employees

Directors and other at-will employees serve at the pleasure of City Administration, pursuant to the City Charter and Municipal Code.

Chapter 8

Complaint Resolution Procedure

8.1 Objective

To establish a process for City of Rio Rancho employees, supervisors, and managers to identify and resolve job-related complaints, requiring prompt consideration and promoting resolution at the lowest level possible.

8.2 Definition

A Complaint under this chapter is an assertion by a City of Rio Rancho employee to a supervisor or manager that alleges a violation, misinterpretation, or misapplication of City Policies and Work Rules, existing department or division policies or procedures, terms or conditions of employment, or applicable state or federal civil rights and anti-discrimination laws. Alleged violations of labor contracts or regulations should be grieved through the applicable legal or contractual process.

8.3 Complaint Procedure and Resolution Process

An employee filing a complaint must be personally aggrieved and the alleged violation must be within the control of the City to remedy. At any stage of the resolution process, complainants shall be free from restraint, interference, coercion, discrimination or reprisal.

Complaints must be initiated by the grieving party within ten (10) business days of when complainant is, or reasonably should be, aware of the concern.

Step 1: Supervisor

The complainant must verbally discuss the alleged violation with the supervisor who has the authority for resolving the issue within ten (10) workdays of the incident being aggrieved, either in-person or telephonically. The supervisor must respond in writing within ten (10) workdays. If no response is provided or the employee believes the response insufficient, the employee's request shall be deemed denied.

Step 2: Department Head

If the issue is not resolved through discussion with the supervisor, the complainant must submit a formal written complaint to the department head who has authority to address the issue within ten (10) workdays of the supervisor's Step 1 response. A copy of the complaint must be sent to the HR Director by the complainant. The written complaint must include:

- A. The complainant's name, title, office and department/ division;
- B. a thorough explanation of the matter, including the specific date(s) of the alleged violation, misinterpretation or misapplication;
- C. evidence to support the allegations including citation of the specific rule, regulation, policy, procedure or law which has been violated;

D. the relief requested; and

E. the date and a summary of Step 1 process.

The department head shall respond in writing within ten (10) workdays of receipt of the written complaint. The department head shall consult with HR to prepare the Step 2 response.

Step 3: City Manager

If the issue is not resolved at Step 2, the complainant may submit a formal written complaint to the City Manager within ten (10) days of the department head's Step 2 response. A copy of the Step 3 complaint must be sent to the HR Director by the complainant. The written complaint must include:

A. ~~The~~ complainant's name, title, office and department/division;

B. a thorough explanation of the matter, including the specific date(s) of the alleged violation, misinterpretation or misapplication;

C. evidence to support the allegations including citation of the specific rule, regulation, policy, procedure or law which has been violated;

D. the relief requested; and

E. the date and a summary of the Sstep 1 process and Sstep 2 process.

The City Manager shall respond in writing within ten (10) workdays of receipt of the written complaint, and may within this time period, request a meeting with the complainant to discuss the complaint and its settlement. The decision of the City Manager at Step 3 shall represent the determination of the City and shall be final. If the City Manager has a conflict of interest bearing on the issue, the City Manager shall delegate the matter to the Deputy City Manager.

Additional Information

A. The parties may extend the time limits at any step through mutual written agreement.

B. In the event either party is out of the office for a full business day, the time limits are extended for a corresponding amount of time.

C. Any questions regarding this procedure may be directed to the HR Director.

Chapter 9

Leave, Holidays, and Benefits

9.1 Objectives

The City of Rio Rancho supports a productive work-life balance for its employees. The City of Rio Rancho encourages employees to take approved time off of work in accordance with these policies. Except for Police & Dispatch, Fire & Rescue, and AFSCME Bargaining Unit employees, all other eligible City employees are subject to sick and vacation benefits under this policy.

9.2 Vacation

A. Eligibility

All regular and probationary employees are eligible to earn and use paid vacation from the date of hire pursuant to the following:

B. How Vacation Leave is Accrued

Eligible employees accrue vacation each pay period only during time actually worked and during any paid leave authorized by the City. For any hours during a pay period an employee is on unpaid leave, no vacation leave shall accrue. Vacation leave may not accrue during absences for short-term disability, long-term disability, or workers compensation.

C. Vacation Accrual

1. ***Full-time employees in positions that are not included in a bargaining unit*** shall accrue vacation from their date of hire, and such vacation shall be credited for each biweekly pay period in which the employee receives pay in accordance with the following schedule:

Date of Hire through end of year 3: 10 days per year (80 hours)
Beginning of year 4 through end of year 10: 15 days per year (120 hours)
Beginning of year 11 through end of year 14: 20 days per year (160 hours)
Beginning of year 15: 25 days per year (200 hours)

2. ***Part-time employees who work an average of twenty (20) or more hours per week*** shall accrue vacation on the same basis as regular full-time employees, prorated to the average time worked by such part-time employees.

3. ***Part-time employees who work an average of less than twenty (20) hours per week*** are not entitled to vacation benefits.

D. Use of Leave

1. Employees must request and receive approval of vacation in advance from their immediate supervisor. Employees shall request vacation at least two weeks in advance of the dates desired, or as soon as practicable. Such requests are subject to the approval of the department director. Every effort will be made to accommodate the employee's request, but final approval will depend upon the City's operational needs being fully met. It is recognized that in certain emergency situations an employee may not be able to request leave in advance and the supervisor should give such a request fair and reasonable consideration.
2. Employees will not be granted vacation in excess of the amount accrued at the time requested.
3. Employees may carryover accrued but unused vacation from one fiscal year to the next. However, the amount to be carried forward may not exceed three hundred twenty (320) hours. Any unused vacation in excess of 320 hours as of the end of the fiscal year or upon separation of employment shall be deemed forfeited.
4. Vacation leave shall not be paid out, except upon separation from employment.
5. Vacation leave cannot be utilized in lieu of "sick leave," unless the employee's sick leave balance is exhausted, or as allowed for approved leave under FMLA.
6. Upon separation of employment for any reason, the employee shall be paid for all vacation accrued but not taken as of the last day worked, up to a maximum of 320 hours.
7. In the event a recognized holiday(s) occurs during an employee's vacation, the employee will be paid for the holiday and the time not charged to vacation time.

9.3 Sick Leave

Sick Leave is an employee benefit provided by the City which provides time off from regular duty with pay when an employee is unable to work due to illness, for attending a doctor's appointment, an FMLA qualifying event, or for illness/treatment of a family member as defined in Chapter 1).

Full-time employees shall accrue sick leave from their date of hire at the rate of one day per month, prorated for each biweekly pay period in which they receive pay.

Eligible employees accrue sick leave each pay period only during time actually worked and during any paid leave authorized by the City. For any hours during a pay period an employee is on unpaid leave, no sick leave shall accrue. Sick leave may not accrue during absences for short-term disability, long-term disability, or workers compensation.

Part-time employees who work an average of twenty (20) hours or more per week shall accrue sick leave on the same basis as regular full-time employees, prorated to the average time worked by such part-time employees. Part-time employees who work an average of less than twenty (20) hours per week are not entitled to sick leave benefits.

There shall be no maximum limit to the amount of unused sick leave accrued.

Employees will be eligible to use sick leave benefits from their date of hire. Sick leave benefits will be based on the employee's work schedule and will be paid at the employee's straight time rate of pay in effect on the date the illness commenced. Sick leave will not be paid in excess of the number of hours accrued at the time of the absence. Should the period of absence exceed the amount of sick leave accrued, employees may request to receive any other paid leave for which they are eligible at that time. Any further period of absence for which sick leave or other paid leave is not available shall be in accordance with the City's policy regarding leave without pay.

Employees may request sick leave benefits for absences caused by illnesses or injuries and for medical appointments, i.e., appointment for doctors, dentists, physical therapists, etc. Disabilities relating to pregnancy will be treated as any other temporary disability.

Illnesses or medical appointments in the employee's family (see Chapter 1) which require the employee's absence from work may be taken as sick leave. Absences of more than three consecutive days require notification to HR and may be subject to FMLA rules.

Payment of accrued sick leave benefits may continue to an employee who is released to return to work on a part-time basis, but in no case may the combined payments be greater than the employee's usual weekly rate of pay, excluding overtime.

The City retains the right to request a statement from a qualified professional to verify the request for use of sick leave. Employees who have been absent due to a disabling illness or injury may be required to provide a statement from their physician releasing them to return to their normal duties. The City retains the right to obtain clarification from an employee's treating physician as to whether or not the employee is fit for duty when it has been determined by the employee's supervisor or manager that the employee's safety is in jeopardy due to their return to their position.

Sick leave conversion: To reward employees for low usage of sick leave, sick leave may be converted to vacation leave according to the following procedures:

1. Full-time employees who use no more than 40 hours of sick leave during a calendar year (January 1 through December 31), leave without pay, or other unexcused absence during the calendar year may convert 8 hours of sick leave to vacation.
2. Full-time employees who use no more than 32 hours of sick leave, leave without pay, or other unexcused absence during the calendar year may convert 16 hours of sick leave to vacation.
3. Full-time employees who use no more than 16 hours of sick leave during a calendar year (January 1 through December 31), leave without pay, or other unexcused absence during the calendar year may convert 32 hours of sick leave to vacation.
4. Part-time employees who use no more than 16 hours of sick leave during a calendar year (January 1 through December 31), leave without pay, or other unexcused absence during the calendar year may convert 4 hours of sick leave to vacation.

5. Part-time employees who use no more than 12 hours of sick leave, leave without pay, or other unexcused absence during the calendar year may convert 8 hours of sick leave to vacation.

6. The additional vacation time converted under this policy will be credited effective the second 2nd pay period in January of each year for the period covering the preceding twelve (12) calendar months.

7. To be eligible to participate, employees must have been employed for the complete calendar year.

Sick leave benefits upon separation in Good Standing:

Employees hired after April 1, 2021:

1. An employee, after serving ten (10) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 160 hours.
2. An employee, after serving fifteen (15) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 240 hours.
3. An employee, after serving twenty (20) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 320 hours.
4. An employee, after serving twenty-five (25) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 480 hours.

Employees hired before April 1, 2021, may choose either the prior option or the following (if eligible):

1. An employee, after serving ten (10) years with the City of Rio Rancho, upon retiring under PERA, shall be eligible to convert available sick leave hours to vacation using the following conversion ~~conversion~~ rates:

- a. The first 250 hours may be converted at a ratio of 4:1, i.e., four (4) hours of sick leave to one (1) hour of vacation;
- b. The second 250 hours may be converted at a ratio of 2:1; and
- c. An additional 500 hours may be converted at a ratio of 1:1 for a maximum of 1,000 sick leave hours converted to 687.5 hours of vacation leave.

2. An employee, after serving fifteen (15) years with the City of Rio Rancho, may convert sick leave to vacation leave at the same rates set forth above upon separation from the City in good standing.

9.4 Paid Time-Off (PTO)

Employed Members of Service (MOS) of Rio Rancho Police Department (RRPD) and Rio Rancho Fire & Rescue Department do not accrue vacation and sick leave. Rather, these MOS accrue PTO as stipulated in their respective Collective Bargaining Agreements.

9.5 Terminal Leave

Once an employee has announced their intent to retire from the City under PERA, they may choose to go onto terminal leave for up to three (3) continuous months ~~preceding~~ ~~preceeding~~ their official retirement date. Upon commencement of terminal leave, future leave accruals stop, vacation balances shall be reduced to the maximum separation threshold (if applicable), PTO is reduced to the maximum separation threshold (if applicable), and sick leave is converted to vacation (if applicable). Employees may then use available vacation or PTO for a maximum of three (3) months total time while remaining on the books as a City employee. Any existing accrual balances remaining after terminal leave has ended will be paid out on the employees' final paycheck.

9.6 Medical Leave

A. FMLA leave

Any employee may request a medical leave of absence ~~for personal or family illnesses, or for the birth or placement of a child for adoption or foster care~~, for up to twelve (12) weeks in any consecutive twelve (12) month period of time in accordance with the provisions of the Family and Medical Leave Act (FMLA) of 1993. Any leave in excess of twelve (12) weeks must be approved by the HR Director.

The twelve (12) weeks of leave may be taken as needed, subject to the following conditions:

1. Employee will use accrued sick leave. When this is exhausted, employee shall use accrued vacation leave. Thereafter, any additional available paid leave balances shall be used. Upon exhausting all paid leave, all additional approved leave shall be unpaid.
2. In the event of a medical disability, the employee must provide to the HR Department a certification from the treating physician verifying the medical reason for the disability and indicating the estimated length of disability. Where foreseeable, this notice shall be provided at least thirty (30) days in advance of the leave.
3. If the requested leave is for the birth or placement of a child for adoption or foster care and both parents are employees of the City, the leave shall be for a combined total of twelve (12) weeks. The employees shall decide between themselves how the time off shall be split. Intermittent use of FMLA leave is not permissible for the birth or placement of a child for adoption or foster care.
4. Employees will be eligible to maintain their benefits during the leave of absence provided they continue to pay the employee portion of the premium to the City on a timely basis.
5. For the first twelve (12) weeks, return to the same or an equivalent position is guaranteed. In the case of a leave in excess of twelve (12) weeks, the City will make every attempt to hold the employee's position open unless, due to business necessity, it is necessary to fill the position on a regular basis. Business necessity will be determined by examining the anticipated length of the absence in light of the availability of a temporary replacement and the anticipated recruitment period needed to fill the position.

B. In the event of an on-the-job injury or occupational illness, the employee will be paid their full regular pay, with appropriate deductions in accordance with the New Mexico Workers Compensation Act, until the commencement of temporary total disability or partial disability. Payment will be made under this section, and provided entirely by the City, only when the employee is absent for the entire waiting period in accordance with the Act.

1. For the duration of the disability, the employee may continue to use accrued leave, integrated with the Worker's Compensation benefits, in order to receive 100% of usual weekly compensation, excluding overtime.
2. All payments and procedures are in accordance with the provisions of the New Mexico Worker's Compensation Act. All other conditions are in accordance with Section A-7 above.

9.7 Military Leave

Leave for military purposes shall be granted as follows:

A. Any employee who is inducted into or enlists in any branch of the Armed Forces of the United States will be granted a military leave of absence without pay. Employees who have been granted such military leave of absence shall be paid by the City in accordance with all applicable Federal and State Laws.

B. Any employee who is a member of any Armed Forces Reserve component or National Guard unit shall be granted military leave of absence for all required military duty including examinations, drills, training and emergency obligations. Full-time employees and part-time employees who are granted a military leave under this provision shall be eligible to receive pay in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). If approved leave under USERRA exceeds afforded paid time, the employee may use other accrued leave or take the remainder of the leave without pay.

C. Immediately upon receipt of orders to report for military duty, employees shall submit a copy of the orders, together with a written request for a military leave of absence, to their department director and the Department of HR.

D. Employees will be eligible to maintain their benefits when called to active duty provided they continue to pay the employee portion of the premium to the City on a timely basis.

9.8 Bereavement Leave

The City of Rio Rancho recognizes the need of its employees for time off in the event of a death in their family or a colleague in City government.

Employees shall notify their supervisor or department director of their need for Bereavement leave and specify the relationship of the family member. In the event of the death of an employee's family member, three (3) days leave with pay shall be granted. Family member is defined as a relative within the third degree of blood or marriage to include parent, step-parent, sibling, spouse (or domestic partner, affidavit must be on file), child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparent, great grandchild, niece/nephew, and aunt/uncle of the employee and shall also include persons with whom the employee has a legal custodial relationship.

Vacation leave or leave without pay may be allowed for an employee to attend the funeral of a relative not included in the aforementioned family group. Such requests shall not be unreasonably denied. In the event of the death of a colleague within the City, an employee may take Bereavement leave, not to exceed three (3) hours, for the time required to attend the funeral. If requested, employee shall produce documentation in regards to the death and familial relationship.

If an employee provides documentation from a doctor that a serious illness, including but not limited to a possible death situation exists in the employee's immediate family, HR may grant appropriate leave to the employee in accordance with the Family and Medical Leave Act, if requested by the employee.

If out-of-state travel is required to attend the funeral of a family member as defined herein, the department director will grant two (2) additional days of absence with pay. Additional time off may be requested and the granting of such requests will be at the discretion of the department director. Such requests shall not be unreasonably denied. The additional time off may be charged to other paid leave or taken as leave without pay.

Full-time employees will be paid at their straight time rate. Part-time employees, who work an average of twenty (20) or more hours per week, will be paid for the hours they were scheduled to work but did not due to the death of the family member.

9.9 Jury or Witness Leave

The City acknowledges the obligations of employees to serve when called as a juror or witness in court. Employees must notify the supervisor or department director and the HR Department immediately upon receipt of the notice to report to court. Appearances in court related to personal, non-job related matters, are not compensated or covered under this policy. Such time off as may be required may be charged to other paid leave or must be taken as leave without pay.

- A. Full-time employees and part-time employees who work an average of twenty (20) or more hours per week will be paid at their straight time rate for the hours they were scheduled to work but did not work due to their court appearance.
- B. Any fees or allowances paid to the employee as a result of jury duty, litigation-related testimony or statements (except for reimbursement for travel and actual out-of-pocket expenses), for which payment was made to the employee, shall be remitted to the City Financial Services Department, but not to exceed the base wages paid to the employee.
- C. When an employee is released from court service, temporarily or permanently, the employee shall return to work to complete the remaining hours of the workday.
- D. In the event an employee is required to appear in court in connection with the employee's job duties, such hours will be counted as hours worked for purposes of weekly pay and/or overtime.

9.10 Voting Leave

The City considers the casting of one's ballot in all elections both a right and a duty of the individual. Therefore, employees are encouraged to register and to vote in all elections.

A. Employees may use up to two (2) hours of absence during normal working hours, excluding the lunch hour, for the purpose of casting a ballot in an election qualified under state law. (NMSA 1978 Sec. 1-12-42, as amended) Employees will be granted this time, up to a maximum of two (2) hours, with pay, on Election Day. However, employees are not entitled to this time off to vote if the normal starting time is more than two (2) hours after the polls open or if the normal quitting time is more than three (3) hours prior to the closing of the polls.

B. Employees who wish to exercise the right to vote on Election Day during working hours must advise the supervisor or department director in advance, in order for the period of absence to be scheduled to assure a smooth flow of work. The supervisor or department director may specify the period during the workday when each employee may be absent. In order to request and utilize voting leave, employees must be registered to vote, utilize granted voting time specifically for such purposes, and are subject to audit.

9.11 Personal Leave Without Pay

For compelling personal reasons not authorized under FMLA, a non-temporary employee may request a personal leave of absence without pay, not to exceed twelve (12) weeks.

- A. An employee must submit a request in writing, setting forth the inclusive dates and the reason(s) for the leave requested, to the department director. Such requests must be forwarded to the department director and the HR Director for approval.
- B. An approved personal leave of absence shall not result in the employee's loss of seniority or benefits, provided the employee reimburses the City for the employee's portion of all insurance benefits. The reimbursement shall be calculated at the full cost of the insurance, unsubsidized by the City. The leave of absence shall not count as time worked for accrual of benefits based on active service with the City, i.e., vacation, sick leave, PERA service credit, etc.
- C. Employees who fail to return to work by the expiration of the leave of absence shall be considered to have voluntarily resigned from employment with the City.

9.12 Holidays

The Governing Body of the City of Rio Rancho shall annually set the holiday schedule for the upcoming year to be observed by the City. (~~Amended Nov. 10, 2021~~)

- A. Full-time employees shall be paid holiday pay at their straight time rate for the holiday hours observed on each of the designated holidays. No holiday hours paid in a given week shall count towards eligibility for overtime.

- B. Part-time employees who work an average of twenty (20) hours or more per week shall receive holiday pay at their straight time rate for the holiday hours observed, if an observed holiday occurs during their scheduled working hours. Employees who work an average of less than twenty (20) hours per week will not be paid for the holidays.
- C. Nonexempt employees who are required to work on a designated holiday will be paid at their straight time rate for the hours worked in addition to receiving holiday pay.

9.13 Educational Expense Reimbursement

Educational expense reimbursement is a privilege, subject to restrictions and parameters. For information regarding eligibility, funding, application, responsibilities, and related procedures for the Educational Expense Reimbursement ~~Reimbursement~~ policy, reference the City's Administrative Policies and Procedures (as amended).

9.14 Other Benefits

- A. The City of Rio Rancho shall provide such other benefits, as are required by law and as may be, from time to time, approved by the Governing Body and for which monies are appropriated. These benefits may include any or all of the following, and the City may share with the employee in the cost of some or all of the benefits provided:
 - 1. Retirement plan
 - 2. Health insurance benefits
 - 3. Dental insurance benefits
 - 4. Vision insurance benefits
 - 5. Life insurance benefits
 - 6. Accidental Death and Dismemberment insurance benefits
 - 7. Disability insurance benefits
 - 8. Worker's Compensation benefits
 - 9. Unemployment Compensation benefits
 - 10. Medicare portion of Social Security
 - 11. Retiree Health Care
- B. Part-time employees who work less than an average of twenty (20) hours per week and temporary employees are not eligible for any of the above benefits except Worker's Compensation, Unemployment Compensation, Medicare and Social Security, as appropriate.
- C. Participation in the above listed benefits by eligible employees is voluntary except for the Retirement Plan, Worker's Compensation, Unemployment Compensation, Retiree Health Care and Medicare, which are mandatory for all eligible employees.

D. The City's insurance and other benefits are subject to the terms and conditions established by law or set out in contracts with the providers, and information concerning these benefits may be obtained from the HR Department.

9.15 Changes to Benefits

The Governing Body reserves the right to modify, change, add or remove benefits at any time.

9.16 Leave Donation Program

A Leave Donation Program Policy, applicable for employees who earn annual or sick leave the opportunity to donate annual or sick leave to another employee for a medical emergency, shall be established via City Administrative Policies and Procedures or addressed via Collective Bargaining Agreements.

Chapter 10

Separation of Employment

10.1 Definition

Separation of employment with the City of Rio Rancho is defined as separation of an employee from the workforce as follows:

Resignation

An employee will be considered to have resigned if the employee:

1. ~~s~~Submits a letter of resignation to his/her department director or supervisor designating the last day of work. The letter may include the reasons for resignation. Employees are expected to give notice at least fourteen (14) calendar days prior to their last day of work. An employee may request to modify the effective date of the resignation subject to the Department Director's approval. Once the resignation is accepted by the Department Director, employees may not revoke their resignation unless the HR Director agrees to the revocation;
2. ~~h~~Has an unexcused absence from work for three (3) consecutive days without notification or authorization; or
3. fails to return to work, within the prescribed time limits, following an authorized leave of absence.

Retirement

Employees may elect to retire after meeting the eligibility requirements as defined by the Public Employees Retirement Association of New Mexico (PERA). Employees are expected to give notice to their supervisor and director a minimum of fourteen (14) calendar days prior to their last day. Employees should contact HR between six (6) months and one (1) year prior to their anticipated retirement date in order to obtain guidance on benefits.

Death

In the event of the death of an employee, the supervisor shall notify HR immediately. HR will assist the next of kin in completing separation forms and other employment or benefit forms.

End of Term or Assignment

At the conclusion of a position's term or temporary assignment, notice is not required. Because all term or temporary positions entail separation upon completion of the term or assignment. No prior notice is required of the separation.

Discharge

Discharge for unsatisfactory performance, misconduct, policy violations or other reasons deemed appropriate by the City. (See Chapter 7 for discharge provisions.)

10.2 Exit Interview

As part of the separation process, the HR Department shall provide the opportunity for employees to complete an exit interview before leaving employment with the City. The information collected may be used to determine employment trends, and to identify and correct areas of concern.

10.3 Final Pay

Pay to discharged employees shall be paid within five (5) days of such discharge. When an employee separates employment for any reason, all wages are due no later than the next succeeding pay day.

10.4 Return of City Property

At the time of separation, employees must return all City property (tools, uniforms, keys, identification badge, and/or any other items) issued to them. Deductions from the employee's final pay may be made if City property or funds are not returned. Collection efforts by the City for reimbursement of City property not returned may be initiated.

Chapter 11

Employee Conduct

11.1 Employee Behavior

City employees must adhere to the highest standards in the exercise of powers and duties of employment including conducting themselves in a manner that maintains public confidence in the day-to-day responsibilities of a public employee, in accordance with the City of Rio Rancho's Ordinances. Employees shall conduct themselves always in a manner that instills and protects the public's trust and confidence. Conduct that interferes with the City's operations, that brings discredit to the City, or that is disrespectful to members of the public or fellow employees may result in discipline up to and including dismissal.

11.2 Employee Conduct Expectations

All employees shall fulfill their employment duties and carry out their personal affairs in a manner that protects the public's trust and confidence in the City and its employees. All employees' conduct shall be in conformance with the rules listed below and applicable state law. Any violation may result in discipline up to and including termination of employment.

- A. Employees shall not conduct personal or commercial business while on duty.
- B. Employees shall not engage in any activity which conflicts in any way with their City employment.
- C. Employees shall not use their positions with the City in an attempt to coerce or influence anyone for personal gain or benefit, nor shall employees use City employment to compel goods or services to which they are not entitled.
- D. Employees shall not reveal any confidential communications derived through their employment.
- E. Employees shall not commit any dishonest or fraudulent act, including falsifying any public record.
- F. All employees shall comply with City Ordinance and New Mexico State Law regarding the receipt of any gift, gratuity, or hospitality.
- G. Employees shall carry out direct instructions from their supervisor, shall perform the duties and responsibilities stated in their job description, including related work assigned by their supervisor, and shall comply with these rules and other departmental rules. Refusal to follow a supervisor's order or disregarding a supervisor's authority constitutes insubordination.
- H. Employees shall refrain from negligent conduct and shall exercise reasonable care when performing their job duties.
- I. Employees shall refrain from violence, use of force, threats of the use of force, bullying, harassing behavior, appearances of impropriety, use of obscene language, and inappropriate conduct while engaged in the performance of their job, while representing the City, while wearing City uniforms or driving a City vehicle, or where such conduct jeopardizes the public's trust and confidence.

- J. Employees shall not use or allow non-City employees to use City property, equipment, or materials for personal use.
- K. Possession of unauthorized firearms or weapons on City property or facilities is strictly prohibited. Other than law enforcement, all firearms or weapons must be authorized by HR.

11.3 Conflict of Interest and Disclosure

- A. Employees shall avoid transactions and relationships that create a conflict of interest or the appearance of such. Where a conflict of interest is unavoidable, employees shall disclose the conflict of interest to their Department Director or the HR Director immediately upon discovering the conflict, and shall subordinate the conflicting interest to the public interest.
- B. Employees shall exercise their duties without prejudice or favoritism.
- C. Employees shall not engage in any conduct that could create in the mind of a reasonable observer the belief that persons will receive better or different services if gifts, personal benefits or political or charitable contributions are provided.
- D. Employees shall not solicit or receive gifts, personal benefits, favors, gratuities or political or charitable contributions, or Anything of Value under circumstances which may tend to create a reasonable belief that special access, services, favors, or official or unofficial actions will be provided in exchange. Nor may Anything of Value be solicited or received from a person or business doing business with the City, contracting with the City, regulated by the City, has an application pending before the City, or whose interests may be affected by the City.
- E. Employees shall not accept Anything of Value from a person, business, or other entity when the Employee knows or reasonably should know that said person, business, or entity does any business with the City, desires to do business with the City, contracts with the City, is regulated by the City, has an application pending before the City, or whose interests may be affected by the City.

11.4 Political Activity

No employee shall:

- A. ~~u~~Use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office or for any other political purpose;
- B. coerce, attempt to coerce, command, or advise an employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purpose;
- C. retaliate against or threaten any employee who does not vote for certain candidates, require employees to contribute to a political fund, influence subordinate employees in any political activity, advise employees to take part in political activity and matters of a similar nature, or engage in political activity while on duty;

- D. function as an officer of a political organization while on duty;
- E. be an elected official where such service conflicts with the employee's duties and responsibilities with the City;
- F. carry out activities that are in violation of the Hatch Act; or
- G. be required to participate in any political activity.

In any event, all employees' political activities are subject to requirements and restrictions under local, state and federal law.

11.5 Vehicle Use Policy

Employees shall not carry unauthorized passengers while operating a City vehicle. For additional information including general guidelines, insurability requirements, driver's responsibilities, accident and vehicle damage reporting, post-accident testing, take home vehicles, and revocation of driving authority, reference the City's Administrative Policies and Procedures Manual (as amended).

11.6 Workplace Violence

The City is committed to maintaining a workplace that is free from hostility, violence or threats of violence. The City will not tolerate hostile acts, bullying, threats or violent behavior in the workplace or on City property. Employees and supervisors are expected and required to report instances of workplace violence to HR, whether it is witnessed or reported. For additional information on reporting requirements, guidelines, and procedures, refer to the City Administrative Rules and Procedures Manual (as amended).

11.7 Prohibited Acts

Prohibited workplace behavior includes verbal or physical conduct that may be reasonably construed to be hostile in nature, including but not limited to:

- A. Violent expressions of emotion, intimidation, bullying, harassment, or other abusive behavior against other employees or citizens that may be reasonably construed to be hostile or violent in nature;
- B. violent physical actions;
- C. direct or implied threats to do harm to person or to property, including intimidating use of one's body or physical objects;
- D. verbally abusive or intimidating language or gestures;
- E. threatening, abusive, or harassing communication of any kind;
- F. vandalism, destruction or sabotage of City or personal property;

G. comments referencing violent acts which are reasonably perceived to be a threat; or

H. any other behavior reasonably perceived to be a threat of imminent harm against an employee or member of the general public.

11.8 Reporting of Arrests and Convictions

Employees are required to report any and all arrests and convictions to the HR Director within 24 hours. Discipline up to and including termination may occur depending on the severity of the conduct and if the nature of the conduct renders the employee unable to perform the essential functions of their job, or deems them unfit for their job based on the nature of the arrest or conviction. To the extent allowable by law, the HR Director shall maintain confidentiality.

Chapter 12

Equal Opportunity and Non-Discrimination

12.1 Overview

The City of Rio Rancho is committed to creating and maintaining a work environment in which employees work together in a productive and positive atmosphere free from all forms of intimidation and harassment. With respect to City employment, city operated programs, services, or facilities, the City does not condone or tolerate any unlawful discrimination on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability.

As an equal opportunity employer, the City, seeks to comply with all federal and state law regarding nondiscrimination, including but not limited to Title VII of the Civil Rights Act of 1964 (as amended); New Mexico Religious Freedom Restoration Act, Sections 28-22-1 to 28-22-5; NMSA 1978; and the New Mexico Human Rights Act, Sections 28-1-1 to 28-1-7, 28-17.2, 28-1-9 to 28-1-14, NMSA 1978.

12.2 Discrimination Prohibited

To help ensure equal treatment and access to all programs, facilities, and services, the City is committed to an atmosphere free from all forms of discrimination and harassment. Disparate treatment and harassment are each a form of discrimination which may evidence a hostile environment and/or retaliatory conduct.

12.3 Disparate Treatment

Disparate treatment is when an individual or group receives unfavorable or adverse treatment based on identify of one or more of the following protected classes: race, ethnicity, religion, national origin, physical or mental disability, pregnancy, age, gender, sexual orientation, gender identity, spousal affiliation, medical condition, or any other identity protected by state or federal law. The City of Rio Rancho expects all employees, clients, and constituents shall receive equal treatment and protection under state and federal law.

Below are examples which include, but are not limited to, the types of circumstances that reflect disparate treatment. Each situation must be evaluated on a case-by-case basis, with consideration of the totality of facts and circumstances.

- A. Without any rational basis and in contrast to similarly situated persons who are not members of any protected class, a person of a protected class is subjected to disparate or adverse treatment in the form of, e.g., unwarranted or disproportionate discipline, unequal pay, denied employment or promotion, or negative evaluation.
- B. One or more persons of a protected class are denied access to or participation in any of the City's facilities, programs, events, or services, based on that identity.
- C. A request for reasonable accommodation from any individual with a qualified disability or medical condition is denied without any rational basis.

12.4 Harassment

Harassment is manifested by hostile or adverse conduct directed at or imposed upon a person and linked significantly to the person's identity in one or more protected classes. Whether from one or more incidents, the effect or impact of harassment may be sufficiently severe or pervasive so as to unreasonably interfere with or threaten a person's physical or emotional wellbeing due to the perception of intimidation, hostility, or abusive environment.

Harassment becomes unlawful where (1) enduring the offensive conduct becomes a condition of continued employment, or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

12.5 Sexual Harassment

The City seeks to create and maintain a work environment wherein employees work together in a collaborative, productive, healthy, and positive environment free from all forms of harassment, discrimination, and retaliation based on one's gender, gender identity, or sexual orientation. Sexual Harassment prevents the City of Rio Rancho from fulfilling its mission and service to the community. It is a violation of Title VII of the Civil Rights Act of 1964, as amended, and the New Mexico Human Rights Act, NMSA 1978, Sections 28-1-1 to 28-1-7, 28-1-7.2, 28-1-9 to 28-1-14.

Sexual harassment includes the unwelcome conduct of a sexual nature, including, but not limited to: unwelcome sexual advances, requests for sexual favors, verbalization of sexualized topics, and other verbal or physical harassment of a sexual nature. The gender, sexual orientation, and gender identity of a harasser and those of the harasser's victim are not relevant as to whether an allegation of unlawful discrimination has merit. A vague or innocuous statement may not alone constitute an unlawful act. However, conduct may occur frequently, severe enough, or within a certain context so that the effect of it creates a hostile or abusive environment or adverse employment action.

Sexual harassment or discrimination exists most commonly in two forms: (1) "quid pro quo" ("this for that") exchanges; and (2) a hostile or abusive environment.

- A. Quid pro quo sexual harassment occurs when a sexual favor is made either explicitly or implicitly a term or condition of an individual's employment or advancement;
- B. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

While sexual harassment may occur in a situation of power differential between the persons involved, this policy recognizes that sexual harassment also may occur between persons of any level of working relationship. Additionally, the prohibition against sexual harassment applies regardless of any party's identity.

Examples of Sexual Harassment

Listed below are examples of behavior that can constitute sexual harassment. The list is neither comprehensive nor all-inclusive; in addition, each situation must be considered in light of the specific facts and circumstances to determine if harassment has occurred.

- A. Suggestive or obscene letters, notes, invitations.
- B. Electronic communications, such as e-mail, text messaging, and Internet use, that are sexual in nature.
- C. Unwelcome sexual jokes or comments (including favorable comments about someone's gender, body, or appearance).
- D. Impeding or blocking movements, touching, or any unwelcome physical interference or contact.
- E. Sexually oriented gestures or displaying sexually suggestive or derogatory objects, pictures, cartoons, posters.
- F. Threats or insinuations that refusal to provide sexual favors will result in reprisals; withholding support for appointments, recommendations, promotions, or transfers; or change of assignments or poor performance reviews or grades.
- G. Sexual or gender-based threat or physical violence, including, but not limited to, rape, sexual assault, sexual battery, and sexual coercion.

12.6 Harassment and Retaliation Prohibited

No City employee, volunteer, or contractor shall engage in any form of unlawful harassment while engaged in City business, whether on or off the work site.

Petty slights, annoyances, or isolated incidents—unless serious—do not rise to the level of unlawful harassment or retaliation. To be unlawful, the conduct must create a work environment that a reasonable person would find intimidating, hostile, or abusive.

Below are examples which include some, but not all, possible instances of behavior that may constitute unlawful harassment or retaliation. In each situation when harassment or retaliation is alleged, any conclusion or determination must be considered in light of attendant facts and circumstances.

- A. Unwelcome jokes, slurs, epithets, derisive names or terms, physical battery or assault, intimidation, ridicule or mockery, insults or put-downs, and interference with work performance linked to a person's identity in a protected class (e.g., racist or sexist jokes).
- B. Conveying disparaging, offensive, or abusive remarks to or about a person that are linked to that person's identity in a protected class.

- C. Displaying, forwarding, distributing, or exhibiting depictions or statements which are abusive, derogatory, or insulting toward members of any protected class.

Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- A. The harasser may be the victim's supervisor, a coworker, an employer's contractor or agent, or a non-employee.
- B. A victim who is a member of a protected class need not be the harasser's direct target and may be affected by observing or learning about the harassing conduct.
- C. Economic injury or adverse employment action is not required for harassment to be deemed unlawful.

All Employees are encouraged to inform any harasser directly and immediately that the conduct is unwelcome and request that the harassment stop, unless personal safety is a concern. Employees should also report harassment to management and/or HR at an early stage.

12.7 Retaliation

Generally, unlawful retaliation occurs when an employer or manager engages in, condones, or causes some manner of adverse action against an employee as a response to that person's participation in a protected activity. Generally, a complaint of discrimination or harassment or cooperating in any workplace investigation regarding unlawful discrimination or harassment is a protected activity regardless of whether the underlying complaint is meritorious.

12.8 Reasonable Accommodation

The City of Rio Rancho can grant reasonable accommodation for employees or prospective employees who request it pursuant to federal and state law. Each request for reasonable accommodation requires case-by-case analysis and evaluation to determine whether and how reasonable accommodation may be possible. Any employee who may need reasonable accommodation in order to perform all essential job functions should contact HR.

12.9 Reasonable Accommodation for Religious Observances and Practices

The City of Rio Rancho can grant reasonable accommodation for an employee's religious observance or practice. Any employee who may need reasonable accommodation due to a religious observance or practice must submit the request to the HR Department far enough in advance of a religious occasion so that the City has a reasonable amount of time to determine whether such an accommodation is possible. If an employee's need for reasonable accommodation is reoccurring or seasonal, the employee's request must clearly explain that the need is reoccurring.

12.10 Reasonable Accommodation for a Disability

The City can grant reasonable accommodation for an employee due to a physical or mental disability recognized under the Americans With Disabilities Act (ADA). Any employee who may need reasonable accommodation due to such a disability must submit a request to HR. An employee may be required to provide a medical provider's certification and documentation for review and evaluation before reasonable accommodation may be granted.

Any employee with a disability recognized under the ADA may be approved to bring a bona fide, trained, and certified service animal to work that performs one or more essential functions related to that person's disability.

Any other circumstance where an employee may have a legitimate reason to bring an animal to work, shall be subject to formal request, evaluation, and approval or denial by the City Manager.

12.11 Light Duty Assignment

Some City departments may have available a "light duty" assignment for personnel who are temporarily restricted from performing the totality of their essential job functions. Light duty assignments shall be confined to a duration of up to ninety (90) consecutive days, and shall be coordinated with and approved by HR.

12.12 Denial of Request

Any request for accommodation due to a disability or for religious observance or practice must be reasonable. No request for accommodation is reasonable if it contemplates an undue hardship or burden for the City or if it contemplates severing any essential job function from an employee's job description.

12.13 Reporting Harassment, Discrimination, Retaliation

It is the policy of the City of Rio Rancho to prevent and eliminate all unlawful discrimination, harassment, and retaliation. Persons who believe they have been exposed to or witnessed unlawful harassment, discrimination, or retaliation should report the information in a timely manner.

The HR Department shall receive and manage complaints regarding violations of this policy. City managers and supervisors shall notify the HR Department immediately whenever they observe directly or receive concerns or complaints of unlawful discrimination.

Failure by any employee who knows or reasonably should know that unlawful discrimination or harassment has occurred or is occurring may constitute an offense or a violation of this policy which may entail disciplinary consequences up to and including dismissal.

12.14 Confidentiality

While the City of Rio Rancho recognizes that employees who report unlawful discrimination or harassment may wish to remain anonymous, the City has an obligation to address concerns and inquiries and investigate and address allegations. Therefore, the City cannot guarantee anonymity to anyone who reports unlawful discrimination or harassment. In situations where a complaint is received from an entirely anonymous source, the City will investigate all available information to determine what if any course of action may be necessary. However, unless the City receives sufficient information through an anonymous source or complaint from which it can investigate allegations, the City may be unable to take any further course of action.

12.15 Reporting Discrimination

Persons who believe they may have experienced discrimination may report the incident(s) to their chain of command or directly to HR.

Chapter 13

Usage of Information Technology Resources

13.1 Objective

The City recognizes that use of the information technology (IT) resources, including but not limited to Internet, Intranet, e-mail, hardware and software, is necessary in the workplace, and employees are encouraged to use IT resources responsibly, as unacceptable use can place the City and others at risk. This policy outlines the guidelines for acceptable use of the City's IT resources. For information regarding employee access to IT resources, email communications, social media, user privacy and monitoring, and non-compliance, reference the City's Administrative Policies and Procedures (as amended).

13.2 Scope

This policy shall be followed in conjunction with other City policies governing appropriate workplace conduct and behavior. Any employee who abuses City IT resources may be denied access and, as appropriate, shall be subject to disciplinary action up to and including termination. The City complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

Questions regarding the appropriate use of the City's IT resources shall be directed to respective department management or the information technology (IT) department.

13.3 Policy

The City has established the following guidelines for employee use of the City's IT resources in an appropriate, ethical, and professional manner:

Confidentiality and Monitoring

All IT resources are the property of the City and not the employee. In general, use of the City's IT resources shall be job-related and not for personal use. The City reserves the right to examine, monitor, and regulate all employee's use of IT resources.

All employees must be aware and are hereby forewarned that their use of the City's IT resources-whether personal or business related-are subject to being regarded as public documents or, otherwise, they may be subject to discovery in litigation.

Appropriate Use

City employees are expected to use IT resources responsibly and productively as necessary for their jobs. Use of IT resources are intended solely for job-related activities.

Chapter 14

Employment Related Records

14.1 Personnel Records

- A. Personnel records for each employee in the City shall be maintained, stored, and secured in the HR Department. The HR file is considered to be the official employment file. The files are City property and will contain documentation regarding aspects of the employee's service. The City shall maintain these files in a manner that protects individual privacy, maintains appropriate security, prevents misuse of information, and complies with government record-keeping requirements and applicable law. Personnel records may not be removed or checked out from the HR Department.
1. Employees may request to inspect their own personnel file in the HR Department by appointment. Whenever a personnel file is being reviewed by an employee or authorized individual, an HR Department staff member shall be present at all times to assure the integrity of the file.
 2. Employees may obtain copies of their personnel file documents. Requests for large or excessive replication of personnel files may require initial payment for copying or downloading responsive documents.
 3. If an employee discovers an item in their own file that he/she believes to be inaccurate, irrelevant or incomplete, a written response and a request for a correction may be made to the HR Director only. The HR Department shall make the correction or notify the employee in writing of the reason for the refusal. This request and the refusal shall become part of the employee's personnel file.
- B. The personnel records maintained by the HR Department shall be the official documents for legal and reference purposes.
- C. In addition to the employee, only those persons authorized by the HR Department, and who have a legitimate interest, shall have access to the personnel records. The City Manager, Department Directors, City Attorney, present or potential future supervisors are the only persons outside of the HR Department authorized to review or have access to an individual's file without a written authorization statement signed by the employee.

14.2 Department/Division Records

- A. Departments/Divisions may maintain an unofficial or informal file for each of its employees which may include a copy of each Payroll Status Change, attendance and leave records, performance evaluations, corrective actions, and other pertinent information. These files shall not contain employee medical documents, or protected personal identifier information.
1. Such records shall be made available for inspection by the employee or who otherwise may have legal, contractual, or express authority.
 2. A copy of any appropriate record held in a departmental/division record shall be provided to the HR Department.

B. Upon request, employees may obtain a copy of documents placed in the file and may present a written response to any documents in the file to be attached to the original documents.

14.3 Confidentiality of Records

Not all documents in personnel records are subject to public inspection. However, such records may be inspected with the written permission of the employee. For the purpose of preserving the confidentiality of records, the material listed below shall be regarded and treated as confidential:

- A. Records pertaining to physical and mental examinations and medical treatment of employees or their dependents.
- B. Letters of reference concerning employment, background investigations, licensing or permits.
- C. Letters or memoranda which are matters of opinion.
- E. Opinions in performance appraisals.
- F. Opinions concerning a person's reemployment status or why a person was not reemployed.
- G. Personal identifier information, including but not limited to date of birth, home address, phone number, personal email address, social security number, or financial account information.
- H. Any other documents regarded as confidential by law.

14.4 Employee Information

In order that personnel records be kept current, all employees shall notify the HR Department in writing concerning any changes in their personal status within twenty-four hours of the change, or as soon as practicable. Such status changes include:

- A. ~~c~~Change of legal name;
- B. change of address;
- C. change of telephone number;
- D. change of marital status and/or number of dependents;
- E. change of persons to be notified in cases of emergency;
- F. change of beneficiary; and
- G. change of driver's license status.

Chapter 15

Health and Safety in the Workplace

15.1 Safety Practices

The City of Rio Rancho is committed to providing a safe and healthful work environment for its employees. The City shall provide reasonable safeguards to ensure safe working conditions for its employees. Each employee shall make an individual commitment to the personal practice of good safety and recognize that safety is a personal responsibility.

- A. All employees shall perform their duties in a safe and careful manner and shall follow all federal, state, and local regulations, including wearing personal protective equipment (PPE) and using required safety equipment so as not to endanger themselves or others.
- B. All employees shall familiarize themselves with the hazards of materials and equipment they are working with and take appropriate precautions. Employees shall learn and follow safe work rules in the use of tools, equipment, and machinery normally used in their work.
- C. Each employee has the duty to immediately report safety concerns to a supervisor or manager, so that the issue can be reviewed and addressed.
- D. All employees shall use all safety apparel and equipment as designated for their respective work areas and job duties.
- E. Any employee involved in a work-related accident or exposure, or who gains knowledge of such, shall report it to a supervisor or manager immediately. Failure to report an accident in a timely manner may result in the loss of benefits to the employee and may include corrective or disciplinary action.

15.2 Drug Free Workplace Policy

The City of Rio Rancho is committed to protecting the safety, health and wellbeing of all employees and other individuals on City property or worksites. The City recognizes that alcohol and drug use pose a significant threat to the City's mission and vision. The purpose of this policy is to establish expectations for all employees and describe the mechanisms for maintaining a work environment at the City of Rio Rancho that is drug-free, safe, and in compliance with federal and state laws and regulations. This policy is governed and implemented by City of Rio Rancho Administrative Policies and Procedures (as amended).

- A. Applicability. This policy applies to all City of Rio Rancho employees and applicants for employment. In those instances, in which there is a conflict between a collective bargaining agreement and the requirements of this document, the collective bargaining agreement prevails. Violations of this policy may result in discipline, up to and including dismissal. If an employee voluntarily discloses an addiction or dependency problem, an opportunity will be provided to preserve his/her job with the City as outlined in the City's Administrative Policies and Procedures (as amended). A Return to Work Agreement between the employee and the City may be required before the employee is allowed to return.

B. Policy Statement. As a municipal employer and a federal grantee, the City of Rio Rancho complies with “The Drug Free Workplace Act” and the Federal Highway Administration (FHWA) drug and alcohol testing rules. The City cannot tolerate illegal activity and must ensure a work environment that is free from unauthorized or illegal use, possession, or distribution of alcohol or controlled substances. Employees who are involved with illegal drugs or other controlled substances, or who abuse alcohol, pose unacceptable risks to safe and efficient operations. Such employee behavior may also undermine public confidence in safe and efficient City operations.

C. Drugs

1. Unlawful manufacture, distribution, dispensing, possession, use, transfer, or sale of drugs is prohibited, regardless of whether this occurs at a City worksite, a City building or property, at official City functions or on City business.
2. Prescription and over-the counter drugs are not prohibited when taken in standard dosage and/or according to a physician’s prescription. Any employee taking prescribed or over-the-counter medications shall be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job or prevent the employee from performing the essential functions of his/her job, with or without reasonable accommodation. If medication may impair or compromise the safety of the employee, fellow employees or the public, it is the employee’s responsibility to request the use of appropriate leave, i.e., sick leave or Family Medical Leave, or request reasonable accommodation to perform the essential functions of their job.
3. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of this policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

D. Alcohol

1. The unauthorized use or possession of alcohol or alcoholic beverages on a City worksite, a City building or property, at official City functions, on City business or City-sponsored events is prohibited. City-sponsored events include:
 - events that require an employee’s attendance;
 - City-funded events where attendance is required; and,
 - City events that occur during scheduled work hours.

E. Violations

One of the goals of this policy is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an employee violates the policy, he/she will face consequences, which may include discipline up to and including termination.

1. In the case of any job applicant who violates this policy, the offer of employment shall be withdrawn. The applicant may apply after one year and must successfully pass a pre-employment drug test and provide proof of successful completion of a treatment program.

2. Except for voluntary self-referral participants in an Employee Assistance Program (EAP) for substance abuse, the first instance in which an employee submits a sample for alcohol/drug testing which is found to contain alcohol or drugs or their metabolites shall be considered justifiable cause for discipline up to, and including, dismissal with or without prior disciplinary records. The employee shall be removed from any position performing a safety sensitive function, as defined in § G (4) (b) below. If an employee in a self-referral rehabilitation program fails to successfully complete it and/or repeatedly violates the policy, she/he may be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or terminated for other violations and/or performance problems, including the inability to perform the essential functions of their job.

3. Employees in safety sensitive positions may face immediate termination upon violation of this policy.

F. Notification of Criminal Charge

Any employee, who is charged or convicted of any drug related crime shall notify the HR Director, in writing, within twenty-four (24) hours. If the crime occurred on City premises or during work hours, the City will take appropriate action, particularly regarding state or federal regulations or requirements.

G. Drug and Alcohol Testing

1. To ensure the accuracy and fairness of the City's testing program, all testing will be conducted according to FHWA and Substance Abuse and Mental Health Administration (SAMHSA) guidelines, which include the following:

- a. screening test;
- b. confirmation test;
- c. the opportunity for a split sample;
- d. review by a Medical Review Officer (MRO), including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for a positive test result; and
- e. a documented chain of custody.

2. Breath Alcohol Testing will be administered by a Breath Alcohol Technician (BAT). If a violation of this policy has occurred, the HR Director will be notified immediately for further action in accordance with this policy and Administrative Policies and Procedures (as amended).

3. All drug and alcohol testing information will be maintained in separate, confidential records.

4. Testing shall be required under the following circumstances:

- a. pre-employment;
- b. random or mass testing for safety sensitive positions as designated by the Department of Transportation (DOT) regulations and FHWA or by the HR Director in accordance with specific departmental requirements;
- c. employees in non-safety sensitive positions before transferring to safety sensitive positions;
- d. upon reasonable suspicion (see Administrative Policies and Procedures, as amended) that an employee is impaired to the slightest degree by drug and/ or alcohol use;
- e. as part of a self-referral treatment program for employees enrolled with the EAP, or other substance abuse program; and,
- f. post-accident, in accordance with Administrative Policies and Procedures (as amended).

5. The Department Director or his/her designee, the HR Director or his/her designee, or the City Manager, shall give the order for a test if reasonable suspicion occurs during working hours, or on City premises at any time.

6. An employee shall be subject to the same consequences of a positive test if he/she refuses the screening or test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms, or refuses to cooperate in good faith with the testing process in such a way that prevents completion of the test.

7. An employee who submits a sample for alcohol/drug testing which is found to contain alcohol or drugs or their metabolites shall not perform any safety sensitive function until successfully completing an evaluation and being released for duty by a medical officer authorized by the HR Director. Employees, who do not perform safety sensitive job functions, may return to work if authorized by the City Manager and/or the HR Director. The City Manager may authorize the use of accrued leave until the employee is allowed to return to work.

H. Return to Work Agreements

1. At any time before testing for drugs or alcohol may become necessary, an employee who has voluntarily disclosed an addiction or dependency may be offered an opportunity to participate in rehabilitation. In such case, the employee must sign and abide by the terms set forth in a Return to Work Agreement as a condition of continued employment.

2. An employee who voluntarily admits to drug and/or alcohol abuse prior to drug screening or a reasonable suspicion incident shall be referred through the HR Department for assessment and counseling. Upon successful completion of all HR requirements, the employee may return as though returning from other medical leave. This provision may not apply to safety sensitive employees including but not limited to employees covered by restrictions as applicable, pursuant to rules and regulations imposed by the New Mexico Department of Transportation or the United States Department of Transportation.

3. Prior to Returning to Work, the employee must demonstrate successful completion of rehabilitation and fit for duty assessment. The employee may return as though returning from other medical leave, subject to follow-up testing and related requirements as determined by HR.

I. Assistance

The City recognizes that often alcohol, drug abuse, and addiction are treatable conditions. Similarly, early intervention and support improve the success of rehabilitation. Treatment for alcoholism and/or drug use may be covered by the employee benefit plan; however, the ultimate responsibility for recommended treatment belongs to the employee. To support employees, the City's Drug Free Work Policy recommends and encourages the following:

1. Employees contact HR if or when drug or alcohol problems appear that affect them or their family;
2. Employees utilize the services of qualified professionals to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help;
3. Employees and their family members with alcohol and drug problems contact the City's EAP for assistance.
4. Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

J. Employee Responsibilities

A safe and productive drug free workplace is achieved through cooperation and shared responsibility. All employees are required to report to work unimpaired and available to perform their job duties. It is an employee's responsibility to:

1. Follow work rules and report unsafe, suspicious, or dangerous behavior, or activity;
2. Read and acknowledge this policy;
3. Inform HR of any alcohol and other drug problems in the workplace; and
4. Use the EAP;

K. Employer Responsibilities

It is the supervisor's responsibility to:

1. Inform employees of the drug free work policy;
2. Monitor the workplace to ensure a safe and drug free workplace;
3. Investigate reports of alleged violations;
4. Refer employees to the EAP; and
5. Clearly state consequences and counsel employees on policy violations.

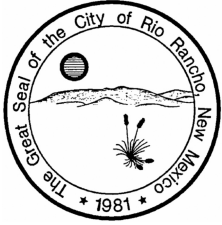
15.3 Smoking, Tobacco Use, Vape Products:

A. All City of Rio Rancho employees, customers and visitors are expected to comply with the regulations detailed in this policy.

B. Smoking, tobacco in any form, and all vape product use is strictly prohibited in any City vehicle, building, and all other City premises not reserved for such activities.

C. Enforcement

1. Employees: Violations of this policy shall be construed as insubordination and shall be just cause for disciplinary action under the City of Rio Rancho Personnel Policies and Work Rules.
2. Non-employees: The City employee in charge of any area or facility shall advise violators of this policy. If the violator persists, the City employee shall ask the violator to leave. If the violator refuses to leave and persists in violating this policy, the City employee shall request the assistance of the Rio Rancho Police Department to remove the violator from the City premises.



CITY OF RIO RANCHO COVER PAGE

Legislation Item: R24

AGENDA DATE:
March 14, 2024

DEPARTMENT:
Administration

SUBJECT:
R24, Resolution to Require Immediate Removal or Repair of Ruined Building, Structures(s), Rubbish, Wreckage, Weeds, and Debris and Abatement of Premises at 1621 37th St. SE, Rio Rancho, NM 87124

BACKGROUND AND ANALYSIS:

The property located at 1621 37th St. SE, Rio Rancho, NM 87124 ("Property" or "Premises") and its curtilage are so covered with ruins, rubbish, wreckage, and/or other debris that they constitute a menace and/or nuisance to the public comfort, health, peace, welfare, and/or safety.

The City of Rio Rancho's Police Department and Code Enforcement Division have responded to, inspected, and investigated the Property during the time period of July 17, 2020 through February 25, 2024, and have continually found the Property to be so ruined, damaged, and/or dilapidated that the Property constituted a menace and/or nuisance to the public comfort, health, peace, welfare, and/or safety, and removal and/or substantial repair was warranted.

Code Enforcement has issued multiple notices of violations to responsible parties and the Owners of the Property due to non-compliance with City Ordinances. Specifically, Code Enforcement issued citations resulting in Municipal Court cases 20-7387; 22-1358; 23-1376; 23-4911; 23-5527, all of which involve the conditions found on Property.

Additionally, the Police Department has responded to calls for services seventeen (17) times to the Property from dates ranging from March 11, 2023 to February 25, 2024. Calls for service have consisted of suspicious activity, welfare checks, criminal narcotics activity, shots fired, a fatal overdose, and general nuisance. Many of these calls for service have resulted in arrests. A total of 71 officers have been dispatched throughout this time period and the calls for service have resulted in excessive use of Officer and other City resources.

The Property Owners, Anthony J Perea and Frances Federle, have not acted to address the ongoing safety and health concerns that exist on the property.

IMPACT:

After 10 days of receipt of this Resolution should the property owner not commence with cleanup/abatement or file a written objection to the Resolution with the City Clerk pursuant to State law, the City of Rio Rancho will begin abatement procedures as soon as possible. If the City expends public funds to abate the nuisance violations, a lien would be placed by the City on the property to recover costs associated with the abatement actions, and the City may seek foreclosure

in accordance with lien foreclosure proceedings, if necessary.

The current Fiscal Year 2024 Budget has \$50,000 allocated/available to abate declared public nuisances as needed.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

The City Manager's Office, Police Department, and the Development Services Department's Code Enforcement Division recommend approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [1621 37th St SE Exhibit 1](#)

ATTACHMENT: [1621 37th St. Exhibit 2](#)

ATTACHMENT: [1621 37th St. Quitclaim Deed Exhibit 3](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

PURSUANT TO § 3-18-5 NMSA 1978, A RESOLUTION TO REQUIRE IMMEDIATE REMOVAL OF RUINED, DAMAGED, OR DILAPIDATED BUILDINGS OR STRUCTURES, RUBBISH, WRECKAGE, AND DEBRIS, AND ABATEMENT OF MENACE AND/OR NUISANCE TO THE PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY AT 1621 37th ST. SE, RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO 87124, DESCRIBED MORE SPECIFICALLY AS BLOCK 3A OF LOT 6, UNIT 16 OF RIO RANCHO ESTATES IN THE CITY OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO; REQUIRING OWNER(S) THEREOF PROMPTLY TO COMMENCE REMOVAL OR REPAIR OF THE RUINED BUILDING, STRUCTURES, RUBBISH, WRECKAGE AND/OR DEBRIS AND ABATEMENT OF THE MENACE/NUISANCE; AUTHORIZING THE CITY TO ABATE THE MENACE/NUISANCE TO PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY; AND PROVIDING THAT THE CITY SHALL RECOVER ITS COSTS INCURRED IN THE MATTER

WHEREAS: it has been brought to the attention of the Governing Body that the premises at 1621 37th St. SE, Rio Rancho New Mexico, 87124 (the "Property" or "Premises") has been damaged severely by, misuse, vandalism and/or neglect; and

WHEREAS: the Rio Rancho Police Department has responded to calls for service seventeen (17) times to the Property during the time period from March 11, 2023 to February 25, 2024. Calls for service have consisted of suspicious activity, welfare checks, criminal narcotics activity, shots fired, a fatal overdose, and general nuisance. Many of these calls for service have resulted in arrests. A total of 71 officers have been dispatched throughout this time period and the calls for service have resulted in excessive use of Officer and other City resources; and

WHEREAS: the City of Rio Rancho Code Enforcement Division has filed multiple citations against the Property (including Municipal Court cases 20-7387; 22-1358; 23-1376; 23-4911; 23-5527) and has found the Property to be covered with ruins, rubbish, wreckage, and/or other debris; and

WHEREAS: the City of Rio Rancho's Code Enforcement Division inspected and investigated the condition of the Premises, and curtilage beginning on July 17, 2020, and has found these to be so ruined, damaged, and/or dilapidated that the buildings and surrounding area constituted a menace and/or nuisance to the public comfort, health, peace, welfare, and/or safety, and removal and/or substantial repair was warranted (See Exhibits 1 and 2).; and

WHEREAS: the Governing Body finds that repair or abatement to the Premises has not occurred since July 17, 2020 and the property presents a multitude of

1 dangers to the inhabitants of all surrounding properties and the general
2 public; and
3

4 **WHEREAS:** the Governing Body finds that the Premises is an imminent, ongoing,
5 and serious menace to the public's comfort, health, peace, welfare, and/or
6 safety which constitutes an ongoing public nuisance; and
7

8 **WHEREAS:** the Governing Body finds that immediate abatement of the hazardous
9 conditions of the Premises by removal of the unsafe building, other
10 structures, rubbish, wreckage, and debris is required for the protection of
11 the public comfort, health, peace, welfare, and/or safety.
12

13 **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY**
14 **OF RIO RANCHO:**
15

16 **SECTION 1.**

17 A. That the findings of the City of Rio Rancho Police Department and Code
18 Enforcement Division, in regard to the Premises, structure(s), and/or curtilage, are
19 hereby approved and adopted, and that all structure(s) and/or curtilage is found to be
20 ruined, damaged, and dilapidated, as to be a menace to the public comfort, health,
21 peace, welfare, and/or safety pursuant to §3-18-5(A) NMSA 1978; and
22

23 B. That the findings of the City of Rio Rancho Police Department and Code
24 Enforcement Division, in regard to the Premises, structure(s), and/or curtilage, are
25 hereby approved and adopted, and that all structure(s) and/or curtilage is found to be
26 ruined, damaged, and dilapidated, as to be a public nuisance injurious to the public
27 health, safety, and welfare as proscribed by §30-8-1 NMSA 1978 and §3-18-5 NMSA
28 1978.
29

30 **SECTION 2.** That Anthony J Perea and Frances Federle or Frances Stricklan, the
31 owner of the Premises as identified in the property records of Sandoval County
32 (attached as Exhibit 3), and/or agent in charge of the Premises (collectively, the
33 "Owner") is hereby ordered to immediately commence and promptly bring to
34 completion the removal of the unsafe building(s), other structures, rubbish, wreckage,
35 and debris on the Premises, to bring the Premises into such a condition that it no longer
36 constitutes a menace to the public comfort, health, peace, or safety, all to the full and
37 complete satisfaction of the City, as determined by the City Manager.
38

39 **SECTION 3.** Within ten (10) days following receipt of a copy of this Resolution or of
40 the posting and publishing of a copy of the Resolution, the Owner shall commence
41 removing the building, structure(s), ruin, rubbish, wreckage, or debris, or file a written
42 objection with the City Clerk, as described below. Once begun, abatement and/or
43 removal shall be conducted vigorously and continuously until the unsatisfactory
44 conditions have been fully resolved as provided herein.
45

46 **SECTION 4.** If the Owner, occupant, or agent in charge of the Premises objects to
47 this Resolution or any provision hereof, such person(s) may, within ten (10) days
48 following receipt of a copy of this Resolution or the posting and publishing of a copy of
49 this Resolution, file written objections in the office of the City Clerk. The City will

1 provide for a hearing before the Governing Body to consider the Resolution and the
2 objections pursuant to §3-18-5(D) NMSA 1978. Further, pursuant to §3-18-5(E)
3 NMSA 1978, and following any such hearing before the Governing Body, if the
4 Owner is aggrieved by the determination of the Governing Body, the Owner may
5 appeal the determination to the District Court.

6
7 **SECTION 5.** If the Owner fails to commence abatement of the unsatisfactory
8 conditions on the Premises:

9
10 A. Within ten (10) days of service of this Resolution or of the posting and publishing of
11 this Resolution; or

12
13 B. Within five (5) days of the determination by the Governing Body that the Resolution
14 shall be enforced; or

15
16 C. After the District Court enters judgment sustaining the determination of the
17 Governing Body following an appeal to the District Court filed pursuant to §3-18-5(E)
18 NMSA 1978, the City may remove the building(s), structure(s), ruins, rubbish,
19 wreckage, and/or debris on the Premises at the cost and expense of the Owner.
20 The reasonable cost of such removal shall constitute a lien against the Premises,
21 as provided by law.

22
23 **SECTION 6.** The Owner shall be required to reimburse the City for its costs incurred
24 in this matter, and such costs shall remain a lien on the Premises until paid, as
25 provided by law.

26
27 **SECTION 7.** The City may pay for the removal of such building(s), structure(s),
28 wreckage, rubbish, and/or debris by granting to the person removing the same legal
29 title to all salvageable materials removed from the Premises in lieu of all other
30 compensation.

31
32 **SECTION 8.** Any person or firm removing any condemned building, structure,
33 wreckage, rubbish, or debris shall leave the Premises from which the material has
34 been removed in a clean, level, and safe condition, suitable for further occupancy or
35 construction, and with all excavations filled.

36
37 **SECTION 9. SEVERABILITY CLAUSE.** If any section, paragraph, sentence, clause,
38 word or phrase of the Resolution is for any reason held to be invalid or
39 unenforceable by any court of competent jurisdiction, such decision shall not affect the
40 validity of the remaining provisions of this Resolution. The Governing Body hereby
41 declares that it would have passed this Resolution and each sentence, paragraph,
42 sentence, clause word or phrase thereof irrespective of any provisions being
43 declared unconstitutional or otherwise invalid.

44
45
46 ADOPTED THIS _____ DAY OF _____, 2024.

47
48
49 _____

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

Exhibit 1

Code Enforcement Case 20-2019, 20-2067 & 20-2068

Violation: Residential Solid Waste Collection, Inoperable/Abandoned Vehicle & Debris

1621 37th St SE





While at the property to leave a notice for no waste management service, I located a large amount of discarded household items and litter throughout the front and side of property. I also witnessed an older vehicle with the hood open and parts scattered around, with registration from November 2015. There was a roll-off container in the driveway, that had trash coming out of the top of it, as well.

Date taken 07/20/2020

Taken by Amanda Hogge

08/05/2020- Upon my re-inspection, I verified with Waste Management that services have been restored. However, the vehicle and debris violations remained at the property. Citation issued.

STATE OF NEW MEXICO COUNTY OF SANDOVAL RIO RANCHO CODE ENFORCEMENT		NON-TRAFFIC CITATION
NAME (LAST) FEDERILE	FIRST FRANCES	CASE NUMBER X
ADDRESS 1621 31th St SE		
CITY Rio Rancho STATE NM ZIP CODE 87124		
SEX	HGT	WGT
HAIR	EYES	
TELEPHONE		
ON Wed 8/5 , 20 20 at 8:15 PM HRS. LOCATION		
DID THEN AND THERE COMMIT THE OFFENSE OF: ☐ 91.03 BUILDING & STRUCTURE EXT. ☐ 154.81 BUILDING PERMITS ☐ 91.04 EXTERIOR PREMISES & VACANT LAND (DEBRIS/BLIGHT) ☐ 154.77 FENCE/WALL REGULATIONS ☒ 91.05 VEGETATION ☐ 154.77 FENCE/WALL REGULATIONS ☒ 91.06 INCOPERABLE OR ABANDONED VEHICLES ☐ 121.04 HOME OCCUPATION		
☐ OTHER: CURRENT NAME OF OFFENSE CITATION NUMBER		
ESSENTIAL FACTS: Brown vehicle w/ registration from 11/15 & parts scattered around. Household items, garbage bags & discarded items throughout property.		
I CERTIFY THAT I HAVE REASONABLE GROUNDS TO BELIEVE THAT THE DEFENDANT NAMED HEREIN COMMITTED THE LISTED OFFENSE(S) CONTRARY TO LAW.		
OFFICER: A. Hogge I.D. NUMBER: 4755 DATE: 08/05/2020		
Without admitting guilt, I agree to appear in: RIO RANCHO MUNICIPAL COURT 500 QUANTUM ROAD NE RIO RANCHO, NM 87124		
on or before _____, 20____ at _____ AM PM		
SIGNATURE: _____		
WARNING: I ACKNOWLEDGE RECEIPT OF THIS NOTICE AND AGREE THAT A VIOLATION OF THE LAW HAS BEEN COMMITTED. NO FURTHER ACTION IS REQUIRED.		

STATE OF NEW MEXICO COUNTY OF SANDOVAL RIO RANCHO CODE ENFORCEMENT		NON-TRAFFIC CITATION
NAME (LAST) PEREA	FIRST ANTHONY	CASE NUMBER X
ADDRESS 1621 31th St SE		
CITY Rio Rancho STATE NM ZIP CODE 87124		
SEX	HGT	WGT
HAIR	EYES	
TELEPHONE		
ON Monday 9/13 , 20 20 at 9:15 PM HRS. LOCATION		
DID THEN AND THERE COMMIT THE OFFENSE OF: ☐ 91.03 BUILDING & STRUCTURE EXT. ☐ 154.81 BUILDING PERMITS ☐ 91.04 EXTERIOR PREMISES & VACANT LAND (DEBRIS/BLIGHT) ☐ 154.77 FENCE/WALL REGULATIONS ☒ 91.05 VEGETATION ☐ 121.04 HOME OCCUPATION ☒ 91.06 INCOPERABLE OR ABANDONED VEHICLES		
☐ OTHER: CURRENT NAME OF OFFENSE CITATION NUMBER		
ESSENTIAL FACTS: Brown vehicle w/ registration from 11/15 & parts scattered around. Large amount of household items, garbage bags & discarded items throughout entire property.		
I CERTIFY THAT I HAVE REASONABLE GROUNDS TO BELIEVE THAT THE DEFENDANT NAMED HEREIN COMMITTED THE LISTED OFFENSE(S) CONTRARY TO LAW.		
OFFICER: A. Hogge I.D. NUMBER: 4755 DATE: 9/13/2020		
Without admitting guilt, I agree to appear in: RIO RANCHO MUNICIPAL COURT 500 QUANTUM ROAD NE RIO RANCHO, NM 87124		
on or before _____, 20____ at _____ AM PM		
SIGNATURE: _____		
WARNING: I ACKNOWLEDGE RECEIPT OF THIS NOTICE AND AGREE THAT A VIOLATION OF THE LAW HAS BEEN COMMITTED. NO FURTHER ACTION IS REQUIRED.		

09/28/2020- I was told by Officer Chavez that Anthony Perea is the responsible party at the property, so a citation was issued to him.

02/10/2021- Violations remain.



05/26/2021- Violations remain. Mrs. Frances Stricklan failed to appear for court.



Exhibit 2

COUNTY OF NEW MEXICO RIO RANCHO CODE ENFORCEMENT										NON-TRAFFIC CITATION	
NAME (LAST)		FIRST		M		CASE NUMBER					
CASTILLO		BRIANNA		K							
ADDRESS		CITY		STATE		ZIP CODE					
1671		RIO RANCHO		NM		87124					
SEX	HGT	WGT	HAIR	EYES	DOB	S.S.N.					
TELEPHONE		ADDITIONAL									
ON		TUES 007 31, 20		DATE		HRS.					
						SAME					
DID THEN AND THERE COMMIT THE OFFENSE OF:											
☐ 91.03 BUILDING & STRUCTURE EXT.											
☐ 91.04 EXTERIOR PREMISES & VACANT LAND (DEBRIS BLIGHT)											
☐ 91.05 VEGETATION											
☐ 91.06 INOPERABLE OR ABANDONED VEHICLES											
☐ OTHER: RI SINGLE FAMILY RESIDENTIAL											
ESSENTIAL FACTS:											
LARGE TENT AT REAR OF PROPERTY											
USED AS DWELLING UNIT											
I CERTIFY THAT I HAVE REASONABLE GROUNDS TO BELIEVE THAT THE DEFENDANT NAMED HEREIN COMMITTED THE LISTED OFFENSE(S) CONTRARY TO LAW.											
OFFICER:		JIM CHAVEZ		ID. NUMBER:		2903		DATE:		08/13	
Without admitting guilt, I agree to appear in:		RIO RANCHO MUNICIPAL COURT		500 QUANTUM ROAD NE		RIO RANCHO, NM 87124					
on or before											
SIGNATURE											
WARNING: I ACKNOWLEDGE RECEIPT OF THIS NOTICE AND AGREE THAT I HAVE BEEN ADVISED OF THE LAW AND BEEN COMMITTED.											
SIGNATURE											
WHITE - Court Copy											
YELLOW - Officer Copy											
PINK - Defendant Copy											

Sep 7, 2023 at 11:17:38 AM
1624 36th St SE
Rio Rancho NM 87124
United States

STATE OF NEW MEXICO COUNTY OF SANDOVAL RIO RANCHO CODE ENFORCEMENT		NON-TRAFFIC CITATION	
NAME (LAST)	CASE NUMBER	FIRST	STATE
CLAYTON	1624 36th St SE	BRIANNA	NM
CITY	1624 36th St SE	STATE	ZIP CODE
SEX	RIO RANCHO	NM	87124
TELEPHONE	WGT	HAIR	EYES
ADDITIONAL			
ON THUR SEP 7, 2023			
DID THEN AND THERE COMMIT THE OFFENSE OF:			
☒ 91.03 BUILDING & STRUCTURE EXT.			
☒ 91.04 EXTERIOR PREMISES & VACANT LAND (DEBRIS/BLIGHT)			
☒ 91.05 VEGETATION			
☒ 91.06 INOPERABLE OR ABANDONED VEHICLES WASTE W/OUT 50.07			
☒ OTHER: NUISANCE DECLARED 91.21			
COMMON NAME OF OFFENSE			
ESSENTIAL FACTS: NO WASTE/NOY SERVICE			
REPEAT OFFENDER - COMPLAINT OF CONDITIONS			
PROPERTY, FUND PERIS, SCRAP, TRASH,			
LITTER, DISCARDED ITEMS, FURNITURE, OUTSIDE STORAGE			
FRONT & REAR OF HOME. GARAGE DOOR HAS FALLEN			
OFF & COVERED W TARP WEEDS BEH NO WHEELS BEH			
I CERTIFY THAT I HAVE REASONABLE GROUNDS TO BELIEVE THAT THE DEFENDANT NAMED HEREIN COMMITTED THE LISTED OFFENSE(S) CONTRARY TO LAW.			
OFFICER: JIM CHAVEZ		DATE: 9/13/23	
Without admitting guilt, I agree to appear in:		L.D. NUMBER: 2803	
RIO RANCHO MUNICIPAL COURT		DATE: 9/13/23	
500 QUANTUM ROAD NE		AM	
RIO RANCHO, NM 87124		PM	
on or before			
SIGNATURE			
WARNING: I ACKNOWLEDGE RECEIPT OF THIS NOTICE AND AGREE THAT A VIOLATION OF THE LAW HAS BEEN COMMITTED.			
PINK - Defendant Copy			
OFFICER COPY			



Sep 7, 2023 at 11:16:15 AM
1621 37th St SE
Rio Rancho NM 87124
United States



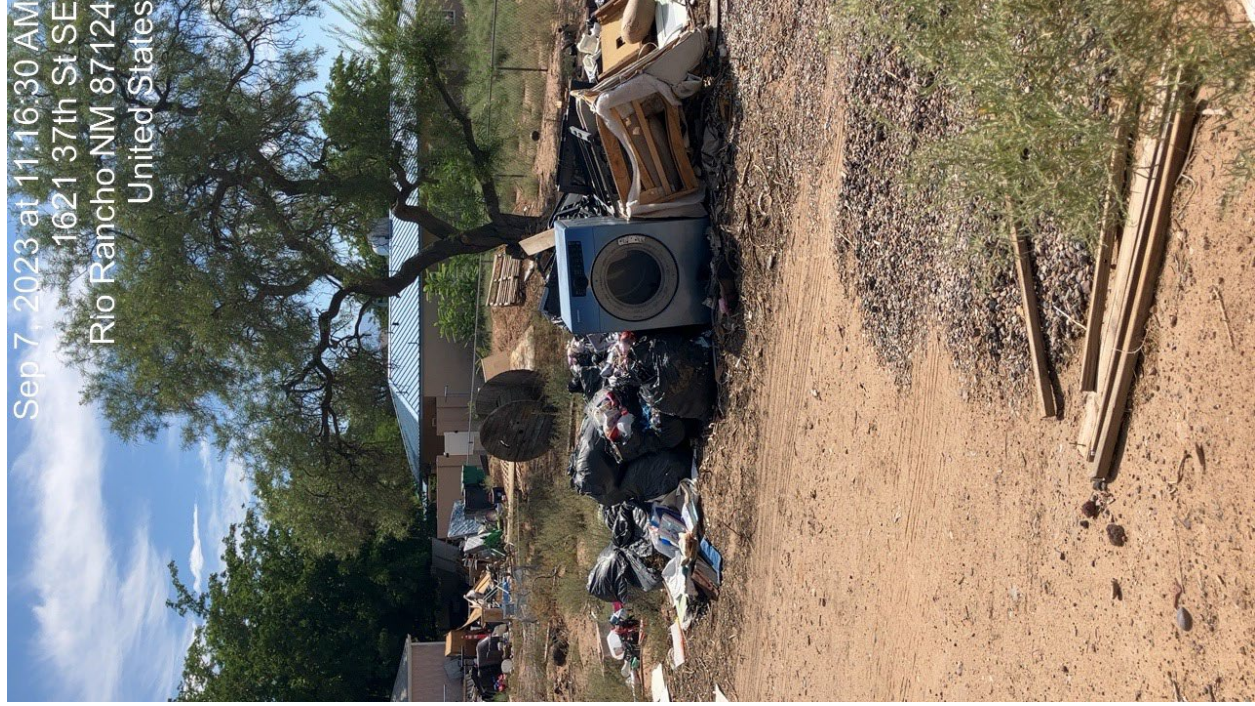
Sep 7, 2023 at 11:16:23 AM
1621 37th St SE
Rio Rancho NM 87124
United States



Sep 7, 2023 at 11:16:34 AM
1621 37th St SE
Rio Rancho NM 87124
United States



Sep 7, 2023 at 11:16:30 AM
1621 37th St SE
Rio Rancho NM 87124
United States





Sep 7, 2023 at 11:15:26 AM
1700 36th St SE
Rio Rancho NM 87124
United States

Sep 7, 2023 at 11:15:22 AM
1700 36th St SE
Rio Rancho NM 87124
United States

Sep 7, 2023 at 11:15:48 AM
1700 36th St SE
Rio Rancho NM 87124
United States



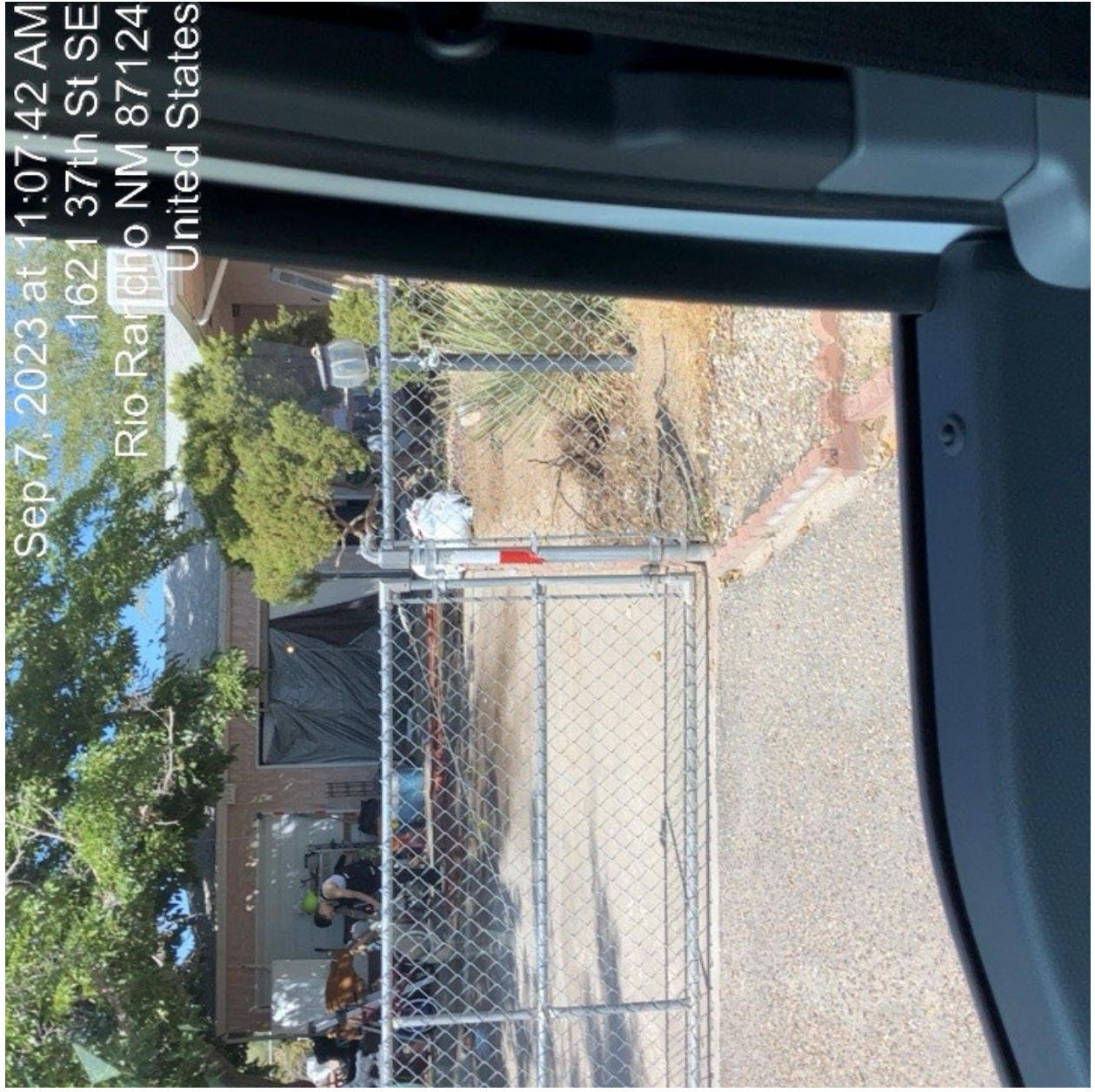
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1700 36th St SE
Rio Rancho NM 87124
United States





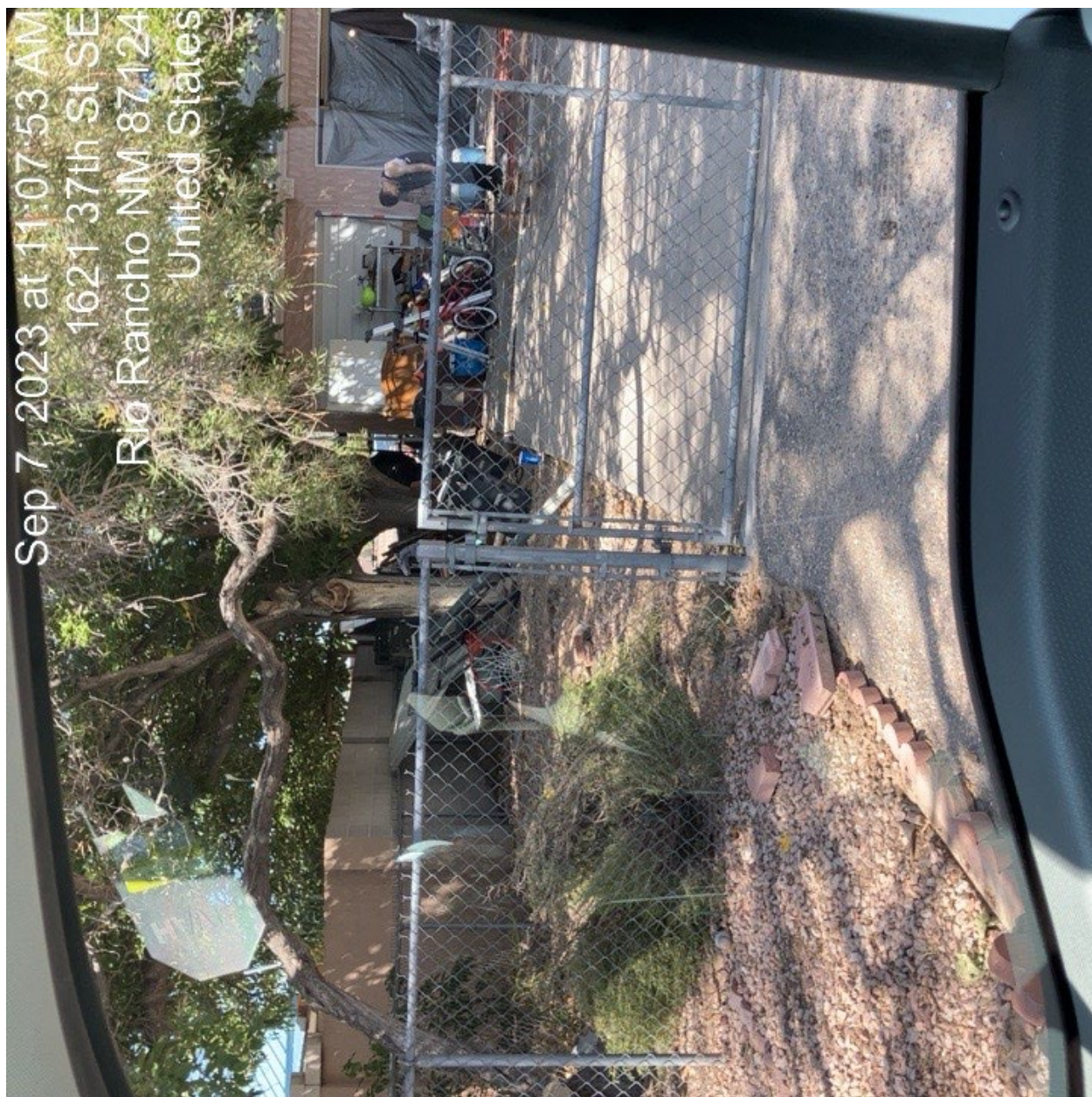
Sep 7, 2023 at 11:15:56 AM
1700 34th St SE
Rio Rancho NM 87124
United States

Sep 7, 2023 at 11:07:42 AM
1621 37th St SE
Rio Rancho NM 87124
United States



Sep 7, 2023 at 11:07:44 AM
1621 37th St SE
Rio Rancho NM 87124
United States







10/30/

Oct 30, 2023 at 1:51:14 PM
1624 36th St SE
Rio Rancho NM 87124
United States



Oct 30, 2023 at 1:52:28 PM
1624 36th St SE
Rio Rancho NM 87124
United States





Oct 30, 2023 at 1:52:51 PM
162436th St SE
Rio Rancho NM 87124
United States



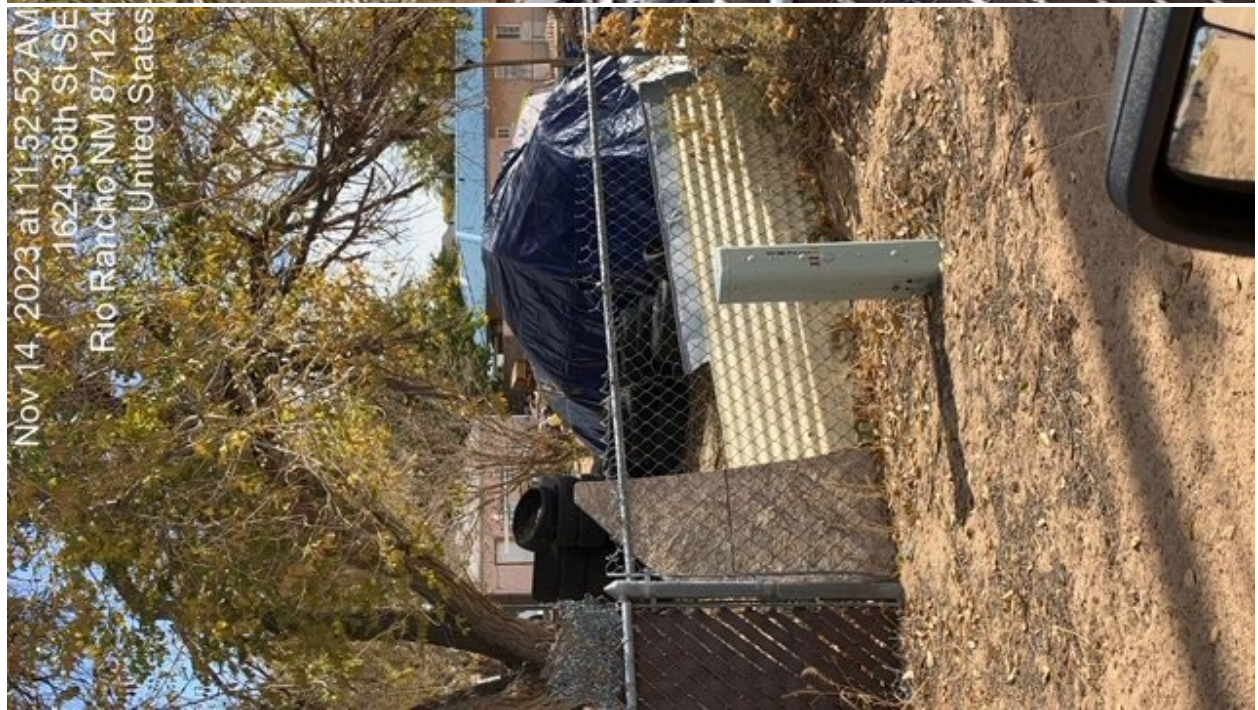
11/14/23













Nov 14, 2023 at 11:53:20 AM
1700 36th St SE
Rio Rancho NM 87124
United States

Nov 14, 2023 at 11:53:24 AM
1700 36th St SE
Rio Rancho NM 87124
United States

Nov 14, 2023 at 11:53:29 AM
1700 36th St SE
Rio Rancho NM 87124
United States























Jan 22, 2024 at 12:02:51 PM
1621 37th St SE
Rio Rancho NM 87124
United States

01/22/23

Jan 22, 2024 at 12:02:53 PM
1621 37th St SE
Rio Rancho NM 87124
United States









Feb 13, 2024 at 11:32:36 AM
1621 37th St SE
Rio Rancho NM 87124
United States



Feb 13, 2024 at 11:52:13 AM
1700 37th St SE
Rio Rancho NM 87124
United States

Exhibit 3

201606830 03/31/2016 11:52:29 AM
QUIT CLAIM DEED Pg. 1 of 2
Eileen Garbagni, Sandoval County Clerk B: 419 F: 6830



Recording requested by: Anthony J Perca Space above reserved for use by Recorder's Office
When recorded, mail to: _____ Docu me nte pared b y. _____
Name: Anthony J Perca Name _____
Address: 1621 37th St SE Address _____
City/State/Zip: Rio Rancho NM 87124 City/State/Zip _____
Property Tax Parcel/Account Number: R124912

Quitclaim Deed

This Quitclaim Deed is made on March 31st, 2016, between
Mavis + Strickland, Grantor, of 1621 37th St SE Rio Rancho NM 87124
_____, City of Rio Rancho, State of New Mexico
and Anthony J Perca, Grantee, of 1621 37th St SE
_____, City of Rio Rancho, State of New Mexico

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by
the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs
and assigns, to have and hold forever, located at 1621 37th St SE

_____, City of Rio Rancho, State of New Mexico:

Unit 16 Block 3A Lot 6
Rio Rancho Estates

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2016 shall be prorated between the Grantor and Grantee as of the date of
recording of this deed.

Dated: March 31st, 2016

Anthony J Perca Jr
Signature of Grantor

Anthony J Perca Jr
Name of Grantor

Miguel
Signature of Witness #1

Schaefer M Jackson
Printed Name of Witness #1

Ryan
Signature of Witness #2

Ryan Perca
Printed Name of Witness #2

State of New Mexico County of Sandoval
On MARCH 31, 2016, the Grantor, Anthony J. Perca JR,

personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Alexandra D Gallegos
Notary Signature



OFFICIAL SEAL
ALEXANDRIA D. GALLEGOS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires 10/13/19

Notary Public,

In and for the County of Sandoval State of New Mexico

My commission expires: 10/13/2019

Seal

Send all tax statements to Grantee.