

Regular Governing Body Meeting
City of Rio Rancho
AGENDA
September 14, 2023
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>

Public comment on agenda items can be taken in-person or remotely via Zoom meeting software with the access information below.

Join by Computer: <https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGV0czF4MDN0UT09>
Meeting ID: 853 0235 3741
Passcode: 789419

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

Call to Order and Pledge of Allegiance

Proclamations and Awards of Merit

Public Forum

Pursuant to Section 30.06 Rio Rancho Municipal Code, this section of the agenda is conducted as follows:

(A) Public forum. Any person wishing to address the governing body on any item which is not on the agenda, shall register with the City Clerk within 15 minutes before the beginning of the meeting.

Speakers shall be recognized in the order of registration with the City Clerk.

(B) Manner of address. Each person shall seek the recognition of the presiding officer. Each person shall give his name and address. Comments or questions shall be addressed to the governing body as a whole through the presiding officer and not to any members thereof. No person shall enter into any discussion without the permission of the presiding officer.

(C) Time limit. The presiding officer may place a limit on the amount of time any person may speak after being recognized.

*Must be in-person to participate under Public forum. Remote access is not available.

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 August 15, 2023 Joint Work Session with Governing Body and Planning and Zoning Board
Minutes of August 15, 2023 Joint Work Session with Planning and Zoning Board
- 2.** Minutes of August 24, 2023 Regular Meeting
Minutes of August 24, 2023 Regular Meeting
- 3.** R100, Resolution Authorizing a Budget Adjustment to the Police Department Fleet Maintenance Budget for Insured Repair of a Police Patrol Vehicle (Unit 1937)
Resolution
Police Report.pdf
Check Deposit.pdf
PROPERTY SUMMARY UNIT 1937.pdf
- 4.** R101, Resolution Authorizing the Disposal of City Property From the Development Services Department
Resolution
Exhibit A
- 5.** R102, Resolution Authorizing a Budget Adjustment to the Keep Rio Rancho Beautiful Grant Fund (207) for Operational, Staffing, Travel & Training, Contract Services, Affiliate Fees and Advertising Costs
Resolution
- 6.** R103, Resolution Authorizing a Budget Adjustment to the Fire Protection Fund (250) to Classify Renovation Properly
Resolution
- 7.** R104, Resolution Authorizing the Disposal of Parks, Recreation and Community Services Department Property
Resolution
Exhibit A.pdf
- 8.** R105, Resolution to Authorize a Budget Adjustment to the Infrastructure Fund (305) for the 2023/2024 New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Cooperative Project Grant
Resolution
L300335 FY24- Executed.pdf
- 9.** R106, Resolution Decommissioning and Allowing for Disposal of a Vehicle
Resolution
- 10.** R107, Resolution Authorizing a Budget Adjustment to the E-911 Grant Fund (255) to Accept the FY2024 Enhanced 911 Grant
Resolution
Full Executed - 24-E-09 Rio Rancho FY24 E-911 Grant Agreement.pdf
- 11.** R108, Resolution Authorizing the Disposal of Library and Information Services Department Property
Resolution
Exhibit A

- 12.** R109, Resolution Authorizing a Budget Adjustment to the Federal Grants Fund (259) for the Event Center Security Camera Project
Resolution
- 13.** D35, Appointment of Lisa Hardisty to the Planning and Zoning Board
L. Hardisty Resume Redacted

Boards and Commissions

Public Hearings

Second Reading of Ordinances

First Reading of Ordinances

Discussion and Deliberation

- 14.** D36, Advice and Consent of the Governing Body for Rio Rancho Firefighter's Association Collective Bargaining Agreement
FINAL DRAFT_CoRR and RRFA CBA_8.28.23.pdf
CoRR and RRFA CBA Dec. 2019 thru July 2023 with MOUs.pdf
- 15.** R110, Resolution Authorizing a Budget Adjustment to Fund Rio Rancho Firefighter's Association Collective Bargaining Agreement
Resolution

City Manager

Comments by Councilors

Adjournment



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item:

AGENDA DATE:

September 14, 2023

DEPARTMENT:

City Clerk

SUBJECT:

Minutes of August 15, 2023 Joint Work Session with Governing Body and Planning and Zoning Board

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: [Minutes of August 15, 2023 Joint Work Session with Planning and Zoning Board](#)



Governing Body
Joint Work Session
with Planning and Zoning Board
of the
City of
Rio Rancho
MINUTES
AUGUST 15, 2023
3:00 p.m.
Council Chambers

MEMBERS PRESENT:

Greggory D. Hull, Mayor
Bob Tyler, Councilor Dist. 3
Paul Wymer, Councilor Dist. 4
Karissa Culbreath, Councilor Dist. 5^(arrived at 3:13 p.m.)

MEMBERS ABSENT:

Jim Owen, Councilor Dist. 1
Jeremy Lenentine, Dist. 2

Planning & Zoning Members Present:

Fred Radosevich, District 3
Scottie Richardson, District 5^(virtual)
Salvatore Tortorici, At-Large

MEMBERS ABSENT:

Kevin Kofchur, District 2
Robert Gabaldon, District 4

STAFF & SPECIAL GUEST PRESENT:

Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Josh Rubin, City Attorney
Amy Rincon, Director of Development Svcs.
Yolanda Lucero, Deputy City Clerk
Brian Babyak, Planning and Zoning Division Manager
Tim Dvorak, Municipal Planner II
Michelle Costilla, Municipal Planner II
Lizbeth Ruiz Carlos, Municipal Planner II

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Hull called the meeting to order at 3:00 p.m.

Discussion

1. Sign Code Update

Amy Rincon, Director of Development Services stated staff has been working on an update to the Sign Code over the last two years. At this time an update has been drafted for review with assistance from Camiros Consultants.

Councilor Wymer is a part of the Committee and stated the draft is more enforceable, which differs from what is in place currently.

Chris Jennette, Consultant with Camiros went into detail on the key changes that have been made to the draft. Updates to the signs in the right-of-way, organization, sign

1 types, standards and flexibilities, unified sign plan, and non-conformities. The City's
2 current Sign Code does not offer a comprehensive clear set of standards and processes
3 for controlling signs within the City of Rio Rancho. Issues have been identified via a
4 comprehensive code audit, and discussions with staff and stakeholders. Goals have
5 been identified by the sign code audit, staff and working group feedback, and key
6 stakeholder input. Regulations must be content -neutral.

7
8 Tim Dvorak, Municipal Planner II went over the current and proposed sign code in
9 further detail.

10
11 Amy Rincon, Director of Development Services stated staff will hold public outreach
12 meetings and then proposed changes will be taken to the Planning and Zoning Board
13 and Governing Body for approval.

14 15 2. Affordable Housing Study Update

16
17 Ms. Rincon stated a review of the draft will be presented by Consultants with National
18 Development Council.

19
20 Sheldon Bartel, Consultant with National Development Council gave a brief update.
21 Rio Rancho has historically had inherent affordability and value, but as market
22 conditions have changed, as Rio Rancho has grown and the economy diversifies, the
23 inherent affordability is challenged. The City is in a unique position in that it is still
24 somewhat on the front end of the challenge meaning that a proactive approach now vs
25 being forced to take a reactionary approach later on. The fact that the growth in housing
26 units has not kept pace with overall population growth means that current and future Rio
27 Rancho residents are likely to continue to experience rising housing costs, since the
28 demand for housing exceeds supply.

29
30 Maureen Milligan, Consultant with National Development Council went over the housing
31 needs and population growth. She talked about the benefits of the Affordable Housing
32 Act and gave examples of donations available to cities with an approved Affordable
33 Housing Plan.

34
35 Mr. Bartel explained it is important for Rio Rancho to focus on creating and preserving
36 affordable housing as an inclusive economy is a strong economy. He went over the next
37 steps.

38 39 3. Impact Fees Overview

40
41 Amy Rincon explained that Consultants with Willdan Financial Services will present an
42 overview with the focus on Land Use Assumptions. Staff plans on bringing this item
43 back to Governing Body in October.

44
45 Carlos Villarreal, Consultant with Willdan Financial Services gave an overview of where
46 they are in the study. Impact Fees are a one-time charge imposed at the building permit

1 stage and on all development projects within a defined geographic area and funds
2 facilities to serve new development.

3
4 Kevin Burnett, Consultant went into detail on the Land Use Assumptions. The role of
5 the Land Use Assumptions identifies the additional demand placed on City services by
6 new development, additional capital facilities and assets are allocated to existing and
7 new development based on the Land Use Assumptions. Identifying the Land Use
8 Assumptions is the first step in the calculation and adoption of development impact
9 fees. The Capital Improvement Plan Citizen Advisory Committee will advise and assist
10 the City in adopting Land Use Assumptions. The next steps will incorporate recently
11 adopted ICIP into models, calculate draft impact fees and review with relevant parties,
12 recommend CIPCAC adoption of Land Use Assumption and Impact Fees in October
13 and proposing adoption in November or December by the Governing Body.

14
15 Mr. Geisel, City Manager stated the draft sets the groundwork upon which we continue
16 to make decisions that are important and will have an impact on the community.

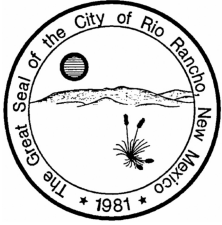
17
18 The meeting adjourned at 4:58 p.m.

19
20 APPROVED THIS SEPTEMBER 14, 2023

21
22
23 _____
Greggory D. Hull, Mayor

24 ATTEST:

25
26 _____
27 Rebecca A. Martinez, City Clerk
28 (SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item:

AGENDA DATE:

September 14, 2023

DEPARTMENT:

City Clerk

SUBJECT:

Minutes of August 24, 2023 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: [Minutes of August 24, 2023 Regular Meeting](#)



*Governing Body
of the
City of Rio Rancho*

**MINUTES
AUGUST 24, 2023
6:00 PM
Council Chambers, City Hall**

MEMBERS PRESENT:

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

STAFF PRESENT:

Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Josh Rubin, City Attorney
Rebecca Martinez, City Clerk
Carol Jaramillo Dir. of Financial Svcs.
Jason Shoup, Library Director
James DeFillippo, Fire Chief
Connie Peterson, Dir. of Parks, Rec & Comm Svcs.
Stewart Steele, Police Chief
Amy Rincon, Director of Development Svcs.
Yolanda Lucero, Deputy City Clerk

Call to Order and Pledge of Allegiance

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

Proclamations and Awards of Merit

Mayor Hull read a proclamation in Remembrance of September 11, 2001.

Public Forum

No individuals spoke under this item.

Comments by Councilors

Consent Calendar

- 1.) Minutes of August 10, 2023 Regular Meeting
- 2.) R94, Resolution Authorizing a Budget Adjustment to the Infrastructure Fund (305) for Acceptance of Sandoval County Funds for the 15th Street SE Realignment Project
- 3.) R95, Resolution Authorizing a Budget Adjustment to the Law Enforcement Protection Fund (241) to Recognize the Increase in Distribution from the State of New Mexico
- 4.) R96, Resolution Authorizing a Budget Adjustment to the Library Fund (220)

Jeremy Lenentine moved to approve Consent Calendar. Seconded by Paul Wymer

1 The motion carried by a vote of 6 FOR and 0 AGAINST.
2 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
3 Nicole List
4 NO: None

5 6 **Boards and Commissions**

7 8 **Public Hearings**

9 10 5.) R97, Resolution Amending the Broadmoor Drive Specific Area Plan

11
12 Amy Rincon, Director of Development Services presented R97 and O15 together. The
13 applicant requests approval of an amendment to the Broadmoor Drive Specific Area
14 Plan to update the Future Land Use Map on five lots legally described as Unit 13, Block
15 112, Lots 1, and 4-7. The Specific Area Plan Future Land Use Map designates the
16 subject area as "Northern Blvd Neighborhood Center" and shows a C-1 zoning
17 designation. The applicant is requesting the Future Land Use be amended to "Northern
18 Blvd Wholesale & Warehouse" area, similar to the Land Use directly adjacent to the
19 west. Concurrent with this request is a Zone Map Amendment request to a change the
20 zoning on the subject property from C-1: Retail Commercial District to C-2: Wholesale
21 and Warehousing Commercial District. The Planning and Zoning Board recommends
22 approval with findings and conditions.

23
24 Karissa Culbreath moved to approve R97. Seconded by Bob Tyler

25
26 The motion carried by a vote of 6 FOR and 0 AGAINST.
27 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
28 Nicole List
29 NO: None

30 31 6.) O15, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning 32 Classification and Official Zoning Map for the Property Legally Described as Unit 13, 33 Block 112, Lots 1, 4-7, from C-1: Retail Commercial District to C-2: Wholesale and 34 Warehousing Commercial District; Identifying Conditions of Development, Providing for 35 Severability and an Effective Date

36
37 Jeremy Lenentine moved to approve O15. Seconded by Karissa Culbreath

38
39 The motion carried by a vote of 6 FOR and 0 AGAINST.
40 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
41 Nicole List

42 43 **Second Reading of Ordinances**

44 45 **First Reading of Ordinances**

1 **Discussion and Deliberation**

2
3 7.) R98, Resolution Adopting the Final Infrastructure and Capital Improvement Plan
4 (ICIP) for Fiscal Years 2024-2029

5
6 Carole Jaramillo, Director of Financial Services presented this item. The ICIP has since
7 been updated resulting in a net increase in the plan of \$74 million. The proposed
8 changes include updated cost information, capital funding sources and uses rolled
9 forward from FY 2023, and projects added to the capital plan. In the aggregate, the
10 City's capital program consists of 108 projects at a total estimated cost of \$592 million
11 over the next six years. While the ICIP does not impact legal authority for capital
12 spending outside of FY 2024, the document serves as the primary basis upon which
13 subsequent annual capital budgets will be formulated.

14
15 Bob Tyler moved to approve R98. Seconded by Paul Wymer

16
17 The motion carried by a vote of 6 FOR and 0 AGAINST.

18 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
19 Nicole List

20 NO: None
21

22 8.) R99, Resolution Authorizing the City Manager to Enter into a Land Exchange
23 Agreement/Lease Termination for the Exchange of Real Property

24
25 Councilor Tyler recused himself due to potential conflict of interest as his spouse serves
26 on the Rio Rancho Public School Board.

27
28 Councilor List recused herself due to potential conflict of interest as she is employed
29 with Rio Rancho Public School District.

30
31 Matt Geisel, City Manager presented this item. City of Rio Rancho municipal
32 government and Rio Rancho Public Schools have come to an agreement to exchange
33 the 6.21-acre site located at 4531 Northern Blvd., Rio Rancho, for the 1.43-acre site
34 located at 1930 14th Ave. Rio Rancho, for the mutual benefit of both parties. The land
35 exchange also contemplates the termination of the existing lease between the City and
36 RRPS related to the 12.96-acre site located at 4477 9th Ave. The proposal involves the
37 former Shining Stars Preschool site property (12.96 acres) held under a lease with
38 RRPS and a vacant 6.21-acre lot owned by the City along Northern Boulevard. In
39 exchange for termination of the lease and the conveyance of the 6.21-acre vacant lot on
40 Northern Boulevard, RRPS would convey the vacant 1.43-acre lot in the Unser Gateway
41 near Maggie Cordova Elementary School to the City. At this time, each of the three
42 referenced properties in the land exchange are vacant and not being used by either
43 entity. Over the last six months staff and RRPS staff have worked closely to negotiate
44 the land exchange agreement and termination of lease. The City will be able to utilize
45 the turned over former Shining Stars Preschool site property, 4477 9th Ave. NE, as the
46 site to construct a multi-generational recreational center. The proposed center is

1 currently in the initial planning phase. The City will be able to utilize the 1.43-acre site
2 located at 1930 14th Ave. SE, it will receive in this exchange as the site to construct a
3 new fire/rescue station. The proposed fire/rescue station is currently in the initial
4 planning phase. RRPS will be able to utilize the 6.21-acre site located at 4531 Northern
5 Blvd., it will receive in this exchange as the site to construct various projects
6

7 Karissa Culbreath moved to approve R99. Seconded by Jim Owen
8

9 The motion carried by a vote of 5 FOR and 0 AGAINST.

10 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Paul Wymer, Karissa
11 Culbreath

12 NO: None

13 RECUSED: Bob Tyler, Nicole List
14

15 **City Manager**

16 **Comments by Councilors**

17 **Adjournment**

18
19
20
21 6:35 p.m.

22
23 APPROVED THIS SEPTEMBER 14, 2023
24

25 _____
26 Gregory D. Hull, Mayor

27 ATTEST:

28
29 _____
30 Rebecca A. Martinez, City Clerk
31 SEAL
32



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R100

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Police Department

SUBJECT:

R100, Resolution Authorizing a Budget Adjustment to the Police Department Fleet Maintenance Budget for Insured Repair of a Police Patrol Vehicle (Unit 1937)

BACKGROUND AND ANALYSIS:

On May 29, 2023, a suspect's vehicle purposely drove straight ahead and struck Unit 1937. As a result, both vehicles sustained damage to the front bumpers.

IMPACT:

Unit 1937 will be scheduled for repairs upon approval of the Resolution and acceptance of insurance funds (\$1,929.20).

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

A budget adjustment is necessary to expend the funds as intended.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Police Report.pdf](#)

ATTACHMENT: [Check Deposit.pdf](#)

ATTACHMENT: [PROPERTY SUMMARY UNIT 1937.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE POLICE
DEPARTMENT FLEET MAINTENANCE BUDGET FOR INSURED REPAIR OF A
POLICE PATROL VEHICLE (UNIT 1937)**

WHEREAS: The City has received an insurance claim payment totaling \$1,929.20 to repair a police patrol car (Unit 1937) that was damaged in a motor vehicle accident; 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:

Law Enforcement Fleet Maintenance (6025)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-0000-369.20-00 Insurance Recovery		\$0	\$1,930		\$1,930
Total Revenue		\$0	\$1,930		\$1,930

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-6025-424.50-40 Fleet Maintenance		\$160,000	\$1,930		\$161,930
Total Expense		\$160,000	\$1,930		\$161,930

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

I N C I D E N T D A T A	Agency Name Rio Rancho Police Department		INCIDENT/INVESTIGATION REPORT						Case# 23-004220						
	ORI NM 0230600								Date / Time Reported 05/29/2023 17:40 Mon						
	Location of Incident 4225 CRESTVIEW DR SE, Rio Rancho NM 87124			Gang Relat NO	Premise Type Department/discount	Beat/Tract RB3, RRPD		Last Known Secure 05/29/2023 17:40 Mon							
								At Found 05/29/2023 17:40 Mon							
#1	Crime Incident(s) Shoplifting (over \$500 But Not More Than \$2,500)			(Com) F	Weapon / Tools				Activity						
					Entry				Exit		Security				
#2	Crime Incident			()	Weapon / Tools				Activity						
					Entry				Exit		Security				
#3	Crime Incident			()	Weapon / Tools				Activity						
					Entry				Exit		Security				
MO															
V I C T I M	# of Victims 1		Type: BUSINESS				Injury:								
	V1		Victim/Business Name (Last, First, Middle) TARGET				Victim of Crime # 1,		DOB Age 00		Race	Sex	Relationship To Offender	Resident Status Resident	Military Branch/Status
	Home Address 4225 CRESTVIEW DR SE , Rio Rancho, NM 87124-						Email				Home Phone 505-994-2820				
	Employer Name/Address						Business Phone				Mobile Phone				
	VYR	Make	Model	Style	Color	Lic/Lis	VIN								
O T H E R I N V O L V E D	CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)														
	Type: INDIVIDUAL		Injury:												
	Code RP		Name (Last, First, Middle) MARCOTTE, MEGAN MICHELLE				Victim of Crime #		DOB Age 33		Race W	Sex F	Relationship To Offender	Resident Status Resident	Military Branch/Status
	Home Address 6556 GANNETT DR NE RIO RANCHO, NM 87144						Email				Home Phone 480-320-9355				
	Employer Name/Address TARGET, 4225 CRESTVIEW DR SE (AP TEAM LEAD)						Business Phone 505-994-2820				Mobile Phone 480-320-9355				
	Type:		Injury:												
	Code		Name (Last, First, Middle)				Victim of Crime #		DOB Age		Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
	Home Address						Email				Home Phone				
	Employer Name/Address						Business Phone				Mobile Phone				
P R O P E R T Y	1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)														
	VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description				Make/Model			Serial Number	
	1	19	7	\$1,264.01		1	MISC MERCHANDISE								
		27	EVID	\$0.00		1	RECORDINGS/AUDIO-VISUAL								
Officer/ID# AULT, CHRISTOPHER (RRPD5304) Outstanding Stolen Val [Total Stolen]: \$1,264 01 [\$1,264 01]															
Invest ID# (0) Supervisor GARCIA, JUSTIN R (RRPD3956)															
Status	Complainant Signature				Case Status Cleared By Arrest 06/12/2023				Case Disposition:				Page 1		
R_CS1IBR Printed By: CVALDEZ, CORR-DDVSP Sys#: 37552 06/14/2023 14:31															

INCIDENT/INVESTIGATION REPORT

Rio Rancho Police Department

Case # 23-004220

Status Codes	1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown					
D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type	

Assisting Officers
 OLIVAS, N. (RRPD5305), POLISAR, B. (RRPD4651), WYSONG, B. (RRPD4536), SAINA, E. (RRPD4978), RIOS, K. (RRPD5341), GIANNINI, I. (RRPD3992), GARCIA, J.R. (RRPD3956), GARCIA, J.R. (RRPD3956), GARCIA, J.R. (RRPD3956), GARCIA, J.R. (RRPD3956)

Suspect Hate / Bias Motivated:

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 23-004220

Rio Rancho Police Department

NARRATIVE
Philip will be criminally summons for the listed. Joseph was arrested, refer to Officer B. Polisar report for more information.

REPORTING OFFICER NARRATIVE*Rio Rancho Police Department*

OCA

23-004220

Victim

TARGET

Offense

SHOPLIFTING (OVER \$500 BUT NOT MORE

Date / Time Reported

Mon 05/29/2023 17:40

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

On May 29, 2023, at approximately 1740 hours I was dispatched to Target located at 4225 Crestview Dr SE in reference to a shoplifting call.

The call notes annotated that a male (later identified as Philip Canale) was inside the store and was loading a shopping cart full of merchandise. Philip arrived with another male in an older, white in color sedan. The sedan possibly had a black bumper. The other male was waiting for Philip inside the sedan, on the south side of the building near the fire exit.

I arrived on scene. I observed a white in color Ford Crown Victorian backed in two parking spots. The vehicle was on the south side of the building near the fire exit. The vehicle was occupied by a male (later identified as Joseph Ortega).

I turned on my emergency equipment and parked in front of the Ford sedan. I contacted Joseph and asked him what he was doing. He told me he was waiting for a friend. I observed in plain view, a small square piece of tin foil that was on the center console. Through my training and experience the tin foil is drug paraphernalia used to consumed illegal narcotics. I told Joseph to give me his keys and get out of the vehicle. Joseph put the vehicle in drive and drove forward. He struck the passenger side, front bumper of my issued Rio Rancho Police unit, causing the push bumper to collapse into the hood of the police unit. The Ford was able to force its way pass my unit and was last seen traveling south through the parking lot at a high rate of speed.

Officer B. Polisar located Joseph, after Joseph crashed into a light pole at NM Hwy 528 and Southern Blvd. Refer to Officer B. Polisar supplemental report for criminal charges filed against Joseph. Refer to Officer N. Olivas crash report for more information. Officer K. Rios conducted a filed investigation of the scene, refer to her supplemental report for more information.

I went inside Target and contacted the calling party, Megan Marcotte. Megan is a lost prevention officer for Target. She told me that Philip Canale just left outside through the south fire exit with a backpack and a shopping cart full of merchandise. Philip saw my police unit and went back inside Target. Shortly after, I apprehended Philip and placed him under arrest for shoplifting. The store merchandise was recovered and cost approximately \$1264.01. The damage to my police unit is estimated at \$2,929.02.

Philip was transported to SCDC but SCDC denied incarceration due to Philip needing a medical clearance. Philip was transported to SRMC and was later admitted. Philip will be criminally summons for the listed charge. My body worn camera footage was uploaded to a secure server.

Incident Report Suspect List

Rio Rancho Police Department

OCA: 23-004220

1	Name (Last, First, Middle) CANALE, PHILIP MARK						Also Known As				Home Address 1611 OLD RT 66 W MORIARTY, NM 87035	
	Business Address											
	DOB [REDACTED]/1967	Age 55	Race W	Sex M	Eth	Hgt 508	Wgt 175	Hair	Eye BRO	Skin	Driver's License / State [REDACTED] 6624 NM	
Scars, Marks, Tattoos, or other distinguishing features												

Reported Suspect Detail		Suspect Age		Race	Sex	Eth	Height		Weight		SSN
Weapon, Type		Feature		Make		Model		Color		Caliber	Dir of Travel Mode of Travel
Veh Yr / Make / Model				Drs	Style		Color		Lic Plate / State		VIN
Notes						Physical Char					

2	Name (Last, First, Middle) ORTEGA, JOSEPH ORTEGA, JOSEPH						Also Known As				Home Address 405 DORADO PL SE ALBUQUERQUE, NM 87123	
	Business Address											
	DOB [REDACTED] 1979	Age 43	Race W	Sex M	Eth	Hgt 507	Wgt 150	Hair	Eye BRO	Skin	Driver's License / State [REDACTED] 4252 NM	
Scars, Marks, Tattoos, or other distinguishing features												

Reported Suspect Detail		Suspect Age		Race	Sex	Eth	Height		Weight		SSN
Weapon, Type		Feature		Make		Model		Color		Caliber	Dir of Travel Mode of Travel
Veh Yr / Make / Model				Drs	Style		Color		Lic Plate / State		VIN
Notes						Physical Char					

Incident Report Related Property List

Rio Rancho Police Department

OCA: 23-004220

1	Property Description RECORDINGS/AUDIO-VISUAL				Make		Model		Caliber		
	Color		Serial No.		Value \$0.00		Qty 1.000		Unit		
	Status Evidence		Date 05/29/2023		NIC #		State #		Local #		
	Jurisdiction Locally		OAN		Name (Last, First, Middle) * No name *		DOB		Age		
								Race		Sex	

Notes

BWC RECORDING

2	Property Description MISC MERCHANDISE				Make		Model		Caliber		
	Color		Serial No.		Value \$1, 264.01		Qty 1.000		Unit		
	Status Stolen, Embezzled,		Date 05/29/2023		NIC #		State #		Local #		
	Jurisdiction Locally		OAN		Name (Last, First, Middle) Target,		DOB		Age 00		
								Race		Sex	

Notes

CASE SUPPLEMENTAL REPORT

Printed: 06/14/2023 14:31

Rio Rancho Police Department

OCA: 23004220

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *CLEARED BY ARREST*

Case Mng Status: *NA*

Occurred: *05/29/2023*

Offense: *SHOPLIFTING (OVER \$500 BUT NOT MORE THAN \$2,500)*

Investigator: *RIOS, KIMBERLY (RRPD5341)*

Date / Time: *05/29/2023 19:39:15, Monday*

Supervisor: *GARCIA, JUSTIN R (RRPD3956)*

Supervisor Review Date / Time: *06/05/2023 12:33:46, Monday*

Contact:

Reference: *Patrol Supplement*

On May 29th, 2023, at approximately 1834 hours, I was dispatched to 4225 Crestview Dr Se per Sargeant J. Garcia to conduct field investigation duties at the Tagert for a unit involved crash.

Upon my arrival to the location, I was informed by Corporal E. Saina that the suspect vehicle involved in a single motor vehicle crash at Southern Blvd and NM-528 (CAD #23085769) was the vehicle that back into Officer`s C. Ault patrol unit #1937 in a shoplifting in progress call of service at the Target (Report #23-004220). Cpl. E. Saina instructed me to return to the location of the suspect vehicle and photograph the vehicle and its damages before the tow company takes possession of it.

After I returned to the southside of the Target parking where Officer`s Ault unit was located. I took photographs of the unit and the damage done to it. I also photograph the mileage of the vehicle.

Once at the Rio Rancho Police Department, I uploaded the photographs as evidence.

This concludes my involvement on this case.

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT

Printed: 06/14/2023 14:31

Rio Rancho Police Department

OCA: 23004220

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *CLEARED BY ARREST*

Case Mng Status: *NA*

Occurred: *05/29/2023*

Offense: *SHOPLIFTING (OVER \$500 BUT NOT MORE THAN \$2,500)*

Investigator: *PORTIS, DAVID (RRPD3822)*

Date / Time: *05/29/2023 21:33:09, Monday*

Supervisor: *NAUS, MICHAEL (RRPD1149)*

Supervisor Review Date / Time: *05/30/2023 17:11:32, Tuesday*

Contact:

Reference: *Patrol Supplement*

On 05/29/23, I responded to a request for K9 behind the Pres building on Southern. The request was regarding a suspect who had fled from officers after a traffic crash.

I deployed K9 Abraham onto the track left by the suspect at the last known location. We tracked west bound from that location through heavy brush. As we approached the end of the ravine, the suspect appeared and began fleeing south bound. I gave a command for him to stop running and to get onto the ground. The suspect complied and was taken into custody by officers. Abraham had no contact with the suspect.

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT

Printed: 06/14/2023 14:31

Rio Rancho Police Department

OCA: 23004220

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *CLEARED BY ARREST***Case Mng Status:** *NA***Occurred:** *05/29/2023***Offense:** *SHOPLIFTING (OVER \$500 BUT NOT MORE THAN \$2,500)***Investigator:** *POLISAR, BROOKLYN ...***Date / Time:** *06/01/2023 03:38:14, Thursday***Supervisor:** *PORTIS, DAVID (RRPD3822)***Supervisor Review Date / Time:** *06/01/2023 21:45:20, Thursday***Contact:****Reference:** *Patrol Supplement*

On May 29, 2023 at approximately 1741 hours I was dispatched to Target located at 4225 Crestview Dr SE in regard to a shoplifting. While en route the calling party, Megan Marcotte with loss prevention, advised a male was in the store who had shoplift last night. She stated the male arrived in a white car parked near the side exit.

Officer C. Ault arrived on scene and made contact with the vehicle. Officer C. Ault observed an occupant and parked in front of the vehicle with his marked police unit and his emergency lights on and then challenged the driver. The driver disobeyed commands and put the vehicle in drive and drove straight ahead and into Officer C. Ault's marked police unit with its emergency lights on. The driver purposely struck the parked police unit causing damage to the front bumper of both vehicles. The driver then fled southbound at a high rate of speed on NMSHW 528. I was in the area of NMSHW 528 and Southern when another call came out of a crash involving the listed white vehicle (2FABP7BV8AX121552) striking a light pole and fleeing on foot. (See Officer N. Olivas crash report.) Officer C. Ault then was able to place the male inside of Target in custody (See Officer C. Ault's report).

Officers in the area of Southern and NMSHW 528 made contact with witnesses who stated they observed a male running westbound on Southern behind the AutoZone. They described him wearing a black shirt and red shorts. I then arrived on scene near AutoZone and set up on a perimeter. Sergeant Portis then arrived with his K9. As Sergeant Portis was working a scent trail with his K9 a male subject matching the description given, emerged from the trees. I then gave commands for him to show me his hands and the male was safely taken into custody. The male identified himself as Joe Ortega. Upon running Joe through NCIC he returned with a valid warrant for his arrest.

Officer C. Ault was able to identify Joseph as the male driving the vehicle and fleeing from the scene. Officer C. Ault also observed video surveillance of Philip Canale exiting the vehicle and shoplifted approximately \$1,175.49 worth of items from target. Joseph was arrested for aggravated fleeing a Law Enforcement Officer, Conspiracy to commit shoplifting and criminal damage to property. Joseph was transported to SCDC where he was booked without further incident.

Investigator Signature

Supervisor Signature



CRIMINAL COMPLAINT

STATE OF NEW MEXICO

CASE # 23004220

SANDOVAL

COUNTY

RIO RANCHO

CITY

IN THE MAGISTRATE

COURT

-- VS --

Name: CANALE PHILIP
 Address: 1611 OLD RT 66 W
 City/Zip: MORIARTY NM 87035
 D.O.B.: 967
 S.S.N.: _____
 Height: 5' 08" Weight: 175 lbs
 Hair: Bald - BLD
 Eyes: Brown - BRO

STN #:

Arrest Date: 05/29/2023Driver Lic #: 6624

Citation #:

Arrest #:

Docket #:

Date Filed: 05/29/2023

The undersigned, under penalty of perjury, complains and says that on or about 05/29/2023, In the County/City of RIO RANCHO, State of New Mexico, the above named Defendant(s) did:

Contrary to Section 30-16-20

NMSA 1978.

Charge Code 4616CRIME: SHOPLIFTING (OVER \$500)

(Common name of Offense or Offenses)

NM Stat 30-16-20: Shoplifting.

A. Shoplifting consists of one or more of the following acts:

- (1) willfully taking possession of merchandise with the intention of converting it without paying for it;
- (2) willfully concealing merchandise with the intention of converting it without paying for it;
- (3) willfully altering a label, price tag or marking upon merchandise with the intention of depriving the merchant of all or some part of the value of it; or
- (4) willfully transferring merchandise from the container in or on which it is displayed to another container with the intention of depriving the merchant of all or some part of the value of it.

B. Whoever commits shoplifting when the value of the merchandise shoplifted:

- (3) is more than five hundred dollars (\$500) but not more than two thousand five hundred dollars (\$2,500) is guilty of a fourth degree felony;

To Wit:

On May 29, 2023, at approximately 1740 hours I was dispatched to Target located at 4225 Crestview Dr SE in reference to a shoplifting call.

The call notes annotated that a male (later identified as Philip Canale) was inside the store and was loading a shopping cart full of merchandise. Philip arrived with another male in an older, white in color sedan. The sedan possibly had a black bumper. The other male was waiting for Philip inside the sedan, on the south side of the building near the fire exit.

I arrived on scene. I observed a white in color Ford Crown Victorian backed in two parking spots. The vehicle was on the south side of the building near the fire exit. The vehicle was occupied by a male (later identified as Joseph Ortega).

I turned on my emergency equipment and parked in front of the Ford sedan. I contacted Joseph and asked him what he was doing. He told me he was waiting for a friend. I observed in plain view, a small square piece of tin foil that was on the center console. Through my training and experience the tin foil is drug paraphernalia used to consumed illegal narcotics. I told Joseph to give me his keys and get out of the vehicle. Joseph put the vehicle in drive and drove forward. He struck the passenger side, front bumper of my issued Rio Rancho Police unit, causing the push bumper to fold into the hood of the unit. The Ford was able to force its way pass my unit and was last seen traveling south through the parking lot at a high rate of speed.

I went inside Target and contacted the calling party, Megan Marcotte. Megan is a lost prevention officer for Target. She told me that Philip Canale just left outside through the south fire exit with a backpack and a shopping cart full of merchandise. Philip saw my police unit and went back inside Target. Shortly after, I apprehended Philip and placed him under arrest for shoplifting. The store merchandise was recovered and cost approximately \$1264.01.

I SWEAR OR AFFIRM UNDER PENALTY OF PERJURY THAT THE FACTS SET FORTH ABOVE ARE TRUE TO THE BEST OF MY INFORMATION AND BELIEF. I UNDERSTAND THAT IT IS A CRIMINAL OFFENSE, SUBJECT TO THE PENALTY OF IMPRISONMENT TO MAKE FALSE STATEMENT IN A CRIMINAL COMPLAINT.

Complainant

Name **AULT, C.**Title(if any) **5304 PEACE OFFICER**Agency(if any) **RIO RANCHO POLICE DEPARTMENT**

This complaint may not be filed without the prior payment of a filing fee, unless approved by the District Attorney or a law enforcement officer authorized to serve an Arrest or Search Warrant. Approval of the district attorney or a law enforcement officer is not otherwise required.

Approved

DISTRICT ATTORNEY OR LAW ENFORCEMENT OFFICER

[As amended, approved by the Supreme Court of New Mexico, effective September 1, 1990; April 1, 1991; November 1, 1991.]

If Probable Cause Determination required:

- ☐ Probable Cause Found
- ☐ Probable Cause Not Found, and Defendant Released from Custody

Judge

Date

Time

[As amended, effective September 1, 1990; April 1, 1991; November 1, 1991; as amended by Supreme Court Order No.13-8300-020, effective for all cases pending or filed on or after December 31, 2013.]

ARREST/BOOKING REPORT

Received 05/31/23

AGENCY RIO RANCHO POLICE DEPT.				ORI NM		CASSE NUMBER 2304220							
				FBI		FILE NUMBER		FILE					
DEFENDANT NAME (Last, First, Middle) ORTEGA, JOSEPH				RACE H		SEX M		DATE OF BIRTH 7/1/77		P.O.B.		DOCKET NO.	
AGE 46		HEIGHT 5'7"		WEIGHT 150		HAIR BRO		EYES BRO		SCARS & MARKS		SID NO.	
ADDRESS (Number & Street) 405 DORADO PL SE				City & State ALBUQUERQUE, NM				PHONE NO.					
ALIAS				DRIVER'S LICENSE NUMBER 1252				STATE NM					
LOCATION OF ARREST 3715 SOUTHERN BLVD SE				ARRESTING OFFICER (Signature & Number) B. [Signature] #4651				DATE & TIME 5/29/23 1811H					
OCCUPATION OR EMPLOYER				BOOKING OFFICER (Signature & Number) [Signature] #370				FINGERPRINTED & PHOTOGRAPHED BY: [Signature] #370				(Name & Number)	
Charge ID		A		B		C							
Charge		AGG FLEEING		CONSPIRACY (SUPPLIANCE)		CRIM DAM.		WARRANT					
Statute		30-22-01.1(C)		30-16-20		30-15-01		31-14					
Bond Amount													
Bond Type													
Return Date													
Disposition													
		DAYS		AMOUNT		DAYS		AMOUNT		DAYS		AMOUNT	
Sentence													
Time Served													
Good Time													
Balance													
Paid													
Receipt Number													
KNOWN HISTORY OF:		Alcoholism		Mental Illness		Drug Abuse							
ANY KNOWN ALLERGIES:		Diabetes		Epilepsy		High Blood Pressure							
Is Subject Now Under Doctor's Care, and/or, Taking Any Medication?				If Yes, What?									
UNDER INFLUENCE OF:		Alcohol		Drugs		If Yes, What Drug?							
RELEASE DATE		TIME		RELEASING OFFICER (Signature & Number)		AGENCY RELEASED TO:							

SIGNATURE OF RECEIVING OFFICIAL: **[Signature] #370**

LIST ANY REMARKS BELOW

DEFENDANT'S PERSONAL PROPERTY RECEIPT

Total Cash At
Time of Arrest

\$

DEFENDANT'S NAME (Please Print)

QTY	ITEM	QTY	ITEM

X
DEFENDANT'S SIGNATURE AT TIME OF ARREST

WITNESS

I hereby state that the above listed property was returned to me, in satisfaction of all claims to property on my person at the time of my arrest. On the date of my release.

X



CRIMINAL COMPLAINT

STATE OF NEW MEXICO

CASE # 23004220

SANDOVAL

COUNTY

RIO RANCHO

CITY

IN THE MAGISTRATE COURT

-- VS --

STN #:

Arrest Date: 05/29/2023

Driver Lic #: 1252

Citation #:

Arrest #:

Docket #:

Date Filed:

Name: ORTEGA JOSEPH

Address: 405 DORADO PL SE

City/Zip: ALBUQUERQUE NM 87123

D.O.B.: 1979

S.S.N. [REDACTED]

Height: 5' 07" Weight: 150 lbs

Hair: Bald - BLD

Eyes: Brown - BRO

The undersigned, under penalty of perjury, complains and says that on or about 05/29/2023, In the County/City of RIO RANCHO, State of New Mexico, the above named Defendant(s) did:

Contrary to Section 30-22-01.1(A) NMSA 1978.

Charge Code 7717

CRIME: AGGRAVATED FLEEING A LAW ENFORCEMENT OFFICER (NO INJURY OR GREAT BODILY HARM)

(Common name of Offense or Offenses)

Contrary to Section 30-16-20 NMSA 1978.

Charge Code 4618

CRIME: CONSPIRACY TO COMMIT SHOPLIFTING (OVER \$500)

(Common name of Offense or Offenses)

Contrary to Section 30-15-01 NMSA 1978.

Charge Code 1010

CRIME: CRIMINAL DAMAGE TO PROPERTY (OVER \$1000)

(Common name of Offense or Offenses)

On May 29, 2023 at approximately 1741 hours I was dispatched to Target located at 4225 Crestview Dr SE in regard to a shoplifting. While en route the calling party, Megan Marcotte with loss prevention, advised a male was in the store who had shoplift last night. She stated the male arrived in a white car parked near the side exit.

Officer C. Ault arrived on scene and made contact with the vehicle. Officer C. Ault observed an occupant and parked in front of the vehicle with his marked police unit and his emergency lights on and then challenged the driver. The driver disobeyed commands and put the vehicle in drive and drove straight ahead and into Officer C. Ault's marked police unit with it's emergency lights on. The driver purposely struck the parked police unit causing damage to the front bumper of both vehicles. The driver then fled southbound at a high rate of speed on NMSHW 528. I was in the area of NMSHW 528 and Southern when another call came out of a crash involving the listed white vehicle (2FABP7BV8AX121552) striking a light pole and fleeing on foot. (See Officer N. Olivas crash report.) Officer C. Ault then was able to place the male inside of Target in custody (See Officer C. Ault's report).

Officers in the area of Southern and NMSHW 528 made contact with witnesses who stated they observed a male running westbound on Southern behind the AutoZone. They described him wearing a black shirt and red shorts. I then arrived on scene near AutoZone and set up on a perimeter. Sergeant Portis then arrived with his K9. As Sergeant Portis was working a scent trail with his K9 a male subject matching the description given, emerged from the trees. I then gave commands for him to show me his hands and the male was safely taken into custody. The male identified himself as Joe Ortega. Upon running Joe through NCIC he returned with a valid warrant for his arrest.

Officer C. Ault was able to identify Joseph as the male driving the vehicle and fleeing from the scene. Officer C. Ault also observed video surveillance of Philip Canale exiting the vehicle and shoplifted approximately \$1,175.49 worth of items from target. Joseph was arrested for aggravated fleeing a Law Enforcement Officer, Conspiracy to commit shoplifting and criminal damage to property. Joseph was transported to SCDC where he was booked without further incident.

I SWEAR OR AFFIRM UNDER PENALTY OF PERJURY THAT THE FACTS SET FORTH ABOVE ARE TRUE TO THE BEST OF MY INFORMATION AND BELIEF. I UNDERSTAND THAT IT IS A CRIMINAL OFFENSE, SUBJECT TO THE PENALTY OF IMPRISONMENT TO MAKE FALSE STATEMENT IN A CRIMINAL COMPLAINT.

Complainant B. Polisar

Name POLISAR, B.

Title(if any) 4651 PEACE OFFICER

Agency(if any) RIO RANCHO POLICE DEPARTMENT

This complaint may not be filed without the prior payment of a filing fee, unless approved by the District Attorney or a law enforcement officer authorized to serve an Arrest or Search Warrant. Approval of the district attorney or a law enforcement officer is not otherwise required.

Approved _____

[As amended, approved by the Supreme Court of New Mexico, effective September 1, 1990; April 1, 1991; November 1, 1991.]

DISTRICT ATTORNEY OR LAW ENFORCEMENT OFFICER

If Probable Cause Determination required:

- ☐ Probable Cause Found
- ☐ Probable Cause Not Found, and Defendant Released from Custody

Judge _____

Date _____

Time _____

[As amended, effective September 1, 1990; April 1, 1991; November 1, 1991; as amended by Supreme Court Order No.13-8300-020, effective for all cases pending or filed on or after December 31, 2013.]

**Rio Rancho Police Department****Department Case Report****Department Case Number: 23004220****Related Case # 's:****Case Information**

Case Officer: 5304 - Chris Ault
Offense Date/Time: 05/29/2023 - 19:26Hrs
Offense Location: 4225 Crestview Dr Se
Offense Type: 2399 - LARCENY-SHOPLIFTING
Expiration Date: 05/28/2024
Jurisdiction: SANDOVAL
Court Date:
Disposition:
Disposition Date:
Case Comments:

Case Names

Case Items**Item Number: 001****Container #:****Process:** Hold for investigative purposes**Current Custody:** Item Submitted Into Property - Evidence Drop Box**Collection Date/Time:** 05/29/2023 - 19:27Hrs**Collection Purpose:** Evidence**Collected By:** 5341 - Kimberly Rios**Collection Location:** 4225 CRESTVIEW DR SE**Packaging/Quantity/Item Type:** One sealed envelope with: - 1 - CD Photos**Detail Description:** FIELD INVESTGATION PHOTOS**Owner:** There is no owner associated with this item**Item Notes:** PHOTOGRAPHS OF BOTH 1937 PATROL UNIT AND SUSPECT VEHICLE DAMAGES

Item Number: 002**Container #:****Process:** Hold for investigative purposes**Current Custody:** Item Submitted Into Property - Evidence Drop Box**Collection Date/Time:** 05/29/2023 - 20:19Hrs**Collection Purpose:** Evidence**Collected By:** 5304 - Chris Ault**Collection Location:** 4225 Crestview DR SE**Packaging/Quantity/Item Type:** One sealed envelope with: - 1 - CD/DVD Surveillance**Detail Description:** Hit and Run footage**Owner:** There is no owner associated with this item**Item Notes:**

Item Number: 003**Container #:****Process:** Hold for investigative purposes**Current Custody:** Item Submitted Into Property - Evidence Drop Box**Collection Date/Time:** 05/29/2023 - 20:20Hrs**Collection Purpose:** Evidence**Collected By:** 5304 - Chris Ault**Collection Location:** 4225 Crestview DR SE**Packaging/Quantity/Item Type:** One sealed envelope with: - 1 - CD/DVD Surveillance**Detail Description:** shoplifting footage**Owner:** There is no owner associated with this item**Item Notes:**



Rio Rancho Police Department
Department Case Report
Department Case Number: 23004220
Case Items

Item Number: 004

Container #:

Process: Hold for investigative purposes

Current Custody: Item Submitted Into Property - Evidence Drop Box

Collection Date/Time: 05/29/2023 - 20:21Hrs

Collection Purpose: Evidence

Collected By: 5304 - Chris Ault

Collection Location: 4225 Crestview DR SE

Packaging/Quantity/Item Type: One sealed envelope with: - 1 - Personal/Business document(s)

Detail Description: Target Rec

Owner: There is no owner associated with this item

Item Notes:

Chris Ault

Case Officer Signature

5/29/23

Date

Just Sanchez 3956

Supervisor Signature

WCITY OF RIO RANCHO FINANCE DEPARTMENT
*** CUSTOMER RECEIPT ***
Date: 7/12/23 01 Receipt no: 14093

Description	Quantity	Amount
XX OTHER REVENUE	1.00	\$1929.20
LEGAL INSURANCE		

101-0000-369.20-00
INSURANCE CLAIM-HMSIF
2023030946

Tender detail		
CK CHECK	815089	\$1929.20
Total tendered		\$1929.20
Total payment		\$1929.20

Trans date: 7/12/23 Time: 9:33:46

THANK YOU

**New Mexico Self Insurers Fund**

CLAIMS ACCOUNT
PO BOX 846
SANTA FE, NM 87504-0846

New Mexico Bank & Trust
Santa Fe, NM 87505

CHECK NUMBER **815089**

95-654
1070

DATE
06/30/2023

AMOUNT

\$ *****1,929.20

Pay Nineteen Hundred Twenty Nine Dollars And 20/100

VOID AFTER SIX MONTHS FROM DATE OF ISSUE
TWO SIGNATURES REQUIRED

TO THE
ORDER
OF

Rio Rancho
3200 Civic Center Circle NE, Suite 314
Rio Rancho, NM 87144-4501

[Signature]
[Signature]

⑈815089⑈ ⑆107006541⑆ 9996941595⑈

Company: NEW MEXICO SELF INSURER'S FUND
Payee: Rio Rancho
Examiner: BHECKLER

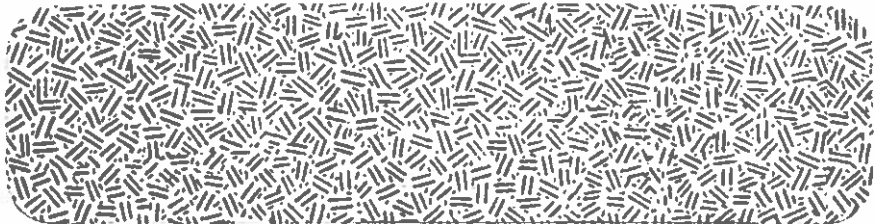
Check Number: 815089
Check Total: 1,929.20
Check Date: 06/30/2023

Incident Date	Account Number		Claim Number Invoice #	Claimant Name	Description	Amount
	From	Through				
05/29/2023	9996941595		2023030946	City of Rio Rancho	Collision - APD	1,929.20
	05/29/2023	06/29/2023				

RECEIVED

JUL 12 2023

RIO RANCHO CITY
ATTORNEY'S OFFICE



87144-450399



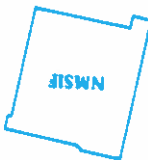
RIO RANCHO CITY
ATTORNEY'S OFFICE

JUL 12 2023

RECEIVED

Alicia La Porte

NEW MEXICO
SELF-INSURERS' FUND
P.O. Box 846
Santa Fe, New Mexico 87504-0846



quodient
FIRST-CLASS MAIL
IMI
\$000.60
07/06/2023 ZIP 87501
043M31230038

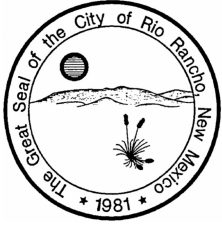
US POSTAGE

2022 PROPERTY DAMAGE CLAIMS

270-0000-369-20-00

RECORD PROP-	STATUS	DEPT.	INCIDENT LOCATION	DOI	CRASH #	LAST 6 OF VIN	UNIT/ ID	CITY PROPERTY COST	AUTO ID	OTHER DRIVER	INSURANCE/CLAIM #	TORT CLAIM REC'D	FAULT ON CITY	PROPERTY DAMAGE	PAYMENT FROM NMSIF CLAIM	NMSIF DEDUCT.	ACCT. #
23-29	NMSIF	PD	4225 Crestview (Target)	5/29/2023	23004220	576028	1937	\$ 38,092.00	16544	Joseph Ortega	NMSIF Brandon Heckler Claim: 2023030946 (505) 992-3510	No	No	\$ 2,929.20	\$ 1,929.20	\$ 1,000.00	101-0000-369.20-00

TOTAL: \$ 2,929.20 \$ 1,929.20 \$ 1,000.00



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R101

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Development Services

SUBJECT:

R101, Resolution Authorizing the Disposal of City Property From the Development Services Department

BACKGROUND AND ANALYSIS:

The Development Services Department (DSD) has been storing various pieces of broken furniture and items that are no longer being used. As DSD continues to move away from paper plans and applications, the need for file cabinets has decreased. Exhibit A includes a complete listing of the items staff is seeking to either dispose of or recycle.

An estimated value of the items is less than \$2,500. The disposal of property is governed by Section 3-54-2, NMSA 1978 requiring the Governing Body approval for property that does not exceed \$2,500.

IMPACT:

Approval of the Resolution will allow for the disposal of unusable items.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Exhibit A](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING THE DISPOSAL OF PROPERTY FROM THE
DEVELOPMENT SERVICES DEPARTMENT**

WHEREAS: the Development Services Department has filing cabinets, chairs and desk part that are no longer being utilized; and

WHEREAS: continuing to store the items is not optimal; and

WHEREAS: staff will recycle any salvageable materials and destroy the remaining components for safe and proper disposal; 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 property depicted in Exhibit A, attached hereto.

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



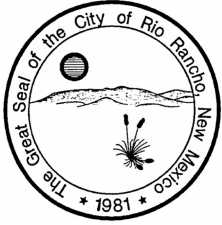












**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R102

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Parks, Recreation & Community Services

SUBJECT:

R102, Resolution Authorizing a Budget Adjustment to the Keep Rio Rancho Beautiful Grant Fund (207) for Operational, Staffing, Travel & Training, Contract Services, Affiliate Fees and Advertising Costs

BACKGROUND AND ANALYSIS:

The Keep Rio Rancho Beautiful Division of the Parks, Recreation and Community Services Department has applied for and received annual competitive grant funding through the State's New Mexico Clean and Beautiful program and legislation for more than 25 years.

This year, the State's program has awarded Keep Rio Rancho Beautiful \$24,163 to employ youth, hire program trainers, advertise events, purchase materials to implement the Division's programs, send staff to the national Keep America Beautiful conference, and pay affiliate fees.

IMPACT:

The proposed Resolution will create the budget and line items necessary to implement the grant award as proposed to the State.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommend approval of the proposed Resolution.

ATTACHMENT: [Resolution](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE KEEP RIO
RANCHO BEAUTIFUL GRANT FUND (207) FOR OPERATIONAL, STAFFING,
TRAVEL AND TRAINING, CONTRACT SERVICES, AFFILIATE FEES, AND
ADVERTISING COSTS**

WHEREAS: The New Mexico Tourism Department has awarded Keep Rio Rancho Beautiful \$24,163 to fund salaries, operational supplies and costs, travel and training, contract services, advertising, and affiliate fees; and

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

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

That authorization is given the following budget adjustment:

Keep Rio Rancho Beautiful Grant Fund (207)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
207-0000-334.15-10 KRRB Grant Revenue	PR2427	\$16,696	\$ 24,163		\$40,859
Total Sources		\$16,696	\$ 24,163		\$40,859

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
207-0000-434.10-13 Temp. Employee Wages	PR2427	\$0	\$5,374		\$5,374
207-0000-434.20-05 Temp. Employee FICA	PR2427	\$0	\$78		\$78
207-0000-434.20-15 Temp. Employee Worker's Comp	PR2427	\$0	\$173		\$173
207-0000-434.32-07 Contract Services	PR2427	\$0	\$2,600		\$2,600
207-0000-434.50-01 Advertising	PR2427	\$0	\$1,875		\$1,875
207-0000-434.50-05 Memberships / Subsc.	PR2427	\$0	\$330		\$330
207-0000-434.50-06 Travel	PR2427	\$0	\$745		\$745
207-0000-434.50-07 Transportation	PR2427	\$0	\$629		\$629
207-0000-434.50-11 Conference & Training	PR2427	\$0	\$595		\$595

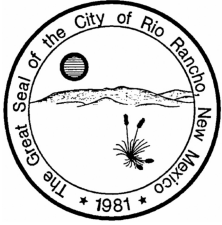
207-0000-434.60-53 Program Supplies	PR2427	\$0	\$11,764		\$11,764
Total Uses		\$0	\$ 24,163		\$ 24,163

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R103

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Fire and Rescue

SUBJECT:

R103, Resolution Authorizing a Budget Adjustment to the Fire Protection Fund (250) to Classify Renovation Properly

BACKGROUND AND ANALYSIS:

This Resolution seeks to move previously allocated funding necessary to complete the remodeling of Fire Station 2 to the correct line item. The funding will cover the cost of a ceiling replacement, additional painting, and tile work in the kitchen and both bathrooms.

IMPACT:

Funds are being transferred between line items of the same project to properly classify the renovations as a building repair. No additional funding is required to complete the project.

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 FIRE
PROTECTION FUND (250) TO CLASSIFY RENOVATION PROPERLY**

WHEREAS: the Fire and Rescue Department, in collaboration with the Public Works Department, has obtained price proposals for change orders for a significant renovation of Fire Station 2; and

WHEREAS: a budget adjustment is necessary to correctly classify the renovations as building repair and maintenance.

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

That authorization is given for the following budget adjustment:

Fire Protection Fund (250)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
250-0000-422.50-35 Repair and Maintenance Buildings	FR2331	\$334,488	\$46,000		\$380,488
250-0000-422.70-11 Capital/ Building Improvements	FR2331	\$180,295		\$46,000	\$134,295
Total Uses		\$514,783	\$46,000	\$46,000	\$514,783

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R104

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Parks, Recreation & Community Services

SUBJECT:

R104, Resolution Authorizing the Disposal of Parks, Recreation and Community Services
Department Property

BACKGROUND AND ANALYSIS:

The Parks, Recreation and Community Services Department wishes to dispose of non-functional, damaged, broken or obsolete items that cannot be used any longer.

The items include chalkboards, white-boards, small desks, and conference chairs. A complete list of the items is contained in Exhibit A, attached hereto.

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.

IMPACT:

Approval of the Resolution will enable the City to dispose of obsolete 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.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING THE DISPOSAL OF PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT PROPERTY**

WHEREAS: the Parks, Recreation and Community Services Department has non-functional, damaged, broken or obsolete property located at the Rio Rancho Events Center and Meadowlark Senior Center that can no longer be used; and

WHEREAS: the Parks, Recreation and Community Services Department desires to remove and safely dispose of the property, as listed in Exhibit A; and

WHEREAS: the disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for 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 authorization is hereby given to remove and dispose of the broken and outdated items located at the Rio Rancho Events Center (3001 Civic Center Circle) and at the Meadowlark Senior Center (4330 Meadowlark Ln SE) within the Parks, Recreation and Community Services Department listed in the attached Exhibit A.

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

Division of Senior Services items for Disposition

Chalkboards	Broken	3
White boards	Broken	3
Small Desks	Broken	2
Conference Chairs	Broken	4
Donated Bingo Cards	Damaged	50
Donated Bingo Machine	Broken	1
Donated decorations	Damaged	200
Donated desk	Broken	1
Square tables	Broken	4
Donated Paintings/Posters	Damaged	6
Donated steppers	Broken	15
Various Billiards cue sticks broken	Broken	11
Shelving that attaches to walls	Broken	4
Wall hutch missing shelves	Broken	2
Donated Christmas tree	Missing pieces	1
Cushioned Chairs	Broken	6
Home made instruments	Broken	2
IBM Printer	Broken	1
Homemade Podium	Broken	1

Rio Rancho Events Center items for Disposition

Samsung 4 Registers Serial NO

403540-245	Outdated
403540-232	Outdated
403540-250	Outdated
403540-309	Outdated
403540-255	Outdated
403540-230	Outdated
403540-228	Outdated
403540-243	Outdated
403540-312	Outdated
403540-163	Outdated
403540-295	Outdated
403540-244	Outdated
403540-251	Outdated
403540-248	Outdated
403540-245	Outdated
403540-254	Outdated
403540-238	Outdated
403540-224	Outdated
403540-235	Outdated
403540-237	Outdated
403540-257	Outdated
403540-242	Outdated
403540-308	Outdated
403540-258	Outdated
403540-214	Outdated
403540-311	Outdated
403540-247	Outdated

Samsung 4's POS Printer Serial NO

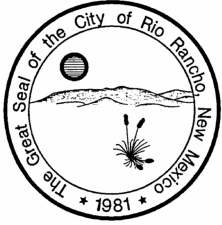
MSA22000-23K	Outdated
MSA22000-24k	Outdated
MSA22000-22T	Outdated
MSA22000-32W	Outdated
MSA22000-29D	Outdated
MSA22000-20V	Outdated
MSA22000-35T	Outdated
MSA22000-21L	Outdated
MSA22000-31M	Outdated

Monitors

E10-D11L165846	Outdated
E10-L10L004314	Outdated
E10-F10L195114	Outdated

Coin Dispenser

Ser Number 593045	Outdated
-------------------	----------



CITY OF RIO RANCHO COVER PAGE

Legislation Item: R105

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Public Works

SUBJECT:

R105, Resolution to Authorize a Budget Adjustment to the Infrastructure Fund (305) for the 2023/2024 New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Cooperative Project Grant

BACKGROUND AND ANALYSIS:

The City of Rio Rancho applied for a 2023-2024 LGRF Grant in March 2023. The required City match of \$46,182 has been included in the FY23 budget from Fund 270, Municipal Gas Tax Revenue. Additional local funding has also been budgeted for capital projects in the amount of \$46,218. A budget adjustment in the amount of \$138,546 is required to recognize the grant award.

Project budgets are as follows:

ADA deficiency remediation throughout the City (LGRF: \$75,000; local match: \$25,000; additional local: \$10,000; Total: \$110,000)

Replace aging traffic signal detection equipment on City-owned traffic signals (LGRF: \$45,546; local match: \$15,182; additional local: \$25,818 Total: \$86,546)

Install school zone flashers at Joe Harris Elementary School (LGRF: \$18,000; local match: \$6,000; additional local: \$16,400; Total: \$34,400)

IMPACT:

Revenue and expenditures in the Infrastructure Fund (305) will be increased \$138,546. The proposed budget adjustment will not impact the General Fund.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [L300335 FY24- Executed.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION TO AUTHORIZE A BUDGET ADJUSTMENT TO THE
INFRASTRUCTURE FUND (305) FOR THE 2023/2024 NEW MEXICO DEPARTMENT
OF TRANSPORTATION (NMDOT) LOCAL GOVERNMENT ROAD FUND (LGRF)
COOPERATIVE PROJECT GRANT**

WHEREAS: the City of Rio Rancho has been awarded a FY 2023/2024 LGRF COOP grant by the New Mexico Department of Transportation (NMDOT) in the amount of \$138,546; and

WHEREAS: a local match of \$46,182 and additional local funds of \$46,218 for these projects was included in the Fiscal Year 2024 Budget in the Municipal Road Fund; 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:

Infrastructure Fund (305)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
305-0000-334.10-00 State Grants	*See Note	\$3,939,267	\$138,546		\$4,077,813
Total Sources		\$3,939,267	\$138,546		\$4,077,813

*PW2471-Signal Detection Equipment: \$45,546; *PW2472-ADA Sidewalks: \$75,000; *PW2473-Multi-Modal Safety: \$18,000

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
305-0000-442.60-70 Minor Equipment	PW2471	\$2,999	\$45,546		\$48,545
305-0000-442.74-41 Street Rehab	*See Note	\$76,517	\$93,000		\$169,517
Total Uses		\$79,516	\$138,546		\$218,062

*PW2472-ADA Sidewalks: \$75,000; *PW2473-Multi-Modal Safety: \$18,000

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

1 ATTEST:

2

3

4 _____
5 Rebecca A. Martinez, City Clerk

(SEAL)

Contract No.	D19858
Vendor No.	0000047808
Control No.	HW2-L300335

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and City of Rio Rancho (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Miscellaneous, Design, Construction Management, as described in Control No. HW2-L300335, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is One-Hundred-Eighty-Four-Thousand-Seven-Hundred-Twenty-Eight dollars (184,728) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%:	138,546
-------------------------------------	---------

Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Miscellaneous, Design, Construction Management.

2. Public Entity’s required proportional matching share shall be 25%:	46,182
---	--------

3. Total Project Cost:	184,728
------------------------	---------

b. The Public Entity shall pay all Project costs, which exceed the total amount of One-Hundred-Eighty-Four-Thousand-Seven-Hundred-Twenty-Eight dollars (184,728).

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not

been contractually committed within one year from the effective date of this agreement.

- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Mallory Manzanares Date: 8/14/2023
83F307B82C81449...
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:
By: Christine Schwamberger Date: 8/8/2023
593C7CA1DD434D1...
Assistant General Counsel

City of Rio Rancho

By: [Signature] Date: 8-3-23
Title: City Manager

Attest: Rebecca Armstrong, City Clerk
Name and Title

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

SCOPE OF
WORK:

[illegible]



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO. 80

ENACTMENT NO. 23-081

**RESOLUTION AUTHORIZING PARTICIPATION IN A JOINT AND COORDINATED
EFFORT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
(NMDOT) FOR THE FY 2023-24 LOCAL GOVERNMENT ROAD FUND (LGRF)
COOPERATIVE**

WHEREAS: the City of Rio Rancho and the New Mexico Department of Transportation have entered into a joint coordinated effort; and

WHEREAS: the total cost of the project will be \$184,728 to be funded in proportional share by the parties hereto as follows: New Mexico Department of Transportation's share shall be 75% or \$138,546. The City of Rio Rancho's proportional matching share shall be 25% or \$46,182; and

WHEREAS: the City of Rio Rancho shall pay all costs which exceed the total amount of \$184,728.

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

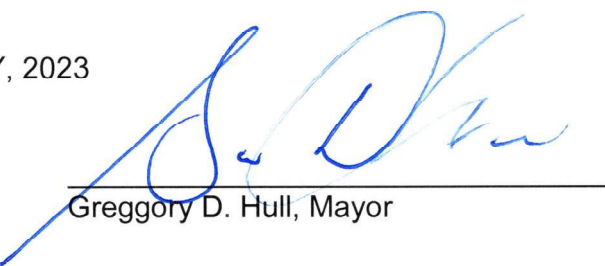
Section 1. That the project for this Cooperative Agreement is adopted and has a priority standing.

Section 2. The agreement terminates on December 31, 2024, and the City of Rio Rancho 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 the written agreement.

Section 3. The City of Rio Rancho enters into Cooperative Agreement Control Number (HW2-L300335) with the New Mexico Department of Transportation for the LGRF Program for year 2023 – 2024.

Section 4. The scope of the projects is pavement rehabilitation/improvements, reconstruction, full construction, drainage improvements, blading & shaping, traffic signal improvements, miscellaneous, design, and construction management. The project locations are citywide within the control of the City of Rio Rancho New Mexico.

ADOPTED THIS 27th DAY OF JULY, 2023



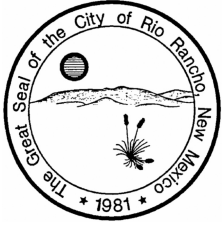
Gregory D. Hull, Mayor

ATTEST:

1
2
3
4

Rebecca A. Martinez
Rebecca A. Martinez, City Clerk
(SEAL)





CITY OF RIO RANCHO COVER PAGE

Legislation Item: R106

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Public Works

SUBJECT:

R106, Resolution Decommissioning and Allowing for Disposal of a Vehicle

BACKGROUND AND ANALYSIS:

The City of Rio Rancho Public Works Department is requesting approval to decommission and dispose of a vehicle because it is damaged beyond economical repair.

In accordance with the provisions outlined in the City of Rio Rancho's Administrative Policies and Procedures (Chapter 2, Article 12, and Section 2-12-12; Revised March 20, 2017) the City may declare "eligible" vehicles and equipment decommissioned and ready for disposal. Vehicles and equipment may be disposed of by either auction or salvage, which is determined by the Public Works Department – Fleet Division.

The Department of Public Works Fleet Division is requesting approval to decommission and dispose of unit number 2102, a 2020 Ford Expedition vehicle identification number 1FMJU1GT5LEB00659. The vehicle was involved in a motor vehicle accident and was determined to be a total loss by the at fault drivers' insurance company. The at fault drivers' insurance company has agreed to pay the City of Rio Rancho full replacement value for the vehicle and take ownership of unit number 2102. The proceeds from the settlement will be placed in the Safe Traffic Operations Program/Automated Traffic Enforcement Fund.

IMPACT:

Execution of the attached Resolution will allow the City to decommission and dispose of the specified vehicle.

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 DECOMMISSIONING AND ALLOWING FOR DISPOSAL OF A
VEHICLE**

WHEREAS: the Department of Public Works Fleet Division is requesting approval to decommission and dispose of unit number 2102, a 2020 Ford Expedition vehicle identification number 1FMJU1GT5LEB00659; and

WHEREAS: the vehicle was involved in a motor vehicle accident, and was determined to be a total loss by the at fault drivers' insurance company; and

WHEREAS: this request meets the requirements outlined in the City of Rio Rancho Administrative Policies and Procedures (Chapter 2, Article 12, and Section 2-12-12; Revised March 20, 2017) to become eligible for decommissioning; and

WHEREAS: the at fault drivers' insurance company has agreed to pay the City of Rio Rancho full replacement value for the vehicle and take ownership of unit number 2102. The proceeds from the settlement will be placed in the Safe Traffic Operations Program/Automated Traffic Enforcement Fund.

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

That the described vehicle is decommissioned and shall be disposed.

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R107

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Police Department

SUBJECT:

R107, Resolution Authorizing a Budget Adjustment to the E-911 Grant Fund (255) to Accept the FY2024 Enhanced 911 Grant

BACKGROUND AND ANALYSIS:

The E-911 Grant funds the Public Safety Answering Points (PSAPs) at the City of Rio Rancho, which also provides E-911 related services to Sandoval County, as well as E-911 related reimbursements for travel, training and Geographic Information System (GIS) software and hardware.

IMPACT:

The Sandoval County Regional Emergency Communication Center plans to use the grant funds to provide training and purchase new equipment as needed for the 911 Telecommunicators.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Full Executed - 24-E-09 Rio Rancho FY24 E-911 Grant Agreement.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION TO AUTHORIZE A BUDGET ADJUSTMENT TO THE E-911 GRANT
FUND (255) TO ACCEPT THE FY 2024 ENHANCED 911 GRANT**

WHEREAS: the New Mexico Department of Finance and Administration has awarded the Sandoval County Regional Emergency Communication Center a total of \$315,569 to purchase and maintenance of the equipment and services; 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:

E-911 GRANT FUND 255

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
255-0000-334.10-00 State Grants	PS2432	\$7,447	\$315,569		\$323,016
Total Sources		\$7,447	\$315,569		\$323,016

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
255-0000-424.40-39 Program Expenditures / DFA Direct Payments	PS2432	\$0	\$255,940		\$255,940
255-0000-424.40-40 Program Activities	PS2432	\$0	\$52,429		\$52,429
255-0000-424.60-70 Supplies/Minor Furniture and Equipment	PS2432	\$0	\$7,200		\$7,200
		\$0	\$315,569		\$315,569

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST _____

1 Rebecca A. Martinez, City Clerk
2 (SEAL)
3



INTEROFFICE MEMORANDUM

Date: July 18, 2023

To: Matthew B. Geisel MBG

Thru: Carole Jaramillo, Financial Services Director

Don Martinez, Capital Projects/Grants Supervisor

DM
Donald Martinez

Digitally signed by Donald Martinez
DN: cn=Donald Martinez o=City of Rio
Rancho, ou=Budget and Grants Division,
email=dmar@rio-rancho.gov, c=US
Date: 2023.07.18 10:45:59 -06:00

From: Brenda Jacquez, Grants Administrator

Brenda Jacquez

Digitally signed by Brenda Jacquez
DN: cn=Brenda Jacquez o=City of Rio
Rancho, ou=Grants Administration,
email=brjacquez@rio-rancho.gov, c=US
Date: 2023.07.18 10:21:00 -06:00

FYI: Juan Mejia, Budget and Grants Manager

Re: State of New Mexico Department of Finance and Administration
FY24 E-911 Grant Agreement

Please find attached the State of New Mexico Department of Finance and Administration Grant agreement FY24 E-911. This Grant agreement funds the Public Safety Answering Points (PSAPs) at the City of Rio Rancho, which also provides E-911 related services to Sandoval County, as well as E-911 related reimbursements for travel, training, and Geographic Information System (GIS) software and hardware.

Requested: Police Department

Amount: \$315,569.00

Match: N/A

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
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 24-E-09

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **City of Rio Rancho**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules**.”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **City of Rio Rancho**, which also provides **E-911** related services to **Sandoval County**, as well as **E-911** related reimbursements for travel, training, and **Geographic Information Systems (GIS)** software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **June 20, 2023**, the State Board of Finance awarded the Grantee **\$315,569.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2023**, through **June 30, 2024**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. **PSAP Annual Report:** No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. **Federal 911 Resource Center Report:** No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$315,569.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party 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 Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee 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 DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Jolene Madrid**
Title: **PSAP Manager**
Address: **500 Quantum Rd**
Rio Rancho, NM 87124

Phone: **505-896-7304**
Fax: **505-891-7267**
Email: **jmadrid@rrnm.gov**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: **Stephen Weinkauf, or his successor**
Title: **E-911 Bureau Chief**
Address: **Department of Finance and Administration**
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: **505-660-3637**
Fax: **505-827-4948**
Email: **Stephen.Weinkauf@dfa.nm.gov**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE


Authorized Signatory

18-July-2023
Date

Matthew B. Geisel
(Printed Name)

City Manager
(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: 
Wesley Billingsley, Local Government Division Director

7/31/23
Date

Exhibit A

PSAP Annual Report DUE JUNE 30th, 2024

Please complete the PSAP Annual Report on-line at: [PSAP Annual Report Form](https://docs.google.com/forms/d/e/1FAIpQLSdl8-hUvKZ5By19g2JfzPP7UR4k7a6NSatPI0-M3oaLCijKOO/viewform?usp=sf_link). Or copy and paste this link into your browser: https://docs.google.com/forms/d/e/1FAIpQLSdl8-hUvKZ5By19g2JfzPP7UR4k7a6NSatPI0-M3oaLCijKOO/viewform?usp=sf_link

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response. Any files that are uploaded will be shared outside of the organization they belong to.

(SAMPLE)

Section 10.6.2.11 D(8)	
Section	PSAP Input
PSAP Name:	
Respondent contact information:	
Exact Address of the PSAP (No P.O. Boxes)	
Number of E911 Call System positions: (if a position is used for both call taking and dispatching, list it as such)	
Number of Radio Dispatch positions:	
MIS System, include make and model:	
Mapping Server, include make and model:	
911 Call system, include make and model:	
911 Call System operating software version:	
Radio System, include make and model:	
Logging recorder, include make and model	
UPS (for 911 Equipment):	
Back-up Generator:	
Number and type of dedicated CAMA/911 circuits. Wireline/Wireless:	
PSAP Manager or coordinator and alternate: contact name, phone numbers, and email address:	
PSAP Training officer name, phone number, and email address	
MSAG coordinator name, address, phone number, and email address:	

Section 10.6.2.11 D(8)	
Section	PSAP Input
GIS representative name, phone number, and email address:	
CAD system, include make and model:	
10-digit administrative number: Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
PSAP insurance provider name, point of contact, and policy numbers as proof of hazard and liability insurance: (add file)	
List Back-up PSAP(s):	
Secondary PSAPs within your county: Note: "a PSAP to which 911 calls are transferred from a primary PSAP." A secondary PSAP does not receive any direct 911 calls. It only received 911 calls as transfers from another PSAP. e.g., Sheriff's office or Tribal agencies you transfer 911 calls to or do not dispatch for.	
Attach any JPA and MOU(s) documenting agreement(s): (add file)	
Upload established procedure to handle calls from speech and hearing-impaired individuals: (add file)	
Upload developed procedures for handling unanswered or silent 911 calls: (add file)	
Number of certified telecommunicators and dispatchers	

Section 10.6.2.11 D(8)	
Section	PSAP Input
Upload Certified Dispatcher roster: (add file)	
Is your PSAP Emergency Medical Dispatch certified?	☐ Yes ☐ No
Are there plans to purchase, install, or upgrade to a NG911 capable CAD? If so when is the expected upgrade?	
Are there plans to purchase, install, or upgrade to a new Radio System? If so when is the expected upgrade?	
List current MOU(s) in place with neighboring agencies, municipalities, and counties. ▪ MOU(s) for overlapping dispatch jurisdiction.	

Exhibit B

Federal 911 Resource Center Report
DUE JANUARY 30th, 2024

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant

Exhibit C

Local Government Division

Department of Finance and Administration

Grantee:	City of Rio Rancho	Grant Award:	315,569
Address:	500 Quantum Rio Rancho, NM 87124	Project Number:	24-E-09
Telephone:	505-891-7226	Grant Period:	July 1, 2023 - June 30, 2024
Number of Funded PSAP Positions:		18	

Budget Line Items	Total Budgeted Amount	
Capital		
E-911 Equipment Upgrades		
NextGen 9-1-1 ESInet & NGCS		43,752
Dispatch Software		
Recorder		
UPS/Generator		
Capital Subtotal		43,752
Recurring Network/Managed Services		
E-911 Voice Network		88,676
Data Network		8,730
NextGen 9-1-1 ESInet		9,663
NextGen 9-1-1 NGCS		27,119
Wireless Cost Recovery		-
Recurring Network/Circuit Subtotal		134,188
Recurring Maintenance		
System Maintenance		75,000
Recurring Maintenance Subtotal		75,000
Services/Training		
911 Related Training		27,000
911 Related GIS		4,000
911 Consulting Services		
GIS Consulting Services		21,429
Interpretive Services		3,000
Minor Equipment		7,200
Services/Training Subtotal		62,629
TOTAL		315,569



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R108

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Library and Information Services

SUBJECT:

R108, Resolution Authorizing the Disposal of Library and Information Services Department Property

BACKGROUND AND ANALYSIS:

The Library and Information and Services Department needs to dispose of non-functional, damaged, and/or obsolete items that cannot be put back in library circulation or sensibly stored by selling salvageable items, recycling suitable items, and safely disposing of items deemed unfit or unsafe for sale to the public. 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.

IMPACT:

Approval of the Resolution will enable the City to dispose of obsolete and unused property.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Exhibit A](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING THE DISPOSAL OF LIBRARY AND INFORMATION
SERVICES DEPARTMENT PROPERTY**

WHEREAS: the Library and Information and Services Department needs to dispose of non-functional, damaged, and/or obsolete items that cannot be put back in library circulation or sensibly stored by selling salvageable items, recycling suitable items, and safely disposing of items deemed unfit or unsafe for sale to the public; 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 authorization is hereby given to properly dispose of the items as depicted in Exhibit A, attached hereto.

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

Disposals
Department
Date of Meeting

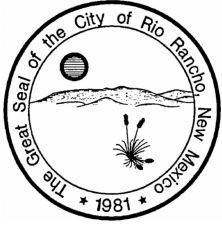
Item Description	Reason for Disposal	Estimated Current Value	Item Image
E-Z Up Pop up Tent	Damaged	\$0.00	
First Up Gazebo Pop Up Tent	Damaged	\$0.00	

Disposals
Department
Date of Meeting

Item Description	Reason for Disposal	Estimated Current Value	Item Image
Card Table	Damaged	\$0.00	
Rolling Bin	Obsolete	\$25.00	

Disposals
Department
Date of Meeting

Item Description	Reason for Disposal	Estimated Current Value	Item Image
Shelving 35 shelves	Obsolete	\$25.00	
Support for above shelves	Obsolete	\$25.00	
Green Area Rug	Obsolete	\$10.00	
Total Estimated Current Value:		\$85.00	



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R109

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Fire and Rescue

SUBJECT:

R109, Resolution Authorizing a Budget Adjustment to the Federal Grants Fund (259) for the Event Center Security Camera Project

BACKGROUND AND ANALYSIS:

The New Mexico Department of Homeland Security & Emergency Management has awarded the Fire & Rescue Department funding for building safety improvements at the Rio Rancho Event Center. The funding will cover the security camera installation throughout Event Center.

The Resolution will move funds to the appropriate line item to account for capital assets.

IMPACT:

Approval of the Resolution will move funding to the correct lines for project FR2244. No additional funding is being requested.

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 FEDERAL
GRANTS FUND (259) FOR THE EVENT CENTER SECURITY CAMERA PROJECT**

WHEREAS: the New Mexico Department of Homeland Security & Emergency Management has awarded the Fire & Rescue Department funding for building safety improvements at the Rio Rancho Event Center; and

WHEREAS: the funding will be used for the installation of cameras throughout the Event Center; and

WHEREAS: a budget adjustment is necessary to properly classify expenditures as major equipment and technology.

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

That authorization is given for the following budget adjustment:

Federal Grants Fund (259)

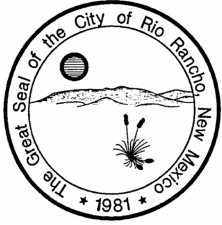
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
259-0000-424.31-06 Technological Initiatives	FR2244	\$12,558	\$41,504		\$54,062
259-0000-424.70-11 Building Improvements	FR2244	\$290,081		\$210,599	\$79,482
259-0000-424.70-25 Major Furniture and Equipment	FR2244	\$24,878	\$169,095		\$193,973
Total Uses		\$327,517	\$210,599	\$210,599	\$327,517

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: D35

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Administration

SUBJECT:

D35, Appointment of Lisa Hardisty to the Planning and Zoning Board

BACKGROUND AND ANALYSIS:

The board has several responsibilities including promoting a comprehensive planning process with the general purpose of guiding and accomplishing a coordinated, adjusted, aesthetically appealing, and harmonious development of the City.

Lisa Hardisty resides in City Council District 6. If appointed, she will serve a term that expires on September 14, 2026.

IMPACT:

The appointment will fill a vacancy on the Planning and Zoning Board caused by term expiration.

ALTERNATIVES:

Approve the appointment.

Do not approve the appointment.

DEPARTMENT RECOMMENDATION:

Mayor Hull recommends the appointment of Lisa Hardisty to the Planning and Zoning Board.

ATTACHMENT: [L. Hardisty Resume Redacted](#)

Lisa L. Hardisty

Summary of Experience

- 22+ years health care experience: 10 years leadership experience; 10 years project management experience; 7 years software/system implementation experience; 3 years hospital system experience; 2 years consulting experience.
 - Strategy, evaluation, design, and implementation of technology solutions, business operations, risk management, and regulatory programs.
 - Subject matter expert and authority on identification, monitoring, interpretation, analysis, and application of federal and state regulations as well as quality accreditation programs. Confident and effective liaison with federal, state, and accreditation authorities.
 - Development and delivery of verbal and written presentations from executive level to front line operations.
 - Major capital, minor capital, and operational budget development and management.
 - Development and leadership of onsite, remote hybrid and fully remote multidisciplinary teams of managers, supervisors, licensed and non-licensed professionals in the areas of: regulatory identification, interpretation, and implementation; contractor, vendor, and delegation development, management and oversight; project management; training development; risk assessment; internal monitoring/auditing process design and execution; external audit strategy and delivery; software design, technical requirements documentation and testing; data/reporting design, requirements documentation, testing, and delivery; operations process evaluation, analysis, design, and implementation; process improvement analysis.
 - Development of operational compliance programs to ensure compliance with federal, state, contractual, and accreditation requirements; development of strategy and response to regulatory inquiries; external audit and internal monitoring process development and execution.
 - Project management including development of project initiation and scope documentation, budget, and detailed project plans; liaison with project stakeholders to execute project plans, ensuring project is managed on time and within scope and budget; development of training and go-live strategies; post-project evaluation and filing of all project completion documentation.
 - Data analytics, including reporting specifications design, requirements documentation, testing, and implementation; obtaining, aggregating, analyzing, and presenting data.
 - Software design, implementation, and management including system assessment, business requirements evaluation and documentation, system implementation project management, and ongoing system maintenance.
 - Vendor assessment, contract development, service level agreement monitoring and oversight.
-

Professional Experience

ATTAC Consulting Group **Ann Arbor, MI** **Nov 2021 - Present**
Senior Consultant

Fluent Health/Presbyterian Health Plan **Albuquerque, NM** **Jul 2014 - Dec 2021**
Director, Clinical Operations Quality Assurance (July 2020-November 2021)
Director, Clinical Operations Quality Assurance & Clinical Informatics (December 2018-July 2020)
Manager, Clinical Operations Regulatory, Reporting, Training (July 2014-December 2018)

Presbyterian Health Plan **Albuquerque, NM** **Feb 2003 - Jul 2014**
Manager, Regulatory Operations Medicare and Medicaid (October 2011 - July 2014)
Regulatory Specialist (June 2009 - October 2011)

Certifications

Health Care Compliance (CHC)
Health Care Compliance Association (HCCA) September 2012 - Present

Education

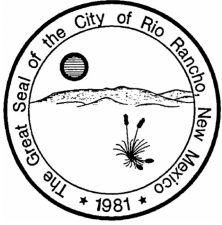
Bachelor of Arts in Political Science, Cum Laude
Minor, Business Management
University of New Mexico

References

Louanne Cunico, Pharm-D
Presbyterian Health Plan
Vice President, Clinical Operations & Pharmacy Services
[REDACTED]

Mary Jo Bischel
Presbyterian Health Plan
Director of Clinical Technology
[REDACTED]

Courtney Overton
ATTAC Consulting Group
Consultant
[REDACTED]



CITY OF RIO RANCHO COVER PAGE

Legislation Item: D36

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Human Resources

SUBJECT:

D36, Advice and Consent of the Governing Body for Rio Rancho Firefighter's Association Collective Bargaining Agreement

BACKGROUND AND ANALYSIS:

The term of the previous Rio Rancho Firefighter's Association agreement ended on July 1, 2023. The terms and conditions of this agreement automatically roll over beyond the expiration term (i.e., evergreen status) until a new agreement is reached.

A five-member team from City administration entered into negotiations with a five-member team from Rio Rancho Firefighter's Association regarding a new collective bargaining agreement in February 2023 and concluded July 2023.

The Rio Rancho Firefighter's Association conducted a vote of its membership in August 2023 regarding the new collective bargaining agreement. Seventy-one (71) affirmatively voted in favor of the agreement and one (1) voted no. The Rio Rancho Firefighter's Association represents 72 members of service with the Rio Rancho Fire and Rescue Department.

The substantive changes contained in the proposed agreement, in relation to the current agreement (December 22, 2019 to July 1, 2023), are summarized below:

Article 1: Added revised classification title for paramedics (Fire Medic) and eliminated all reference to retired EMS interfacility transport classifications.

Article 2: Removed terms referencing non-covered bargaining unit personnel and added rights to waive membership dues when employees are approved for continuous leave related to FMLA or a Worker's Compensation claim.

Article 3: Revised verbiage and formatting for clarity and created a new time reporting code for off-duty union time.

Article 4: Included approved unscheduled PTO as time worked for the calculation of overtime.

Article 5: Revised terms of overtime to match the change made in Article 4 regarding unscheduled PTO and added existing MOU terms regarding compensatory time.

Article 7: Updating observed holiday schedule to match other City policies already adopted. Clarification added for terminal leave and for the conversion of donated leave.

Article 8: Specification added for promotional seniority to include tenure credit honored for temporary promotions.

Article 9: Specification added to target letters concerning administrative leave when an MOS is placed under investigation.

Article 12: Updates to legal citations and clarifications to legal references and procedures.

Article 15: Implemented a new mandatory Wellness Fitness Initiative to assess annual physical fitness of MOS and retained the Cooper's Institute Standard Evaluation for voluntary fitness incentives.

Article 16: Clarification and specification added related to permanent illness and medical separation.

Article 18: Specification added to clarify application of alcohol screening in line with City policy and an agreement to consider confirmation testing in the future.

Article 19: Increase to reimbursement rate for boot allowance.

Article 24: Clarification and specification added for travel time when attending court.

Article 29: Revised bid schedule and incorporated reference to new Fire Medic classification.

Article 30: Increased incentive rate for Advanced EMT licensure from 5 percent to 7 percent, created the Fire Medic classification as a promotional tier equal to Engineers in an attempt to bolster recruitment and retention of licensed paramedics, and integrated licensure levels into the Engineer, Fire Inspector, and Captain classifications to further compel MOS to obtain and retain advanced licensure.

Pay rates for all tiers increased by a range of 5 percent - 20 percent with the most significant increases applied to those ranks with a paramedic license.

In addition to the proposed changes within the draft CBA, the Rio Rancho Fire and Rescue Department is also proposing to assign one Engineer at every fire station on each shift, which will result in 12 additional promotional opportunities for MOS. From an operational perspective, the change will permit the department to assign at least one technically trained MOS at every station to efficiently and safely manage the apparatus while also driving and responding to structure fires.

Article 31: Moved annual pay negotiations deadline from March 15 to April 1 to better align with the City's annual budget preparation timeline.

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

IMPACT:

The new Collective Bargaining Agreement attempts to address applicable market forces and competition, assist with recruitment and retention efforts of employees with advanced EMT licensure, adds clarification language, enhances physical fitness standards, and ensures more technically trained staff are assigned to and available at all stations across the City in an effort to provide improved safety response and increased maintenance standards for department assets.

Implementation of the new Collective Bargaining Agreement is estimated to add approximately \$600,277.74 of additional payroll costs in Fiscal Year 2024, which will be recurring thereafter. The projected expenses will be accounted for in the City's General Fund Budget using existing resources and projected revenue levels.

If advice and consent is given by the Governing Body to ratify the new CBA, a budget adjustment request to account for the corresponding expenses will immediately follow on the agenda for Governing Body consideration.

The effective date of the agreement (and start of new rates of pay) will be September 24, 2023.

Please note, a 5 percent cost-of-living adjustment approved by the Governing Body for all employee groups, subject to collective bargaining where applicable, in July 2023 at the beginning of the new fiscal year (FY 2024) was factored into the new rates of pay for Rio Rancho Firefighter's Association members, effective September 24, 2023. As a result, association members did not receive a 5 percent cost-of-living adjustment at the beginning of the new fiscal year, July 2023, similar to other employee groups.

ALTERNATIVES:

Accept the proposed Collective Bargaining Agreement.

Do not accept the proposed Collective Bargaining Agreement.

DEPARTMENT RECOMMENDATION:

City Administration and the Rio Rancho Firefighter's Association recommend approval of the negotiated Collective Bargaining Agreement spanning September 24, 2023 to June 30, 2027.

ATTACHMENT: [FINAL DRAFT_CoRR and RRFA CBA_8.28.23.pdf](#)

ATTACHMENT: [CoRR and RRFA CBA Dec. 2019 thru July 2023 with MOUs.pdf](#)

AGREEMENT

BETWEEN

THE CITY OF RIO RANCHO

AND

**RIO RANCHO FIREFIGHTER'S ASSOCIATION
IAFF Local 4877**



Effective: X, 2023 through June 30, 2027

PREAMBLE

THIS AGREEMENT is entered into this ____ day of September 2023, by and between the City of Rio Rancho, a municipal corporation of the State of New Mexico, hereinafter referred to as the "City", and the Rio Rancho Firefighter's Association hereinafter referred to as the "Association".

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

TABLE OF CONTENTS

ARTICLE	PAGE
1. RIGHTS	1
2. MEMBERSHIP	3
3. ALLOCATED MEETING TIME.....	4
4. WORK SCHEDULES AND PAY PERIOD	6
5. REGULAR OVERTIME AND COMPENSATORY TIME.....	8
6. TRAINING.....	10
7. HOLIDAY AND PTO PAY	13
8. SENIORITY	17
9. CORRECTIVE AND DISCIPLINARY ACTION.....	18
10. FORMAL DISPUTE RESOLUTION PROCEDURE.....	21
11. NON-ARBITRABLE COMPLAINTS	24
12. LEGAL PROTECTION.....	25
13. PROMOTIONS AND TRANSFERS	26
14. REHIRE PROCESS	27
15. FIT FOR DUTY ASSESSMENT PROGRAM.....	28
16. INJURIES	31
17. INOCULATION AND IMMUNIZATION.....	32
18. ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE.....	33
19. UNIFORMS	34
20. DAMAGED, LOST OR STOLEN PROPERTY	35
21. ACCIDENTS	36
22. FUNERAL AND BURIAL EXPENSES	37
23. HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT	38
24. COURT TIME.....	39
25. SPECIAL COMMITTEES	40
26. EXTRA DUTY AND CHIEF'S OVERTIME	41
27. ASSOCIATION AND CITY COMMUNICATIONS	42
28. CITY / DEPARTMENT POLICIES AND WORK RULES	44
29. SHIFT BID	45
30. COMPENSATION	47
31. AGREEMENT BETWEEN PARTIES	50

ARTICLE 1 RIGHTS

A. Association Rights

The City recognizes the Rio Rancho Fire Fighter's Association as the exclusive bargaining unit for full-time paid, non-exempt Member of Service (MOS) of the City of Rio Rancho hired to perform various public safety duties with the Rio Rancho Fire and Rescue Department (Department) excluding those positions that are covered under other Collective Bargaining Agreements.

1. Inclusions – This Agreement specifically includes: Captains, Lieutenants, Firefighter's/EMTs, Fire Medics, Fire Engineers, and Fire Inspectors, employed by the Department. The Association may bargain for these MOS in negotiating wage rates, work hours, benefits, obligations and other conditions of employment.
2. Exclusions – This Agreement specifically excludes new hire probationary status, and supervisory, managerial and confidential positions: Fire Chief, Deputy Chiefs, Battalion Chiefs, Fire Marshals, Emergency Program Manager, seasonal MOS, temporary MOS, contract MOS, part-time MOS and term MOS; and other such employment positions as the parties shall agree to be excluded under this Agreement.
3. Position Changes
 - a. When the City creates a new position within the Department that is not currently classified or changes the classification of a current position Human Resources shall notify the Association in writing.
 - b. The Association shall have the option to notify the City in writing within five working days after receipt of notification by the City in 3a, above, that it intends to re-open the agreement for the purpose of negotiating the impact of the new position or change in classification on the terms and conditions of this agreement. The City and Association shall thereafter re-open negotiations solely for such purpose. Failure of the Association to notify the City within this specified period shall constitute a waiver of the right to dispute the status.

B. City Rights

The City, in accordance with the applicable statutes, rules and regulations, except as expressly limited, altered or modified by provisions of this Agreement, or appendices hereto or subsequent modifications by written instrument signed by the parties retains the exclusive right and authority as specified below. Such written instrument shall specifically identify and refer to the particular ARTICLE and subsection of this Agreement addressed therein. It is the parties' duty to meet and confer over mandatory subjects of bargaining.

1. 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 Department as a unit of City government; determine the methods, means, and personnel by which its operations and the operation of the Department are to be conducted; 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 its facilities; take all such actions necessary to maintain such service; and
2. Direct employees, establish and enforce reasonable rules and regulations governing the conduct and safety of its employees; establish schedules and take other such actions

necessary to carry out the functions entrusted to, or imposed upon, it and the Department by law; hire, promote, transfer, assign, and retain employees in positions; suspend, demote, dismiss and otherwise discipline employees for just cause as defined by PEBA; layoff or otherwise relieve employees from duty due to lack of appropriated funding; determine qualifications for, select and hire supervisory personnel; determine the qualifications for, select and hire new employees; determine the qualifications and select employees for promotion and transfer; determine the number and arrangement of work schedules, shifts and starting and stopping times thereof; evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and determine and implement all policies, procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement; and

3. To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; and
4. It is understood and agreed that the functions of management listed herein are not all inclusive and that all such rights, powers, or authority not otherwise relinquished in this Agreement shall be retained by the City.

ARTICLE 2 MEMBERSHIP

A. Association Dues

For each non-probationary MOS signed authorization, the City shall deduct from payroll distribution membership dues levied by the Association for twenty-four (24) pay periods each calendar year, concurrent with the same schedule by which the City deducts employees' health benefits.

The City shall make withdrawals of Association dues from an MOS's wages without cost to the MOS or the Association. All Association dues shall be forwarded to the Association within ten days of withdrawal.

The Association shall pay for the defense of and hold the City harmless on any and all issues pertaining to Association dues.

B. Dues Suspended or Terminated

Upon signed authorization by the MOS and an Association board member, when a member in good standing with the Association is in a non-pay status, approved for continuous leave under the Family Medical Leave Act, approved for continuous leave as a result of an approved Workers' Compensation claim, or when an MOS is called to active military duty for an entire pay period, no dues deduction shall be made. In any pay period, when net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this regard all other legal and required deductions shall have priority. To reinstate dues deductions following any of the above qualifying events, a signed authorization by the MOS must be submitted to the City.

A member may terminate Association membership, by notifying the Association and the City of their intention by means of a signed cancellation, to be submitted to Human Resources. The member must give a minimum of ten days' notice to the City of such intention.

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

ARTICLE 3 ALLOCATED MEETING TIME

A. Association Negotiation Team

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

B. Authorized Representatives Compensated Time

1. The City recognizes the President, Vice President, Secretary, Treasurer, Trustee, and seven stewards as authorized representatives for the Association. Upon appointment of authorized representatives, the Association shall send written notice of all named representatives to the Fire Department Director/Chief and the Human Resources Director.
2. It is recognized that it will be necessary for Association activities to be carried on during working hours. Stewards shall be allowed to utilize on-duty time (regular hours worked), not to exceed two hours per week per representative, to process complaints and disputes. When such time is used, the Steward shall enter comments in the time reporting system reflecting the duration and general nature of time. A steward shall not be allowed time off with pay to investigate their own grievance.
3. If an on-duty steward is unavailable, or a conflict exists with an on-duty steward, an off-duty steward shall be compensated, not to exceed two hours per week, for processing complaints and disputes. In such cases, those off-duty stewards shall be allowed to utilize Fire Union (FE) time.
4. The President and Vice President shall be allowed up to a cumulative total of thirty (30) hours per pay period to administer provisions of this Agreement (excluding time spent in Labor Management Committee meetings, Negotiations, and collective bargaining). When such time is utilized while on-duty, it shall be considered regular hours worked and tracked by entering comments in the time reporting system reflecting the duration and general nature of time. When time is spent off-duty, the time shall be recorded in payroll software as Fire Union (FE) code and paid at time and one-half. This time shall not accumulate beyond each pay period.
5. Authorized representatives shall be compensated for time spent in Labor Management Committee meetings, Negotiations, collective bargaining, and any arrangements called or agreed to by the City requiring association representation concerning business matters. Authorized representatives shall utilize on-duty time (regular hours worked) while participating in such activities during a normal scheduled shift, and shall utilize Fire Union (FE) time when participating in such activities while off-duty.
6. Authorized Representatives shall accurately document all compensable association time in a way historically used for timekeeping purposes.
7. All hours documented under this article shall only be for use within that pay period and shall not accrue or be combined with other hours allowed during subsequent or previous pay periods.

8. At the request of the recognized representative, the City will agree to release the on-duty MOS for a reasonable amount of time from the MOS' work duties for the investigation and processing of complaints and disputes, participation in Labor Management Committee meetings, Negotiations, collective bargaining, and any arrangements called or agreed to by the City requiring association representation concerning business matters, provided that such time does not significantly interfere with the operations of the City. This work shall not be compensated beyond standard on-duty pay. The City shall not unreasonably deny these requests.
9. There are Association activities such as posting notices, etc. which only require minimal periods of time. Where such actions are reasonably to be performed during working hours, they may be done without loss of pay to the recognized representative involved, providing the activities do not interfere with the operations of the City.
10. On-duty MOS shall be permitted to attend regularly scheduled, monthly Association meetings, provided that such time does not interfere with the operations of the City and at the discretion of the on-duty Battalion Chief, or designee.
11. Upon at least one-month notification, the City shall allow designated members of the Association on special duty projects to attend as official delegates, Association's conventions or conferences to the extent that such special duty does not interfere with the operations of the City. However, the total time for all such leave will not exceed two hundred forty (240) hours per contract year. The Association will provide written notice documenting the name(s) of MOS attending the special duty projects and the dates they are scheduled to attend.

ARTICLE 4

WORK SCHEDULES AND PAY PERIOD

A. Definitions

1. FLSA – Fair Labor Standard Act
2. Overtime – Time worked which is more than an MOS's scheduled work time.
3. RDO – Regular Day Off
4. Recall – When an MOS is required to work on their time off.
5. Straight Time – An MOS's normal, base hourly rate.
6. Time and One-Half – When an MOS works beyond the FLSA threshold, the MOS shall be compensated at a rate of one and one-half times their hourly rate.

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

B. Fire Inspections/Administrative/EMS Training Division (40 hours per week)

1. Workday – MOS assigned to Fire Administration or Fire Prevention, shall work a schedule of 40 hours per work week.
2. Workweek – A normal scheduled workweek shall consist of either four or five days and total 40 hours, however, under Section 207(k) of the Fair Labor Standards Act, the City shall not be required to pay the overtime rate of pay (time and one half) for these MOS until such MOS has worked 40 hours. The work week will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
3. Work Shift – Changes to the MOS's schedule may be made with the written approval of the MOS and the supervisor, with notification to the Chief.
4. Pay Period – The pay period for a 40 hour a week MOS shall be two consecutive workweeks.
5. PTO Time – PTO scheduled, and approved, five days or more before the start of the shift (Scheduled PTO) shall count as time worked for the purposes of scheduled overtime. PTO requested less than five (5) days before the first day of the scheduled shift (unscheduled PTO) shall count as time worked for the purposes of overtime.
6. Employees will not be placed "On Call/ Stand-By" while on leave/ PTO.
7. FMO Division On Call/Stand-By – When an MOS is off duty but expected to be available to respond if paged out or recalled, MOS shall be compensated at (one) 1 hour of Compensatory Time per day. No more than one (1) comp time hour shall be allowed per day for the FMO Division (maximum of 365 hours each year for entire FMO Division). The Department shall assess the public safety needs, based on available staffing levels, occurrence of calls for service, and MOS shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the MOS' job description.

C. Fire/Rescue Department MOS working 48 hours on and 96 hours off schedule (48/96)

1. There will be three shifts: "A", "B", "C", which will have a similar complement of MOS assigned to each. Work Period (28 days)
 - a. The start time for the 48/96 hour work period will be 0700 hours and end 48 consecutive hours later.
 - b. MOS assigned to the Fire/Rescue Division, other than those assigned to administrative duties as indicated above, shall work a normal schedule of 48 consecutive hours then be off for 96 consecutive hours. This cycle will then repeat itself.
 - c. FLSA regulations state that the maximum work hours for straight time on a 28 day work period is 212 hours. After 212 hours, MOS shall be compensated at a rate of time and one half of their hourly rate.
 - d. MOS will be paid for actual hours worked during the work period. Approved PTO time (scheduled and unscheduled) shall count as time worked.
 - e. There will be thirteen 28-day work periods per year. Each work period will consist of two pay periods, Pay Period Part 1 and Pay Period Part 2.
 - i. Pay Period Part 1 will be paid as 106 hours straight time;
 - ii. Pay Period Part 2 will consist of the remaining FLSA hours worked. Hours worked over the FLSA threshold will be compensated at time and one half of MOS hourly rate. Any hours worked outside of the scheduled hours will be compensated as overtime at time and one half of MOS hourly rate.
2. Pay Period
 - a. The pay period for 48/96 MOS will be 14 consecutive days to begin on Sunday at 0700 and end 14 days later.
 - b. Holidays will officially begin at 0700 hours and continue for the next 24 hours.
 - c. When an MOS works Chief's OT and/or holidays, compensation for these hours will be paid during the Pay Period in which it occurs.
3. Benefit Time Usage: Benefit time, such as funeral leave, military leave, etc., may only be used to bring an MOS's time up to the time that they would have been normally scheduled to work in a 28 day work period.

D. PTO When Transferring Divisions

When an MOS transfers and their schedule changes (48/96 to 40-hour week, or 40 hour to 48/96), the PTO accrual rate will be changed to reflect the schedule change and the following formula shall be applied to their accrued PTO balance:

$$(\text{Old Hourly Rate} \times \text{Old PTO Balance}) / (\text{New Hourly Rate}) = \text{New PTO Balance}$$

If an MOS is promoted or demoted and their schedule changes (48/96 to 40-hour week, or 40 hour to 48/96) the MOS promotion/ demotion shall be reflected in the monetary value of any existing PTO balance prior to actual transfer.

When an MOS transfer discussed above involves a promotion or demotion, the Old Hourly Rate used in the formula above shall be replaced with the hourly rate in the current work schedule that would have been in effect if MOS had promoted on the same work schedule.

ARTICLE 5

REGULAR OVERTIME AND COMPENSATORY TIME

Fair Labor Standards Act (FLSA) – MOS under this Agreement shall be paid time and one half or permitted to accrue compensatory time in conformance with the FLSA for overtime hours worked.

A. Regular Overtime

Regular Overtime is compensable department work in excess of the time an MOS is normally scheduled to work in a single work period. The appropriate supervisor shall approve all regular overtime prior to an MOS performing the work.

MOS in the Fire/ Rescue Department rate of pay shall be at straight time for all normally scheduled hours of work under the FLSA threshold. Any hours over the FLSA threshold will be paid at time and one half. Any hours worked outside of the normally scheduled hours will be paid as overtime at the rate of time and one half.

Overtime shall be calculated by the workweek (40 hour a week MOS) or work period (48/96 MOS) as indicated above and Article 4. Any hours worked over the FLSA threshold will be considered overtime as outlined in Article 4, except in cases where MOS takes unscheduled PTO and also works an unscheduled OT shift during the same pay period. In such cases, the MOS will be compensated at straight time for the same number of hours for which unscheduled PTO was utilized and any remaining unscheduled OT hours worked will be paid at time and one-half (ex. If an MOS takes 10 hours of unscheduled PTO and works a 24-hour unscheduled OT shift, the MOS will be compensated for unscheduled OT at 10 hours of straight time and 14 hours at time and one-half).

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

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

B. Procedures for Overtime and Recall for Firefighters/EMTs MOS

When minimum staffing is compromised and to ensure that MOS have an equal opportunity for overtime, MOS will be called to duty by the use of scheduling software. MOS shall be offered overtime on a rotating basis. The Association shall be authorized to inspect the software records. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.

C. Compensatory Time

1. MOS shall submit a compensatory time request form to document their intent to accumulate compensatory time in lieu of paid overtime and submit it through the chain of command to the Fire Chief (or designee) for approval. The approved method will remain in effect until a new request is submitted and approved to the contrary.

2. MOS may use their accumulated compensatory time as time off with pay when approved by their supervisor according to department rules and regulations. However, time off shall not be approved when it unduly disrupts the normal operations of the City.
3. All accrued Compensatory Time will be paid out in a lump sum annually on the last paycheck in June of the fiscal year, subject to availability of funds. All accrued Compensatory Time shall also be paid out prior to any non-temporary pay change. In both cases, the Compensatory Time balance shall be paid out at the hourly rate of pay for which the balance was earned.

MOS may submit requests for emergency compensatory payout at any time, justifying their requests. These situations are evaluated on a case-by-case basis, must be approved by the Fire Chief and HR Director, and are subject to the availability of funds.

On an incidental basis, and for exceptional reasons, MOS may also submit a written request for City Manager consideration to retain a Compensatory Time balance and forego automatic payout when there is a non-temporary pay change. Such exceptions must be requested and approved in advance of the effective pay change.

ARTICLE 6

TRAINING

A. In-Service Training

The City shall provide in-service training for MOS designed to maintain the appropriate standard of performance and to increase MOS's skills. Authorizing mandatory attendance at training courses shall be the responsibility of the Fire Chief, or their designee. Decisions to authorize or deny attendance at training courses shall be based on one or more of the following:

1. The effect the absence of the MOS will have on the Department's operations and its ability to continue to provide the services and perform the functions for which it is responsible;
2. The relationship of the subject of the training to the function performed by the MOS in the Department, and the MOS's professional development;
3. Financing the request of the MOS that is in the best interest of the Department and the City.

Approved training time shall be considered as time worked and be compensated. The City shall provide basic, remedial, refresher training, and all continuing education to MOS in the Department at the City's expense if it is required as a condition of employment to maintain basic certification standards and licenses, or required to perform on a specialty team.

B. Optional Training

1. MOS must present an application for training through their chain-of-command within 45 calendar days prior to the scheduled training dates. Approval of the training must include the following considerations:
 - a. Potential budgetary impact to Department and City;
 - b. Availability of staffing on the day/days of the training to cover MOS' duty (if applicable);
 - c. Affect that training will have on Department operations during the MOS' absence from duty;
 - d. If the training will have a direct benefit to the Department, the City, and the MOS.

The Department shall respond to an MOS's request to attend training within 30 calendar days prior to the scheduled training dates.

2. Additionally, the Training Division shall schedule and post training activities. Training may occur as direct delivery in classroom, on drill field or on location, distance via web-based system or off-site. There are three ways training expenses might be paid:
 - a. By the City with expenditure for travel, meals, lodging, registration and other costs included annually within the City budget.
 - b. By other public or private agencies. MOS may receive approval for training expenditures by grants from other governments, private organizations or professional organizations.
 - c. By the individual MOS. At the discretion of the Fire Chief, an MOS may be permitted time off from work, at full salary, to attend training, when such training is in the best interest of the Department.
3. Members shall be compensated in accordance with the City's approved per diem and mileage and use of personal vehicle policy when MOS attends Department approved training.

MOS attending mandatory training approved by the Fire Chief shall be compensated for normally scheduled work day not to exceed their normally scheduled work week.

When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.

MOS attending non-mandatory approved training may have their normal duty shift flexed to accommodate the training, attend training during their normal duty shift, or shall be compensated with commensurate compensatory time for each hour of scheduled class. Once training has been approved, the class schedule constitutes an amendment to the MOS's work schedule.

When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.

When attending training that is scheduled for less than the MOS's regularly scheduled work week, the MOS will return to work to finish the work week or use PTO.

MOS shall not be compensated for per diem when such training has included provisions for accommodations, such as meals and lodging (For example NFA, EMI, etc.).

MOS shall not be compensated for any type of homework which is part of classroom studies. However, if the instructor includes in-class time for the MOS to conduct homework, that time will be compensable provided that it is not overtime, and the homework is conducted at the place of training or at a Department approved facility approved by the MOS's supervisor.

C. Certifications

Upon the receipt of any advanced training certification, MOS shall forward a copy to the Training Division and to the MOS' "evaluation file" with their shift supervisor (Battalion Chief). MOS should maintain a personal training file, including licenses and certificates, for all job related training, and the MOS shall be responsible to ensure that all their licenses and certifications are current.

1. The Department's Training Division shall track and notify, on an annual basis, those MOS whose licenses are due to expire.
2. The Association recognizes the value of advanced training to the individual and the cost to the City. In such situations, private contracts between MOS and the City shall be agreed upon prior to the start of advanced training. The private contract must include the following elements:
 - a. total cost of the program;
 - b. total amount to be repaid by MOS;
 - c. duration of the contract;
 - d. the time and financial commitment to the MOS, and;
 - e. the consequences of default if the MOS fails to fulfill their obligation
3. All pages of the contract must be completely filled out and each page either initialed or signed by the MOS.
4. The Department shall notify the Association when an MOS enters into a training contract.

5. Training contracts may be used for non-paramedic training if the Association and City agree in writing prior to entering the private contract.

ARTICLE 7

HOLIDAY AND PTO PAY

A. Holiday

The following holidays shall be recognized each year.

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Juneteenth

*Independence Day

Labor Day

Indigenous Peoples' Day

Veterans Day

Thanksgiving Day

The Day after Thanksgiving

Christmas Eve

Christmas Day

MOS assigned to work a 48-hours-on and 96-hours-off schedule (48/96) at the time they work on the actual holiday date, as scheduled, shall be compensated at time and one-half for all time worked on that actual holiday date. MOS who are not scheduled to work on the actual holiday date and who are called into work on the actual holiday date shall be compensated at double time for all time worked on that actual holiday date.

All MOS who work on an actual holiday date shall document and verify their time worked on that date in the City's time keeping system, ensuring to specify the actual hours worked on that actual holiday date; and thereby, they shall be compensated at time and one-half time their normal rate for the hours worked (holiday pay). MOS assigned to work a 48/96 schedule shall be compensated only at their regular rate of pay and shall not be compensated at time and one-half for any time worked on any City-observed holiday.

MOS assigned to work an administration schedule (40 hours per week) shall adhere to the City's Observed Holiday schedule as approved by the Governing Body for the above listed holidays and those MOS shall have those observed holiday dates off (actual date or Governing Body approved alternative observed date(s), as applicable) from work. Administration schedule MOS will be paid for the holiday with straight time of eight or ten hours (dependent on MOS's normal work day schedule). If MOS are not scheduled to work on the City Observed Holiday (actual date or Governing Body approved alternative observed date(s), as applicable), they shall consult their chain of command to arrange to flex their schedule to take a "floating holiday" (or "floating holidays") within the same work week as the City Observed Holiday(s). Cumulative time for that work week will be a minimum of 40 hours.

Administration MOS may be required to work some holidays (actual or Governing Body approved alternative observed date(s), as applicable) based on the needs of the department.

Subject to Fire Chief's advance approval, MOS may volunteer to work on an actual or observed holiday to ensure minimum staffing when a clear and demonstrable need arises. In such cases, Administrative MOS shall be compensated at the normal rate of minimum staffing for all time worked on the actual holiday. Alternatively, if an Administrative MOS is approved to work on an observed holiday for minimum staffing, the MOS shall be compensated at straight time until 40 PERA eligible hours have been completed (regular, PTO and admin holiday hours) plus the normal rate of minimum staffing for all time worked in excess of 40 hours and one-half times their normal rate for all hours worked on the holiday (holiday pay). Thus, in such instance, those MOS shall forfeit the straight time of observed holiday pay on that day. MOS shall not receive compensation for more than the total number of holidays approved by the Governing Body each year under any circumstance.

It is expected that all FMO MOS will work July 4th unless otherwise approved for leave.

In filling routine requirements during holidays, MOS with the most classification seniority, at the MOS request, may be granted the day off provided that the shift does not drop below minimum staffing levels. The department shall follow established procedure of bidding for PTO time annually. Classification Department seniority will be used to determine approval if more than one person submit requests at the same time.

B. Paid Time-Off (PTO)

1. The cap on accrued PTO shall be 1376 hours for 40-hr administration MOS, and the cap for Fire/Rescue MOS working the 48/96 shall be 1747. An MOS approaching the cap limit will present a plan to get below limits and to address future overages, to the Chief at least three months prior to the end of the fiscal year.

2. PTO shall accrue from an MOS's date of hire and be credited for each bi-weekly pay period as follows:

Fire/Rescue Personnel Working 40 hour per week Schedule

- a. Date of hire through three years – 176 hours per year
- b. Fourth through tenth years – 216 hours per year
- c. Eleventh year through fifteen years – 256 hours per year
- d. Sixteenth Year and above – 296 hours per year

Fire/Rescue Personnel Working 48/96 Schedule

- a. Date of hire through three years – 232 hours per year
- b. Fourth through tenth years – 285 hours per year
- c. Eleventh year through fifteen years – 338 hours per year
- d. Sixteenth Year and above – 391 hours per year

3. Fire Rescue MOS who are reassigned, in training or are on limited duty assignment constituting a forty-hour work week will have their PTO accrual adjusted to reflect the forty-hour work week. The adjustment will occur the following pay period after the reassignment or limited duty assignment has encompassed an entire pay period, and will remain in effect until the completion of the reassignment, training or limited duty.
4. PTO will be scheduled or used on not less than one-hour increments.
5. Upon separation from employment for any reason, the MOS shall be paid for all unused PTO up to the maximum of 1000 hours for 40-hr administration MOS and a maximum of 1400 hours for 48/96 MOS.

6. Once an MOS has announced their intent to retire from the City under PERA, they may choose to go onto terminal leave for up to 3 continuous months preceding their official retirement date. Upon commencement of terminal leave, PERA Enhancement Pay and future leave accruals stop and the PTO balance shall be reduced to the maximum separation threshold. MOS may then use available PTO for a maximum of 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.

C. Donation of PTO and Compensation Time

PTO and compensatory time may be donated to other MOS in need due to medical necessity.

1. Eligibility of Donated Leave:

- a. MOS must have been employed with the City for a minimum of 12 cumulative months.
- b. Donated leave shall only be donated to MOS who are approved by Human Resources for protected leave under the Family and Medical Leave Act.
- c. Qualifying MOS who have exhausted their personal PTO and comp time balances may receive donated leave up to the maximum number of FMLA hours for which they were approved.

2. Procedures for Donated Leave:

- a. An eligible MOS may request a donation of leave by submitting a written request to the department director (Fire Chief) which shall include:
 - i. The name and rate of pay of the proposed recipient;
 - ii. The reason for the donated leave request; and
 - iii. The anticipated amount of donated leave the recipient will require.
- b. The department director (Fire Chief) will review the request and determine whether the requesting MOS meets the eligibility criteria. If the department director approves the request, the department director will submit the request for leave donation to the Human Resources Department for approval.
- c. The Human Resources Department will review the request and ensure the request is supported with an approved FMLA claim. If approved, leave donations will be solicited by the department for a maximum period of two (2) weeks.
- d. The department director will coordinate, with Human Resources, the transfer of donated hours, provided that employees donating leave have a sufficient number of accrued hours at the time of transfer.

3. Conditions of Donated Leave:

- a. MOS donating PTO must have more than 400 hours of PTO in their personal balances, and donating employees cannot drop below 240 hours of PTO as a result of donations. Employees with any balance of compensatory time can donate available hours.
- b. Donated leave will be converted to a dollar value and then converted to hours based on the recipient's hourly rate.

- c. Donated leave may be solicited only one (1) time per medical event. However, MOS may donate outside of the solicitation period so long as all other requirements are met.
- d. The recipient of donated leave shall not accrue PTO while on donated leave status.
- e. Any unused hours at the end of the certified FMLA leave will be returned to donors on a pro-rated basis.

ARTICLE 8

SENIORITY

The City shall establish and maintain two seniority lists, Department Seniority and Promotional Seniority. Both seniority lists shall be updated July 1st of each year and on that date posted in the Department. A copy of the two lists as posted shall be provided to the Association upon request. Any objections to the seniority lists as posted shall be reported to the Fire Chief, or designee, within ten calendar days of the posting. Thereafter the list shall be deemed correct and MOS shall not be permitted to question the lists as posted.

A. Department Seniority

Department Seniority shall begin upon an MOS's date of hire within the Department and continue to accumulate during the length of uninterrupted service. Department shall follow a revolving list for filling overtime assignments, which list was originally based on Department Seniority. All new and recently promoted MOS shall be placed at the bottom of this revolving list. A change in EMS licensure does not change Department Seniority.

B. Promotional Seniority

Promotional seniority for higher ranking positions will begin on the most recent date of appointment to such position. Ties in seniority will be determined by total test score, then by Department seniority. Promotional Seniority will be used for shift bid and annual PTO bid.

When an MOS has served in a temporary promotion capacity for a continuous period of time (with no break in service) before permanently promoting into the same classification, the MOS shall be credited with total service time (for career progression purposes) beginning on the start date of the temporary promotion.

C. Seniority Procedures

1. Downgrades in Position

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

2. Ties in Seniority

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

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

- a. The employee resigned.
- b. The MOS fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report.
- c. New hire probation extension, or mandatory disciplinary extension shall lose their department seniority and go to the bottom of their academy class.

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

ARTICLE 9

CORRECTIVE AND DISCIPLINARY ACTION

To promote safe, harmonious, fair, and efficient operations of Rio Rancho Fire Rescue, corrective action and discipline, if possible, shall be accomplished in a constructive, progressive manner to rehabilitate and correct an MOS's conduct or performance. RRFR's goal is to provide an environment that promotes employment continuity and minimizes involuntary terminations, recognizing there are times when performance and/or conduct may require some form of corrective or disciplinary action. MOS must only be issued corrective or disciplinary action for just cause. These actions include verbal counseling, written warnings, written reprimands, suspensions, demotions, terminations or any other actions of a disciplinary nature that affect the property interest of an MOS. Progressive actions may not be afforded to probationary personnel or in cases of severe breaches of conduct or policy. Supervisors shall consider the following factors when determining the proper course of disciplinary actions: seriousness of the offense, member's past history with the department, and past practice of Rio Rancho Fire Rescue in dealing with similar offenses.

A. Definitions

1. Employee Files

- a. Employee Evaluation File: This file shall be kept in a secured manner with the shift Battalion Chief or via SharePoint with limited access to the Captain rank and above. It shall be utilized as a reference, for annual employee performance evaluations, to track and store employee commendations and letters of appreciation and for progressive discipline actions. All corrective and disciplinary actions, supervisor's initial investigations (whether determined to have merit or not), as well as commendations and letters of appreciation shall be kept in the file for a period of one year to allow supervisors to use the documents for progressive disciplinary and annual performance evaluations purposes. An MOS is entitled to access their own file upon request, which will be granted in a timely manner.
- b. Employee Personnel File: This file shall be kept in a secured manner in the City's Human Resources Department, according to its department rules and standards. This file shall permanently contain the employee's annual performance evaluations, records of any Administrative Sanctions taken against the employees, Letters of Reprimand, training records, promotional test scores, licenses and certifications, and copies of any commendations and letters of appreciation. An MOS is entitled to access their own file upon request, which will be granted in a timely manner.
- c. Employee Relations File: This file shall be kept in a secured manner in the City's Human Resources Department, according to department rules and standards. All material contained shall permanently remain in the file. This file may contain documents that are required to be retained by the HR Department. Access to this file is limited to Executive-level staff at HR only. MOS may request access to contents of their file through the HR Director.

2. Corrective Action – Shall include employee training, coaching, performance improvement plan, verbal counseling, or written warnings administered by Captain and above; or written reprimands issued by Battalion Chief and above. Corrective Action allows the supervisor to provide the employee with an understanding of the problem, seek input or response to the concerns, and determine an action plan to achieve satisfactory performance or conduct. The supervisor should keep notes of the counseling session for future reference.

and guidance. The purpose of corrective action is to provide the MOS an opportunity to improve his/her behavior or performance and conform to Department standards and expectations.

- a. Verbal Counseling – Notes or records shall be placed in the employee's annual evaluation file for the period of one-year; however, the contents of the action will not be used in the progressive discipline process after six-(6) months of being placed in file.
 - b. Written Warning – Should be placed in the employee's annual evaluation file for the period of one-year; however, the contents of the action will not be used in the progressive discipline process after twelve (12) months of being placed in file.
 - c. Written Reprimands – Can only be issued by Battalion Chief and above, and should be discussed by the supervisor and Executive Management prior to administration of the action. Documentation describes the problem, previous or related conversations or actions (if applicable), and behavior required to correct the problem; signed by the employee (to acknowledge receipt of document), supervisor, and Executive Management; sent to employee's personnel file, located in the City's Human Resources Department. The action will remain in the employee's personnel file permanently, but will only be used for progressive discipline purposes for a period of one-(1) year after placement. The employee's written response will be attached (if applicable).
3. Disciplinary Action – Administrative sanctions, which include suspension, demotion, or termination, or any action affecting an MOS's property interest. These decisions are made at the Executive Management level only. It is understood that demotions and terminations be performed in conjunction with notification and cooperation of City Administration and Human Resources Department. All records of Administrative sanctions shall remain in the employee's personnel file permanently. In general, however, Administrative sanctions taken against an MOS shall not be used against an MOS to reference future discipline after one-(1) year of being placed in the file, and for promotional opportunities after a period of two-(2) years.

It is the goal of the discipline process to handle allegations at the lowest level. It is therefore the intent to have Battalion Chiefs perform an initial Supervisory Investigation to determine if the allegation and/or complaint has merit. If it is determined that merit exists, a Professional Standards Investigation shall be initiated.

No Supervisor shall be ordered to take corrective or disciplinary action against a subordinate. In the event that two supervisors disagree on the proper action, the decision to take action shall be made at the Executive Officer level.

B. Representation

MOS shall be permitted to have an association member of their choice appear with them during meetings when an individual or incident is being investigated and the member believes the investigation may result in corrective action, disciplinary action, or administrative sanctions. The following conditions must be met to have representation at such meetings:

1. An examination (asking questions) is occurring in connection with an investigation of an MOS;
2. The employee reasonably believes that the examination may result in disciplinary action;

3. The employee requests Association representation.

If all conditions are met, the supervisor, investigator, or City representative will either stop questioning until the representative arrives, cancel the investigative meeting, or continue with the meeting if the employee chooses to waive representation.

During the questioning, the representative may interrupt to clarify a question or object to questioning outside the scope of the investigation. While the interview is in progress, the representative may not tell the employee what to say but may advise them on how to answer a question. At the end of the interview the Association representative may 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 supervisor, investigator, or City representative to explain the purpose of the meeting. Employees who have questions about their right to representation are encouraged to contact an Association representative or a Human Resources Department representative.

If an accused MOS becomes a disputant under Article 12 of this contract, the disputant may be accompanied by a representative of their choice. The disputant and/or the representative shall have full rights of participation at any hearing or meeting conducted under the Formal Dispute Resolution Procedure of this agreement.

C. Professional Standards Investigation

To ensure that Professional Standards investigations and supervisory reviews are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognition of individual rights, the guidelines established by the Department's Rules and Regulations – Professional Standards Investigations and Review of Alleged MOS Misconduct, or as subsequently amended with participation by the Association, shall be followed. Guidelines for the Department will be established with participation by the Association.

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

A member who is the subject of a Professional Standards investigation shall be notified in writing of the pending investigation, the allegation(s), the complainant, and of their right to meet, confer, and/or acquire representation of a member of the Association. Upon written notice of an investigation, the MOS shall also be notified of their work status during the investigation (i.e. if they will remain on regular assignment, if they will be temporarily reassigned, if they will be placed on administrative leave, etc.). Management shall maintain full discretion to determine the MOS's work status during the course of the investigation which is subject to change at any time.

The employee may request a change of the assigned investigator prior to the onset of the investigation. The Fire Chief shall make the final decision of preemptive dismissal of any investigator.

ARTICLE 10

FORMAL DISPUTE RESOLUTION PROCEDURE

The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. Except as otherwise provided in Article 11 and in "The Public Employee Bargaining Act," , there shall be no other grievance or appeal procedures for MOS in the bargaining unit.

A. Definitions

1. Dispute – a formal written Grievance by a covered MOS alleging that there is a violation of this agreement (i.e.; a matter involving the enforcement, application, or interpretation of this agreement),
2. Disputant or affected MOS – a covered MOS or group of MOS, and the Association.
3. Business Day – a normal business day when City offices are open to the public and shall not include City observed holidays or other times when the City offices are not open for public business.
4. Time Limits – ten business days, or as otherwise mutually agreed to in writing by the City and the Association or MOS.
5. Representation – any individual the MOS chooses to represent them at any formal investigation, interview, or hearing.

B. Procedural Steps in the Dispute Resolution Procedure

1. Step 1 – The affected MOS may discuss the Dispute with the supervisor who initiated the action giving rise to the Dispute. This supervisor shall not consider a Dispute unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action, which precipitated the Dispute. The written dispute shall include the following and be issued to the appropriate supervisor with a copy to Human Resources
 - Department;
 - Job Title;
 - Disputed action or inaction;
 - Redress/remedy requested;
 - Name of the Representative; and
 - Article/section of the Contract alleged to have been violated.

The purpose for the MOS putting the Dispute into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 2. The decision rendered by the supervisor will be documented in writing and presented to the MOS within 10 business days. The time limits for Step 2 will begin on the day following receipt of the supervisor's decision.

2. Step 2 – The affected MOS shall discuss the Dispute with the Fire Chief or Designee. Written documentation of the content of the Dispute meeting is required with a copy to Human Resources. The date and time of the meeting shall be documented. The decision rendered by the Fire Chief or Designee will be documented in writing and presented to the MOS within 10 business days. The time limits for Step 3 will begin on the day following receipt of the Fire Chief or Designee decision.

3. Step 3 – If the Dispute is not resolved at the Step 2 level, the MOS/Former MOS may file a written appeal to the City Manager with a copy to Human Resources, within 10 business days requesting a dispute resolution hearing. The time limits for Step 3 will begin on the day following the meeting with the Fire Chief or his Designee. The City Manager shall meet with the MOS/Former MOS and other personnel appropriate to resolve the dispute. The City Manager shall have 10 business days starting the day following the meeting to respond to the Dispute.
4. Step 4 – Formal Dispute Resolution Procedure: All disputes, as defined above, that have not been settled at Step 2 (or Step 3 if chosen by disputant) shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article. For the Dispute, the time limits for requesting arbitration will begin upon receipt, by the Disputant, of the Fire Chief's, Designee's, or City Manager's decision. All requests for arbitration shall be delivered to Human Resources. Once appealed, the Dispute must proceed as specified in the procedural steps listed below (Sections C.1-3 and D.1-11 below) until a final disposition is reached. All dispute resolution filings shall include the information listed below:
 - Name of the Affected MOS;
 - Department;
 - Job Title;
 - Disputed Action or Inaction;
 - Redress/Remedy Requested;
 - Name of the Representative; and
 - Article and Section of the Contract Violated.
5. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of a request for a formal dispute resolution hearing, the City and Association, jointly, shall contact the FMCS and request a panel of seven (7) arbitrators. An arbitrator shall be selected through the process of alternately striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name.
6. The arbitrator shall render their decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this agreement. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees or order the Governing Body to make an appropriation. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees and costs equally.
7. In the event that a party raises the issue of arbitrability, this issue shall be submitted to the arbitrator selected by the parties for resolution. In a final written decision, the arbitrator shall first address the issue of arbitrability; if there is a finding that the dispute is arbitral, then the arbitrator shall rule on the merits of the case.
8. The hearing will be scheduled upon assignment of an arbitrator to the case, and a decision requested to be rendered within thirty days of the hearing. This time limit may be extended by order of the arbitrator or by agreement of both parties.

C. Rules of Procedure

If the City fails to comply with the time limits, the Dispute shall be considered automatically appealed to the next level.

If the Disputant fails to comply with the time limits as set forth at any level, the dispute shall be considered resolved and not subject to further review.

With the mutual written consent of the parties, the time limits for a review of a dispute at any level may be extended for a reasonable time to allow for a fair review.

A Disputant may be accompanied, represented by a representative of their choice and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure.

No reprisal or retaliation by any party to the Dispute shall be taken against a Disputant or participant as a result of participation in the processing of a Dispute.

The steps laid out in this Article represent the complete dispute resolution procedure available to a covered MOS. A covered MOS, acting individually, may present a Dispute without the intervention of the Rio Rancho Firefighter's Association provided the Dispute has been processed in accordance with this Article. A covered MOS may not present a Dispute individually and then present the Dispute again with the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association will not be responsible or assume any liability for any individual who may present a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association may be asked to attend and participate in any Dispute meeting where an MOS presents a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Disputants may not reach a settlement that contravenes this agreement.

If a Dispute affects a group of two (2) or more covered MOS or involves an action or decision by the City that has a system wide impact, the Rio Rancho Firefighter's Association may submit the Dispute on behalf of the affected MOS. If the Rio Rancho Firefighter's Association does submit such a Dispute it shall do so at Step 2 of the procedural steps of the Dispute Resolution Procedure, within the time limits as described in Step 1.

The City will furnish the Rio Rancho Firefighter's Association, upon written request, specific information that is not privileged and that is relevant to the dispute, such as time sheets, disciplinary documents, performance evaluations, etc. The arbitrator shall decide any issue of privilege or relevance. All documents related to a dispute shall be maintained as a permanent file, unless the Disputants agree to purge the record as resolution to a dispute.

Any meeting of the Dispute Resolution Procedure shall be held during normal business hours or at a time that is mutually agreed upon by the parties. Time in attendance at said meeting will be considered as time worked, except that a Disputant's time may be flexed to avoid the payment of overtime. This exception shall not apply to an authorized Association representative as set forth in Article 3. The current practice that treats time spent by MOS in internal investigation interviews as time worked for the purpose of overtime computation shall be maintained.

As a condition of employment, MOS who can offer relevant testimony will be required to appear as witnesses in dispute resolution procedures when requested by any of the Disputants and time in attendance will be considered as time worked.

The Public Employee Bargaining Act (PEBA) requires the parties to negotiate a grievance procedure culminating in final arbitration for all issues arising under this contract or any other terms and conditions of employment. The parties recognize this dispute resolution procedure is the only procedure available to employees covered by this agreement and is the exclusive remedy for the settlement of disputes pertaining to employment terms and conditions and related personnel matters pursuant to PEBA. Nothing in this section shall preclude the City or the Association from filing a prohibited practice with the Public Employee Relations Board.

ARTICLE 11

NON-ARBITRABLE COMPLAINTS

A. Definitions

1. Complaint – an appeal by a MOS of a verbal counseling, written warning, written reprimand, or performance evaluation. Said complaint is not subject to arbitration as set forth in Article 10; and shall be submitted and resolved according to the complaint procedure set forth below.
2. Complainant or affected MOS – a covered MOS, a group of covered MOS, or the Association.
3. Business Day – a normal business day when City offices are open to the public and shall not include City observed holidays or other times when the City offices are not open for public business.
4. Time Limits – ten business days, or as otherwise mutually agreed to in writing by the City and the Rio Rancho Firefighter's Association or MOS.

B. Format

Any written complaint shall include the following:

- Department
- Job Title
- Disputed action or inaction
- Redress/remedy requested
- Name of the Representative

C. Procedure

1. Step 1 – The affected MOS shall discuss the complaint with the supervisor who initiated the complaint. This supervisor shall not consider a complaint unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action that precipitated the complaint. The purpose for the MOS putting the complaint into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the Complainant is unable to resolve the complaint, said complaint shall proceed to Step 2. The decision by the supervisor shall be provided in written form to the MOS. The time limits for Step 2 will begin the day after the supervisor provides written decision.
2. Step 2 – The affected MOS shall discuss the complaint with the Fire Chief or Designee. The content of the meeting including the decision shall be provided in writing to the Complainant within 10 business days. A non-arbitral complaint shall be deemed resolved upon the decision of the Fire Chief.
3. Step 3 – If there is a perceived abuse of authority and/or upon extraordinary circumstances, the City Manager may review the dispute after the Fire Chief or Designee renders a decision.

ARTICLE 12

LEGAL PROTECTION

- A. If an MOS be sued in a civil action for any allegation arising from the course and scope of their employment, the City shall defend and indemnify that MOS pursuant to the requirements of the New Mexico Tort Claims Act NMSA 1978 to 41-4-30 (as amended), and the New Mexico Civil Rights Act, NMSA 1978 §§ 41-4A-1 to 41-4A-13 (as amended).
- B. The City shall not defend an employee who is a defendant in a criminal prosecution or a suspect in a criminal investigation.
- C. In the event an MOS is named personally in a civil lawsuit which entails potentially punitive damages, and the MOS is not personally served with the summons and complaint, the City shall notify the MOS, in writing, personally within five days of the receipt of the summons and the complaint by the City Clerk's Office, sot that the MOS will be notified of potential litigation exposure to punitive damages.
- D. If a New Mexico District Court judge or jury awards punitive damages, in a judgment against an MOS in a lawsuit naming or including the City specifically as a Respondent and, the MOS was acting fully within the course and scope of employment, the City agrees to file an appeal against that judgment.
- E. For the purpose of this section and agreement, the phrase "fully within the course and scope of employment" means the lawful actions and conduct which an MOS is requested, required, or authorized to perform by the City and shall not include or entail any unlawful, improper, or illegal action or conduct.
- F. Nothing herein shall have any effect on the appropriate application of any dispute under the New Mexico Tort Claims Act (§41-4-1,et.seq., NMSA 1978).

ARTICLE 13
PROMOTIONS AND TRANSFERS

The Department shall follow Rules and Regulations 10 for Promotions and Transfer.

The parties agree that the City Work Rules and the Department Rules and Regulations 10 specifically related to promotions and transfers are conditions of employment. The Fire Chief will notify the Association President of any changes to the Rules and Regulations related to transfers and promotions prior to implementing the changes. If the Association has an issue(s) with the changes in the Rules and Regulations specifically related to promotions and transfers, the President will respond within seven (7) business days. The Fire Chief and the Association President will come to an agreement over the proposed changes.

No Rules and Regulations changes occurring within 90 days of testing shall be used for testing purposes.

ARTICLE 14

REHIRE PROCESS

A member who has separated from the Fire Rescue Department and is eligible for rehire as determined by HR, may be eligible to return, without undergoing the Department's selection process, only when the MOS has requested consideration and is re-employed within one year of the date of separation, or as otherwise stated in this article. Upon return of MOS within one year, MOS may be eligible for promotional process after successful completion of probationary year.

Any member who separates from the Fire Rescue Department shall lose all seniority gained prior to their separation in the event the MOS is re-hired. Pay will be based on current Pay scale per Article 30.

ARTICLE 15

FIT FOR DUTY ASSESSMENT PROGRAM

A. Wellness and Fitness

The department will develop a Wellness and Fitness program consistent with the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. This program shall be named Fit-for-Duty Assessment and is provided to promote overall wellbeing and required fitness standards of membership. The Fit-for-Duty Assessment Program shall consist of three parts:

1. Overall Medical Status, to include mandatory medical evaluation, mandatory physical fitness evaluation (WFI), laboratory screening, and review of medical records by certified/licensed physician.
2. Optional annual mental health visit.
3. Voluntary physical fitness assessment (Cooper's Institute Standard Evaluation).

MOS shall be required to have an annual medical evaluation based on NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments and OSHA firefighter standards, as well as participate in a physical agility test once per year as a condition of continued employment. Upon mutual agreement, Association representatives and the City shall promulgate a physical fitness program for all MOS. The Association President shall provide, as needed, a written referral for all non-association members who require attendance in training to administer the WFI assessments noted below.

The goal of the fit-for-duty standard is to encourage and protect the health and wellness of all MOS throughout their career. Fit-for-Duty should deliver a progressive model of preventive and occupational health care service programs for membership. Utilizing the fitness and agility evaluation and a review of the medical records by the Department Physician, the MOS shall be given a Tier Assignment. In order to provide an objective Tier Assignment, the Fire Department Physician will use the following criteria:

Physical Examination, Body Composition, Laboratory Analysis, Vision/Hearing/Pulmonary Evaluation, Aerobic/Cardiovascular evaluation and Cancer Screenings.

Aerobic/Cardiovascular evaluation will be measured, and data collected, by using the five components of fitness: Body Composition, Aerobic Capacity, Speed and Power, Muscular Strength and Endurance, and Mobility, and Flexibility.

Body Composition- waist and hip circumference. Aerobic Capacity- WFI Treadmill. Speed and Power- Vertical Jump. Muscular Strength and Endurance- Push-up, Horizontal Pull-up, and Side Plank. Mobility and Flexibility- Straight Leg Raise and Shoulder Reach.

This program shall include a baseline fitness evaluation, individual fitness and training goals, and re-evaluation as needed by the Fitness Team. Department standards and requirements will be reviewed with each renewal of this contract.

The assignments shall be as following and carry these parameters:

1. Tier I – No action
2. Tier II – Recommendations by either the physician or a trainer on lifestyle changes, diet & exercise recommendations, or primary care or specialty physician follow up.
3. Tier III – Same as Tier II, plus mandatory Physical Fitness Improvement Plan (as stated in RRFR Rules and Regulations #35). This will include mandatory/scheduled exercise time with

a Peer Fitness Trainer (PFT) and arranging for a 12-week Nutritionist/ Dietician program, paid for by the City, and coordinated with the department Physician and Fitness Team.

4. Tier IV – Same as Tier III, plus administrative removal from active duty and placed on light duty

During the PIP, the MOS will choose one of the department's PFT to work with them. If issues occur (personal conflicts, communication difficulties, etc.) then a PFT may be assigned to the MOS by department physician and fitness team. The goal is to not incur overtime for the MOS by having them perform mandatory fitness workouts during their normal shift hours; however, the PFT may submit an alternative plan to the Fire Chief for consideration on a case-by-case basis for approval of compensated mandatory fitness workout time.

The PFT will develop a program that the MOS will be required to adhere to and give an earnest effort. If the PFT determines that the MOS is not putting forth an effort, or the MOS refuses to participate, the PFT will meet and discuss the MOS's performance with the department physician, fitness team, and Supervisor. An Association Representative may attend if requested by MOS.

If the MOS is not showing improvement, but is putting forth an earnest effort, the PFT, department physician, fitness team, and Supervisor will meet with the MOS and develop a new fitness strategy to achieve the fitness goals with no discipline issued. An Association Representative may attend if requested by MOS.

The Department will allow appointed PFTs a collective 12 hours a month to aid MOS with workout programs and diet consultation. All MOS will be allowed 1.5 hours of physical fitness training per 48-hour shift (administrative personnel will be allowed 45-minutes per duty day). Workout times will be scheduled by the MOS' immediate supervisor and be dependent on and consideration of calls for service and other job-related commitments and appointments.

B. Mental Health

The city recognizes that from time-to-time MOS experience personal problems that can affect their job performance. Accordingly, the City shall maintain the Employee Assistance Program, in-house occupational medical program, and behavioral health support program. These Programs are designed to assist MOS with personal issues in a confidential nature. At the discretion of the MOS, they may voluntarily submit to counseling and remain anonymous.

All MOS will be allowed the opportunity to voluntarily participate in an annual visit with the Department's contracted Employee Assistance Program (EAP) to help develop a relationship with mental health providers and assist with the maintenance of the MOS' behavioral health and stress reduction. The visits shall be scheduled by the MOS on an off-duty day and shall be compensated for 2 hours of time for the visit. MOS will also have access to the services of EAP at any time if more urgent mental health matters arise.

If the City observes a decline in an MOS's job performance and has a reasonable suspicion that it is due to emotional or physical problems, the City may order a Fit-for-Duty Evaluation (which differs from the Fit-for-Duty Assessment and includes mandatory evaluation of an MOS ability to perform all essential job functions).

C. Cooper's Institute Standard Evaluation for Incentive

MOS may voluntarily participate in the Cooper's Institute standards. MOS shall be tested on all maximal tests for:

1-repetition bench press; 1-min sit-ups; 1-min standard push-ups; sit-and-reach; 1.5-mile run (the 1-mile walk may be substituted for the 1 ½ mile run at MOS discretion).

MOS shall only be tested once in a twelve-month period unless MOS are unable to test in the prior year due to a documented medical condition or military activation (as noted below in Paragraph #3 approved by the Department and HR). The testing process will be held once per fiscal year in August. MOS who cannot test due to a temporary assignment, illness, injury, medical condition, or Military activation will test at a later date. The MOS shall provide documentation from a physician, or Military Orders. The date of the test shall be no more than 90-days after release to full duty to allow MOS ample time to prepare for the testing.

Exceptions to the 90 days shall be made outside the Coopers' testing window in these cases.

As an incentive to maintain high standards of fitness and wellness, MOS shall receive physical fitness incentive pay as a once annual bonus pay-out at their current rate of pay or the MOS may elect to receive the hours as compensatory time. These hours do not count towards overtime or PERA.

1. Those who attain an average score of 90% or better on the annual Cooper's Test shall receive a maximum of 100 hours of compensatory time, or a once annual bonus pay-out not to exceed \$2,750.00;
2. Those who attain an average score of 87% but lower than 90% on the annual Cooper's Test shall receive a maximum of 20 hours of compensatory time, or a once annual bonus pay-out not to exceed \$550.00;
3. Those who attain an average score of 80%, but lower than 87% on the annual Cooper's Test shall receive a maximum of 10 hours of compensatory time, or a once annual bonus pay-out not to exceed \$275.00.

Provided the MOS performs at the above-mentioned fitness levels during their annual evaluation, the 100/20/10 hours of compensation shall be given in one lump sum or accrued compensatory time, as requested by the MOS, on the first full pay period encompassing September dates. If the MOS tests at a later date, due to a temporary assignment, illness, injury, medical condition, or Military activation, then the incentive pay-out will be given on the next available pay period following completion of the test.

ARTICLE 16

INJURIES

In the event that a member is injured during a job-related activity the city shall provide benefits to the member in accordance with local, State and Federal laws. Nothing in this agreement is intended to make the Association, its officers or members liable for work connected injuries, disabilities or diseases which may be incurred.

An MOS with a medical restriction due to an on-duty injury shall not be discriminated against and every effort will be made to provide a limited-duty assignment which the MOS can perform in accordance with RRFR Rules & Regulations 17.

The City shall provide full regular pay to MOS injured on the job for the entire seven day waiting period, as described under the New Mexico Workers' Compensation Act, until the commencement of temporary, total, partial, disability or the MOS's return to work, whichever is earlier. This pay will be provided without deductions from the MOS's accrued leave. If the MOS is disabled for more than thirty days and payment for the waiting period is made by the City's workers' compensation insurer, then the MOS will surrender that check to the City as reimbursement for the previous payment.

In addition to FMLA (if the MOS qualifies), which provides up to 12 weeks of job protection due to a serious medical condition per rolling calendar year, MOS who incur a compensable injury under Workers' Compensation, will be afforded up to an additional 24 weeks of job protected leave during the same rolling calendar year. If at any time during the additional protected leave, an MOS is medically diagnosed to have a permanent illness or condition that prevents them from performing all essential job functions, with or without reasonable accommodation, and in line with NFPA 1582 standards, the City reserves the right to medically separate the MOS before the additional leave is exhausted.

For MOS injured off-duty, City Personnel Policies and Work Rules, in addition to RRFR Rules and Regulations provide information and requirements pertaining to applicable leave and benefits.

ARTICLE 17 INOCULATION AND IMMUNIZATION

The Fire Dept. Physician requires that all MOS obtain titers*/immunizations for the infectious diseases listed below as part of their Occupational Medicine/ Fit for Duty screening. All required titers*/immunizations will be provided by the Department:

<u>Disease</u>	<u>Titer* Frequency</u>	<u>Notes</u>
Hepatitis A (HTR Team members only)	Once	May substitute documentation of completed 2-shot vaccination series
Hepatitis B	Once	May substitute documentation of completed 3-shot vaccination series
Hepatitis C	5 Years	No immunization available
Human Immunodeficiency Virus (HIV)	5 Years	No immunization available
Measles (Rubeola)	Once	May substitute documentation of MMR vaccination
Varicella (Chicken Pox / Shingles)	Once	May substitute documentation of Varicella vaccination
TDaP (Tetanus / Diphtheria / Pertussis)	None	May substitute documentation of TDaP vaccination in past 10 years
Influenza	None	Annual vaccination required
Tuberculosis	Annual skin test required	MOS who decline testing or have a previous positive test may obtain a chest X-ray or blood test in lieu of the skin test

* A titer is a laboratory test of blood or serum which establishes your body's immunity to a specific disease

Please note that the above tests may not substitute for testing following an exposure incident.

An MOS may elect to sign a declination statement in place of receiving any vaccination and/or TB skin test, but they must understand that this may result in the Workman's Comp Admin / City / Department refusing to provide treatment or disability compensation if they are infected on the job.

If an MOS is exposed to a contagious disease or hazardous material while performing their duty, such exposure must be documented by the MOS and the first line supervisor. In such events, the City agrees to pay the expense for inoculation, immunization and health care.

ARTICLE 18

ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE

The City and Association recognize that MOS are considered “safety sensitive” and that drug use by employees would be a threat to public welfare and the safety of the department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted while an employee is on duty.

Informing Employees about Drug and Alcohol testing: All employees shall be informed of the City’s drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. The City will inform employees on how the tests are conducted and the consequences of testing positive for drug use. When MOS are subject to testing, they will be required to sign a consent and release form.

Employees are encouraged to self-refer for assistance with addiction or dependence problems prior to any testing. Because the City adheres to a strict zero tolerance policy for positive drug or alcohol tests, MOS are encouraged to seek confidential assistance and support if they feel they have a problem with drugs or alcohol through available resources provided by the City, Department, and/ or Association before being selected for testing. MOS who submit verified positive tests, or MOS who refuse testing shall be subject to the process of termination (per Article 9). Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City. The city will provide treatment for alcoholism and/or drug abuse. Members will have the opportunity to request treatment location they desire. The City shall bear the cost of all drug and alcohol tests, including a retest of the original sample, should the concerned member contest the results of the initial analysis, except for testing as a result of a referral to treatment outlined by a substance abuse professional. If a follow up test is requested by a substance abuse professional, the MOS shall bear the cost for the follow up. Unless otherwise modified in this agreement by the City and Association, testing for alcohol levels shall follow City policy. However, the City and Association agree to discuss alternative confirmation testing options for alcohol screening following a positive BAT if viable testing options become available in the future.

The Department may also conduct random testing of MOS on a Department-wide random basis for the purpose of detecting the possible use of illegal drugs. The City shall also provide testing of MOS that are involved in an on-duty vehicle crash consistent with City policy or at the request of the MOS.

All above tests will follow Department of Transportation (DOT) regulations, which currently require testing for the following five drug classes: Marijuana, Cocaine, Opiates/Opioids (Opium and Codeine derivatives), Amphetamines and Methamphetamines, Phencyclidine (PCP). The Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions of drug and alcohol testing.

ARTICLE 19 UNIFORMS

A. Uniform and Equipment Standards

Eligible MOS shall be responsible to maintain minimum uniform and equipment standards, to include quantity and appearance, as established in writing by the Fire Chief. Standards shall include that MOS maintain their uniform appearance to Department specifications to include proper fit, wear and tear, cleanliness and style. Administrative corrective action may be initiated for lack of compliance. MOS shall maintain a complete set of related minor equipment for their specific assignment. MOS are responsible for the replacement of lost minor equipment and uniform items. If the Department establishes standards as to make, model, material, etc. of uniforms, a copy of such standards shall be supplied to the Association.

B. Boot Allowance

The City will provide one pair of boots for each MOS every two years, which are chosen by each MOS, and must meet Department Standards per Rules and Regulations 20. Once every-other fiscal year on a rotating basis, the City will reimburse MOS up to \$365 when presented with a receipt for boots purchased. If during the two-year period the boots become unusable or unsafe due to disrepair because of performance of duties, the City will replace the boots.

C. Uniform Ownership

Any uniforms or equipment items purchased by an MOS shall remain the property of the MOS upon separation from employment or as indicated by a specific uniform and equipment contract. If the Department changes any patch design or badge, the Department shall pay for the cost of affected uniform changes. Any items not specifically listed as provided by the Department, shall be considered to be the responsibility of the MOS to provide. Upon promotion and retirement, MOS will receive their badge, helmet and brass earned.

Uniform and Equipment to be provided by the Department:

1. Radios – mobile and portable
2. Firefighting Personal Protective Equipment (PPE) and uniforms, (bunker gear to include leather bunker boots)
3. Uniform brass items (collar insignia, badges)
4. Fire/Rescue shoulder patch, breast badge, and supervisory insignias
5. Specialty award pins
6. Protective eyewear
7. HazMat protective suit and related items
8. Medical gloves, spit shields and sharps containers
9. Reflective safety vest
10. Carry-all for structural Personal Protective Equipment (PPE)

ARTICLE 20

DAMAGED, LOST OR STOLEN PROPERTY

A. Uniforms and Equipment

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

1. Personally Owned Items

Personally owned items that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items were clearly damaged while MOS was engaged in the performance of duty and there was no negligence on the part of the MOS or, if the MOS was negligent, the contributory negligence was less than other contributing factors. Personally owned items that may be reimbursed for damage are: prescription eyeglasses, fire/extrication gloves, flashlights, multi-tools, knives, athletic shoes, or other items that are mutually agreed upon by the City and the Association as determined on a case-by-case basis not to exceed \$250 per item. This section is not intended to be used to replace old, worn out items.

2. Procedures

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

ARTICLE 21

ACCIDENTS

The Department shall follow the Standard Operating Guidelines and Rules and Regulations for the Accident review process. The parties agree that the City Work Rules and the Department Rules and Regulations 14 specifically related to accidents are conditions of employment. The Fire Chief will notify the Association President of any changes to the Rules and Regulations related to accident prior to implementing the changes. If the Association has an issue(s) with the changes to the Rules and Regulations specifically related to accidents, the President will respond within seven (7) business days. The Fire Chief and the Association President will come to an agreement over the proposed changes.

ARTICLE 22
FUNERAL AND BURIAL EXPENSES

The City agrees to pay a one-time payment of fifteen thousand dollars (\$15,000.00) to the surviving family of any employee killed in the line of duty, to defray the cost of funeral/burial expenses and counseling. The arrangements and burial shall be of the deceased employee's family choosing.

ARTICLE 23
HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT

A. Health, Life and Dental

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

B. PERA

Fire Fighter/EMS – PERA Municipal Firefighter's Plan 5 with the 75% City contribution shall be retained.

ARTICLE 24

COURT TIME

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

When an MOS is required to appear during their regularly scheduled time off, they shall be paid at the appropriate overtime rate. MOS shall be guaranteed a minimum of two hours at the appropriate overtime rate per day for appearing at a trial(s), judicial conferences or hearing(s). The time will end at the conclusion of the trial/hearing plus actual travel time up to 30 minutes round-trip.

MOS shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the MOS. MOS shall not receive the two hours of overtime pay for time the MOS is held over in court concurrent with a regularly scheduled shift.

ARTICLE 25

SPECIAL COMMITTEES

The Department shall maintain special committees for the purpose of input and advice. Issues can include but are not limited to equipment, uniforms, radio and communications, Fire/EMS, safety, etc.

When the need arises, the Fire Chief shall appoint a special committee. The Fire Chief shall first appoint a chairperson who shall be responsible for the orderly operation and supervision of the committee. The Fire Chief shall also notify the Association President of the formation of the committee. The chairperson and/or the Fire Chief shall then select member(s) for the committee. The selection shall be based on education, training, skill, etc. The Association President shall select one member for the committee. The selection shall be based on education, training, skill, etc. Association participation on special committees shall not be considered a substitute for bargaining on those issues of mandatory bargaining. After researching, analyzing, and/or developing ideas, the special committee shall document its findings and submit a final recommendation to the Fire Chief. The final recommendation(s) must be agreed upon and signed by all members of the committee prior to submission to the Fire Chief.

ARTICLE 26
EXTRA DUTY AND CHIEF'S OVERTIME

- A. When available for public safety duties, the City shall offer extra duty work opportunities, only to Fire and Rescue MOS. The Department shall post a list of date(s) and time(s) soliciting qualified MOS. Offers of extra duty, or Chief's Overtime, shall be made to qualified MOS by rotating seniority. MOS shall not work Chief's Overtime when it compromises their regular scheduled work performance.
- B. When scheduling extra duty or Chief's Overtime MOS are given advance notice, via text message, and asked to participate in the specific event. However, at times entities require immediate or specific MOS. In this case, the Department may schedule MOS without adhering to these procedures.
- C. The rate of pay to an MOS for a Chief's Overtime assignment shall be \$45.00 or time-and-one-half, whichever is greater, for all Chief's Overtime (i.e. events contracted with the City for EMS/ Fire coverage).
- D. Time spent preparing equipment for Chief's Overtime shall be compensated at regular overtime rates, if applicable. If Chief's Overtime rates change within the Rio Rancho Police Department, the City shall notify the RRFA President.

ARTICLE 27

ASSOCIATION AND CITY COMMUNICATIONS

Access by Non-Employee Association Representatives – Upon authorization by the Fire Chief, non-employee Association representatives will be given access to work locations during work hours to investigate and process disputes or post bulletins on the bulletin board(s) without unreasonable interference with MOS work. The Association shall give the Fire Chief a written list of such authorized Association representatives. Only those people whose names appear on the current list shall be granted access under this provision. The Department may conduct a background investigation, and as a result, may deny the Association's request. Authorization by the Fire Chief shall not be unreasonably withheld.

- A. Access to Recruits – The City shall give each recruit information on Association benefits and/or have an Association representative meet with recruits during their orientation with the City.
- B. Access to City Information – The City shall make available to the Association upon its reasonable request any non-privileged information, statistics and records in the City's possession, which are relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
 - 1. When requesting information, the Association shall complete the necessary documentation and forward its request to the City Clerk's Office.
 - 2. The Association agrees to pay the cost incurred in the compilation of information they request, if applicable.
 - 3. The City agrees to furnish the Association one copy of all future amendments and revisions to SOP and City Policy.
- C. Access to City Communication System – The City's interdepartmental messenger service, including City e-mail, may be used for individual business-oriented communication between MOS who are represented by the Association and between the paid staff of the Association and such MOS, provided that paid staff of the Association shall pick-up and deliver all written communications outside the City's normal distribution route. The Association understands the continuance or discontinuance of the interdepartmental messenger service is a matter within sole discretion of the City, and the Association agrees to abide by the rules and regulations of the City system.
- D. Bulletin Board – The Department shall provide spaces at each of the Department stations for the Association to post notices. Barring emergency circumstances, these notice spaces shall be clearly visible and accessible to all MOS.
 - 1. Should the Association decide to utilize any of these spaces, the Association shall provide a bulletin board, including any and all parts thereof, to extend no larger than the space provided. City personnel shall handle installation of the board(s).
 - 2. The Department shall provide the Association with one (3'x4') wall space at each Department substation.
 - 3. The bulletin board may be used for the posting of recreation and social affairs of the Association, Association meetings, Association elections, reports of Association committees, Association newsletters, reports of Association meetings, rulings or policies of the state or national associations, legislative enactments and judicial decisions affecting public employee labor relations.

4. The bulletin board may not be used by the Association for the posting of political statements; campaign material; material that can adversely affect City employees or material that is derogatory or inflammatory regarding City employees, elected officials or appointed officials. In the event that there is a dispute as to posted material, the material shall be immediately removed from the bulletin board. The dispute shall be resolved through the Dispute Resolution Procedure.
- E. Special Conferences – The Department and Association may confer upon matters of mutual concern. These conferences may be requested by either the Association President or Fire Chief and shall be governed by the following:
1. The conference should take place within five business days after requested, unless otherwise agreed.
 2. The Fire Chief shall establish the conference place, time and day.

ARTICLE 28
CITY / DEPARTMENT POLICIES AND WORK RULES

The parties acknowledge the necessity to modify Department Rules and Regulations, from time to time as needs dictate. Nothing in this agreement shall be construed to prevent the Department from making such changes, consistent with this agreement. The Association shall appoint a representative to represent the members' interests on a policy review committee prior to the enactment of such changes. The City agrees to provide, upon request, the Association's representative with resource materials, studies or data relating to the merits of the proposed change prior to any meeting with the City.

All conditions or provisions of City Policies and Work Rules or Rules and Regulations beneficial to employees, or which affect wages, hours or working conditions, now in effect which are not specifically provided for in this agreement or which have not been replaced by sections of this agreement shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Association.

The City agrees to furnish the Association with notice of the City's intention to make changes in City or department policies and procedures that would affect the working conditions of employees. If the Association does not respond within seven (7) business days of the receipt of such notice, the City may assume that the Association does not wish to meet and confer over such changes.

This section does not limit the Fire Chief from publishing Rules and Regulations interpretive memorandum.

ARTICLE 29

SHIFT BID

The Fire/EMS Divisions, other than 40 hour a week MOS assigned to Fire Prevention, shall bid every two years. Bid date and time will be announced at least two (2) weeks in advance. Generally bidding will occur the first week of December. The bid effective date shall take effect the first Sunday of the first full pay period in January of each even numbered year.

A. Bidding Procedure

The bidding shall be based first on the Promotional seniority date then by Department seniority if there is no Promotional date or if Promotional date is the same.

The bidding shall be specific to shift and station.

The bidding order shall be (1) Captain, (2) Lieutenant, (3) Engineer, (4) Fire Medic, (5) Firefighter/ EMT.

All MOS Bidding will be available in person, by phone, or by proxy (in writing). If MOS elects to bid by proxy they must provide at minimum three (3) alternate choices. Once contacted MOS will have no more than ten (10) minutes to place bid. If no response in allotted ten minutes, MOS will be moved to the bottom of Bid list, and placed in an appropriate open position. Exceptions to this are MOS on Duty. Accommodations will be made to ensure participation in bidding process.

There shall be an equal allotment of Fire Medics per squad for the Fire/EMS Divisions whenever possible, and Fire Medics shall bid for paramedic positions only, unless there are more Fire Medics available to bid than are allotted Fire Medic positions. In this case, FF/EMT (non-paramedic) positions may be filled by Fire Medics based on Department seniority. Once it is determined that the remainder of Fire Medics left to bid are the needed number to fill Fire Medics positions, no more Fire Medics will be allowed to bid FF/EMT (non-Paramedic) positions.

The bidding process may be amended upon mutual consent of the Fire Chief and the Rio Rancho Firefighters Association President.

Upon mutual agreement between the Fire Chief and the Rio Rancho Firefighters Association, there may be exceptions to the bid positions due to a legitimate and temporary hardship, and as such, these positions may become non-biddable.

B. Administrative Personnel Bidding

MOS who bid to an administrative position, shall bid every four years.

Bidding for these positions shall be by Promotional seniority.

If no Captains bid to the administrative positions, then the least senior Captain shall be assigned to the administrative position and the least senior Paramedic Captain shall be assigned to the EMS Captain position.

MOS assigned to these positions will have right of first refusal to return to an Operational position(s) if one later opens.

MOS assigned to these positions shall have a flexible schedule available through their supervisor.

C. Post Bid Procedures

After shift bids have been completed and MOS have been assigned shifts, any MOS who transfers from another shift at that MOS's request may not bump another MOS from their shift on the basis of seniority.

If an MOS is transferred at the Department's initiative, the MOS may bump on the basis of

seniority, providing such transfer was not disciplinary in nature. Other MOS affected by this bumping may, in turn, bump others based on seniority.

Should a position become available on a shift after the shift bidding has taken place, the position may be filled by assignment, offered to MOS according to seniority or left vacant according to the needs of the Department.

For the purpose of providing, maintaining and securing the public safety needs to the citizens of our community, the Department shall maintain appropriate and reasonable staffing levels of public safety personnel. Staffing levels shall be authorized by the Fire Chief and established for the EMS/Fire Department. The Department will furnish written notice to the Rio Rancho Firefighter's Association President of such staffing levels.

ARTICLE 30 COMPENSATION

The City Policies and Work Rules, Chapter 5, shall be recognized pertaining to compensation except that the salary range herein, to include the minimum and maximum, shall be adopted. There are two separate wage scales; 1) Fire Operations (2912 schedule), 2) Fire Administration (2080 schedule).

A. Career Progression Model

Position	Classification Tenure (Minimum)	Pay Rate	
FF/Cadet 2080 schedule	< 1 year	EMT-B	\$18.55
		A-EMT	\$19.04
		EMT-P	\$20.97
FF/Probationary 2912 schedule	< 1 year	EMT-B	\$14.58
		A-EMT	\$15.32
		EMT-P	\$16.88
Firefighter I (<i>Entry Level</i>) 2912 schedule	Following successful passing of probation	EMT-B	\$17.71
		+7% A-EMT	\$18.95
Firefighter II (<i>Mid-Level</i>) 2912 schedule	3 years completed in Firefighter I Classification	EMT-B	\$19.20
		+7% A-EMT	\$20.53
Firefighter III (<i>Senior</i>) 2912 schedule	5 years completed in Firefighter II Classification	EMT-B	\$21.27
		+7% A-EMT	\$22.76
Fire Medic I (<i>Entry Level</i>) 2912 schedule	Upon Promotion/ entry into Paramedic Classification		\$23.30
Fire Medic II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Paramedic I Classification		\$24.47
Fire Medic III (<i>Senior</i>) 2912 schedule	3 years completed in Paramedic II Classification		\$25.69
Engineer I (<i>Entry Level</i>) 2912 schedule	Upon Promotion/ entry into Engineer Classification	EMT-B	\$21.70
		A-EMT	\$22.93
		EMT-P	\$23.30
Engineer II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Engineer I Classification	EMT-B	\$23.00
		A-EMT	\$23.64
		EMT-P	\$24.47
Engineer III (<i>Senior</i>) 2912 schedule	3 years completed in Engineer II Classification	EMT-B	\$24.48
		A-EMT	\$25.06
		EMT-P	\$25.69
Fire Inspector I (<i>Entry Level</i>) 2080 Schedule	Upon promotion/ entry into Fire Inspector Classification	EMT-B	\$31.19
		A-EMT	\$32.97
		EMT-P	\$33.49

Fire Inspector II (<i>Mid-Level</i>) 2080 Schedule	4 years completed in Inspector I Classification	EMT-B \$33.06 A-EMT \$33.99 EMT-P \$35.18
Fire Inspector III (<i>Senior</i>) 2080 Schedule	3 years completed in Inspector II Classification	EMT-B \$35.18 A-EMT \$36.03 EMT-P \$36.93
Lieutenant	N/A	<i>Per current MOU – Lt. positions will receive a 5% increase above their current pay rate. If they demote, the 5% will be deducted from their current Lt. pay</i>
Captain I (<i>Entry Level</i>) 2912 schedule	Upon promotion/ entry into Captain Classification	EMT-B \$27.17 A-EMT \$27.82 EMT-P \$28.52
Captain II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Captain I Classification	EMT-B \$28.31 A-EMT \$28.99 EMT-P \$29.71
Captain III (<i>Senior</i>) 2912 schedule	3 years completed in Captain II Classification	EMT-B \$29.50 A-EMT \$30.21 EMT-P \$30.96

A comprehensive description of the career progression plan including minimum qualifications, training, and education, in addition to performance requirements and information beyond the scope of the bargaining unit will be set forth in RRFR Rules and Regulations.

Upon ratification of this CBA, all Firefighters holding a paramedic license will be placed into the respective Fire Medic tier based on their placement in the Firefighter progression model. Meaning, a Firefighter II- Paramedic will be placed in the Fire Medic II tier. MOS who are due to graduate paramedic school in 2024 will be grandfathered into the respective Paramedic tier corresponding with their Firefighter tier ranking upon graduation. For example, an MOS who is a Firefighter II while attending paramedic school will promote to Paramedic II classification upon graduation. Any future paramedic school graduates will start at the beginning of paramedic progression (Paramedic I) regardless of what Firefighter tier they hold at the time of CBA ratification.

If an MOS laterally transfers between Paramedic, Engineer, and Fire Inspector, classifications, the MOS shall retain tier compensation equivalent to their progression in the respective tier structure but shall start at the bottom of the seniority list for bidding purposes.

B. Temporary Upgrades

MOS who are temporarily upgraded (less than 28 consecutive days) to a position in which they are qualified, are eligible to receive a temporary stipend in the form and the amount of an additional two dollars (\$2.00) per hour for each hour worked serving in the capacity of the upgraded position.

MOS who are temporarily upgraded for 28 consecutive days or more to a position in which they are qualified, will be moved to the starting pay classification for that rank for the duration of the temporary upgrade and will forego the \$2.00 upgrade. Upon conclusion of the temporary assignment, the MOS will return to their original classification and the respective rate of pay.

C. Demotions

MOS who voluntarily or involuntarily step down one or more grades will revert to the previously held grade and pay, if such position is vacant. Any salary increase percentages received while acting in the higher capacity will be added to the previous pay rate. If the position previously held by an MOS is no longer vacant upon demotion, the MOS shall be placed in the Firefighter or Fire Medic classification, based on licensure and department seniority and will be placed at the top of the promotional list.

D. Subsequent Contract Years

The City shall meet with the Association no later than April 1st of each year, to discuss the next fiscal year's budget and the availability of funds, if any, for base pay increases.

E. PERA Enhancement Pay

MOS within five years of PERA retirement eligibility, and having completed 15 total years of service (at least 10 of which must have been consecutive years of employment) in the department, shall receive PERA Enhancement Pay according to the following schedule:

Tier 1, Municipal Fire Plan 5 –	After 15, 16 and 17 years	\$200/month
Tier 2, Municipal Fire Plan 5 –	After 20, 21 and 22 years	*\$92.31 per pay period
Tier 1, Municipal Fire Plan 5 –	After 18, 19 and 20 years	\$400/month
Tier 2, Municipal Fire Plan 5 –	After 23, 24 and 25 years	*\$184.62 per pay period
Tier 1, Municipal Fire Plan 5 –	After 21 years until retirement	\$500/month
Tier 2, Municipal Fire Plan 5 –	After 26 years until retirement	*\$230.77 per pay period

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

ARTICLE 31
AGREEMENT BETWEEN PARTIES

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

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

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

Economic Reopener – In recognition that the Governing Body must make an annual appropriation based upon available funds for each fiscal year, the parties agree to meet and discuss compensation by April 1 of each year for the subsequent fiscal year for the term of this contract.

Term of Agreement – This agreement shall be effective with the pay period beginning September 24, 2023 and remain in full force and effect until June 30, 2027. If the parties have not reached a new Agreement as of June 30, 2027, the existing contract will continue in full force and effect until replaced by a subsequent written agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2023.

Rio Rancho Firefighter's Association
IAFF Local #4877

Chris Mandeville, President
Rio Rancho Fire Firefighters Association,
I.A.F.F. Local # 4877

Date

City of Rio Rancho

Matthew Geisel, City Manager

Date

AGREEMENT

BETWEEN

THE CITY OF RIO RANCHO

AND

**RIO RANCHO FIREFIGHTER'S ASSOCIATION
IAFF Local 4877**



Effective: December 22, 2019 through July 1, 2023

PREAMBLE

THIS AGREEMENT is entered into this 22nd day of December, 2019, by and between the City of Rio Rancho, a municipal corporation of the State of New Mexico, hereinafter referred to as the "City", and the Rio Rancho Firefighter's Association hereinafter referred to as the "Association".

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

TABLE OF CONTENTS

ARTICLE	PAGE
1. RIGHTS	1
2. MEMBERSHIP	3
3. ALLOCATED MEETING TIME.....	4
4. WORK SCHEDULES AND PAY PERIOD	6
5. REGULAR OVERTIME AND COMPENSATORY TIME.....	8
6. TRAINING.....	9
7. HOLIDAY AND PTO PAY.....	11
8. SENIORITY.....	13
9. CORRECTIVE AND DISCIPLINARY ACTION.....	14
10. FORMAL DISPUTE RESOLUTION PROCEDURE.....	17
11. NON-ARBITRABLE COMPLAINTS	21
12. LEGAL PROTECTION.....	22
13. PROMOTIONS AND TRANSFERS	23
14. REHIRE PROCESS	24
15. FIT FOR DUTY ASSESSEMENT PROGRAM	25
16. INJURIES	28
17. INOCULATION AND IMMUNIZATION.....	29
18. ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE.....	30
19. UNIFORMS	31
20. DAMAGED, LOST OR STOLEN PROPERTY	32
21. ACCIDENTS	33
22. FUNERAL AND BURIAL EXPENSES	34
23. HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT	35
24. COURT TIME.....	36
25. SPECIAL COMMITTEES	37
26. EXTRA DUTY AND CHIEF'S OVERTIME	38
27. ASSOCIATION AND CITY COMMUNICATIONS	39
28. CITY / DEPARTMENT POLICIES AND WORK RULES	41
29. SHIFT BID	42
30. COMPENSATION	44
31. AGREEMENT BETWEEN PARTIES	46

ARTICLE 1 RIGHTS

Association Rights

The City recognizes the Rio Rancho Fire Fighter's Association as the exclusive bargaining unit for full-time paid, non-exempt Member of Service (MOS) of the City of Rio Rancho hired to perform various public safety duties with the Rio Rancho Fire and Rescue Department (Department) excluding those positions that are covered under other Collective Bargaining Agreements.

1. Inclusions – This Agreement specifically includes: Captains, Lieutenants, Firefighter's/EMTs, Fire Engineers, Fire Inspectors, EMS Specialists, and EMS Care Coordinator & Revenue Specialist employed by the Department. The Association may bargain for these MOS in negotiating wage rates, work hours, benefits, obligations and other conditions of employment.
2. Exclusions – This Agreement specifically excludes new hire probationary status, to include supervisory, managerial and confidential positions: Fire Chief, Deputy Chiefs, Battalion Chiefs, Fire Marshals, seasonal MOS, temporary MOS, contract MOS, part-time MOS and term MOS; and other such employment positions as the parties shall agree to be excluded under this Agreement.
3. Position Changes
 - a. When the City creates a new position within the Department that is not currently classified or changes the classification of a current position Human Resources shall notify the Association in writing.
 - b. The Association shall have the option to notify the City in writing within five working days after receipt of notification by the City in 3a, above, that it intends to re-open the agreement for the purpose of negotiating the impact of the new position or change in classification on the terms and conditions of this agreement. The City and Association shall thereafter re-open negotiations solely for such purpose. Failure of the Association to notify the City within this specified period shall constitute a waiver of the right to dispute the status.

City Rights

The City, in accordance with the applicable statutes, rules and regulations, except as expressly limited, altered or modified by provisions of this Agreement, or appendices hereto or subsequent modifications by written instrument signed by the parties, which written instrument shall specifically identify and refer to the particular ARTICLE and subsection of this Agreement addressed therein, subject to the parties' duty to meet and confer over mandatory subjects of bargaining, retains the exclusive right and authority to:

1. (a) maintain the efficiency of government operations entrusted to it by law; (b) determine the mission of City government; (c) determine the resources to be allocated to accomplish the mission and goals of the Department as a unit of City government; (d) determine the methods, means, and personnel by which its operations and the operation of the Department are to be conducted; (e) act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances and administrative regulations; (f) determine the location and operation of its facilities; (g) take all such actions necessary to maintain such service; and
2. (a) direct employees, establish and enforce reasonable rules and regulations governing the conduct and safety of its employees; (b) establish schedules and take other such actions necessary to carry out the functions entrusted to, or imposed upon, it and the Department by law; (c) hire, promote, transfer, assign, and retain employees in positions;

(d) suspend, demote, dismiss and otherwise discipline employees for just cause as defined by PEBA; (e) layoff or otherwise relieve employees from duty due to lack of appropriated funding; (f) determine qualifications for, select and hire supervisory personnel; (g) determine the qualifications for, select and hire new employees; (h) determine the qualifications and select employees for promotion and transfer; (i) determine the number and arrangement of work schedules, shifts and starting and stopping times thereof; (j) evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and (k) determine and implement all policies, procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement; and

3. To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; and
4. It is understood and agreed that the functions of management listed herein are not all inclusive and that all such rights, powers, or authority not otherwise relinquished in this Agreement shall be retained by the City.

ARTICLE 2 MEMBERSHIP

Association Dues

For each non-probationary MOS signed authorization, the City shall deduct from payroll distribution membership dues levied by the Association for twenty-four (24) pay periods each calendar year, concurrent with the same schedule by which the City deducts employees' health benefits.

The City shall make withdrawals of Association dues from MOS's wages without cost to the MOS or the Association. All Association dues shall be forwarded to the Association within ten days of withdrawal.

As applicable for any other non-bargaining MOS's signed authorization, the City shall deduct Association membership dues or as indicated any other dues for twenty-four (24) pay periods each calendar year, concurrent with the same schedule by which the City deducts employees' health benefits.

If MOS is later assigned outside of the Association, MOS shall notify the City of any change in membership dues deduction.

The Association shall pay for the defense of and hold the City harmless on any and all issues pertaining to Association dues.

Dues Suspended or Terminated

Upon signed authorization, when a member in good standing with the Association is in a non-pay status or when an MOS is called to active military duty for an entire pay period, no dues deduction shall be made. In any pay period, when net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this regard all other legal and required deductions shall have priority.

A member may terminate Association membership, by notifying the Association and the City of his/her intention by means of a signed cancellation, to be submitted to Human Resources. The member must give a minimum of ten days' notice to the City of such intention.

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

ARTICLE 3 ALLOCATED MEETING TIME

Association Negotiation Team

The Negotiations Team will be limited to five members. MOS on the team shall be compensated for attendance at scheduled negotiation meetings with the City. The Negotiations Team shall not be compensated for other negotiation time other than what is provided in this Agreement.

The City agrees not to transfer Negotiations Team members during the negotiation process except in cases of promotion, bid procedures, or mutual agreement.

Authorized Representatives Compensated Time

The City shall recognize the President, Vice President, Secretary, Treasurer, one Trustee and 7 Stewards. Authorized representatives shall be certified in writing to the City.

It is recognized that it will be necessary for Association activities to be carried on during working hours. Stewards shall be allowed to utilize on-duty time, not to exceed two hours per week per representative, for the processing of complaints and disputes. A steward shall not be allowed time off with pay to investigate his/her own grievance.

If an on duty steward is not available, or a conflict exists with an on duty steward, an off duty steward shall be compensated, not to exceed 2 hours per week, for the processing of complaints and disputes.

Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining the President and Vice President shall be allowed up to a cumulative total of thirty 30 (hours per pay period to administer provisions of this Agreement. Such time shall be recorded as Administrative Leave. This time shall not accumulate on a quarterly basis. Any hours compensated for administration of provisions of this Agreement shall be paid as straight time and shall not be considered as time worked for FLSA purposes

Authorized representatives shall not be compensated for other Association business, other than what is provided in this contract, or for handling Association business, to include the processing of disputes, while off duty.

Authorized representatives shall accurately document all compensable Association time in the manner typically used for timekeeping purposes.

Including the hours allotted above and including time spent in negotiations and or in collective bargaining for any meeting called or agreed to by City with respect to business matters in connection with the relations between City and Union at which any representative of Union is required by 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 not be considered hours worked for purposes of calculating overtime compensation.

All hours allotted for use under this article shall only be for use within that pay period, and shall not accrue or be combined with other hours allowed during subsequent or previous pay period.

At the request of a recognized representative, the City will agree to release the on-duty MOS for a reasonable amount of time from the MOS's work duties for the investigation and processing of complaints and disputes, provided that such time does not appreciably interfere with the operations of the City. This work shall not be compensated beyond normal on-duty pay. The City shall not unreasonably deny these requests.

There are Association activities such as posting notices, etc. which only require negligible periods of time. Where such activities are reasonably to be performed during working hours, they may be done without loss of pay to the recognized representative involved, providing the activities do not

interfere with the operations of the City.

On-duty MOS shall be permitted to attend regularly scheduled, monthly Association meetings, provided that such time does not interfere with the operations of the City. Additional time for meals may be permitted provided that no calls for service are pending.

Upon at least one-month notification, the City shall allow Union designated members of the Association on special duty for the purpose of attending as official delegates, association's conventions or conferences to the extent that such special duty does not interfere with the operations of the City. However, the total time for all such leaves will not exceed one hundred ninety-two (192) hours per contract year.

ARTICLE 4 WORK SCHEDULES AND PAY PERIOD

Definitions

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

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

Fire Inspections/Administrative/EMS Training Division (40 hours per week)

1. Workday – MOS assigned to Fire Administration, Interfacility Transport, or Fire Prevention, shall work a schedule of 40 hours per work week.
2. Workweek – A normal scheduled workweek shall consist of either four or five days and total 40 hours, however, under Section 207(k) of the Fair Labor Standards Act, the City shall not be required to pay the overtime rate of pay (time and one half) for these MOS until such MOS has worked 40 hours. The work week will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
3. Work Shift – Changes to the MOS's schedule may be made with the written approval of the MOS and the supervisor, with notification to the Chief.
4. Pay Period – The pay period for a 40 hour a week MOS shall be two consecutive workweeks.
5. PTO Time – PTO scheduled, and approved, five days or more before the start of the shift (Scheduled PTO) shall count as time worked for the purposes of overtime. PTO requested less than five (5) days before the first day of the scheduled shift (unscheduled PTO) does not count as time worked for the purposes of overtime.
6. Employees will not be placed "On Call/ Stand-By" while on leave/ PTO.
7. FMO Division On Call/Stand-By – When an MOS is off duty but expected to be available to respond if paged out or recalled, MOS shall be compensated at (one) 1 hour of Compensatory Time per day. No more than one (1) comp time hour shall be allowed per day for the FMO Division (maximum of 365 hours each year for entire FMO Division). The Department shall assess the public safety needs, based on available staffing levels, occurrence of calls for service, and MOS shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the MOS' job description.

Fire/Rescue Department MOS working 48 hours on and 96 hours off schedule (48/96)

1. There will be three shifts: "A", "B", "C", which will have a similar complement of MOS assigned to each. Work Period (28 days)
 - a. The start time for the 48/96 hour work period will be 0700 hours and end 48 consecutive hours later.
 - b. MOS assigned to the Fire/Rescue Division, other than those assigned to administrative duties as indicated above, shall work a normal schedule of 48 consecutive hours then be off for 96 consecutive hours. This cycle will then repeat itself.
 - c. FLSA regulations state that the maximum work hours for straight time on a 28 day work period is 212 hours. After 212 hours, MOS shall be compensated at a rate of time and one half of their hourly rate.
 - d. MOS will be paid for actual hours worked during the work period. PTO time scheduled, and approved, five days or more before the start of the shift (Scheduled PTO) shall count as time worked. PTO requested less than five (5) days before the first day of the scheduled shift (unscheduled PTO) does not count as time worked.
 - e. There will be thirteen 28-day work periods per year. Each work period will consist of two pay periods, Pay Period Part 1 and Pay Period Part 2.
 1. Pay Period Part 1 will be paid as 106 hours straight time;
 2. Pay Period Part 2 will consist of the remaining FLSA hours worked. Hours worked over the FLSA threshold will be compensated at time and one half of MOS hourly rate. Any hours worked outside of the scheduled hours will be compensated as overtime at time and one half of MOS hourly rate.
2. Pay Period
 - a. The pay period for 48/96 MOS will be 14 consecutive days to begin on Sunday at 0700 and end 14 days later.
 - b. Holidays will officially begin at 0700 hours and continue for the next 24 hours.
 - c. When an MOS works Chief's OT and/or holidays, compensation for these hours will be paid during the Pay Period in which it occurs.
3. Benefit Time Usage: Benefit time, such as funeral leave, military leave, etc., may only be used to bring an MOS's time up to the time that they would have been normally scheduled to work in a 28 day work period.

PTO When Transferring Divisions

When an MOS transfers and their schedule changes (48/96 to 40 hour week, or 40 hour to 48/96), the following formula shall be applied to their accrued PTO balance:

$$(\text{Old Hourly Rate} \times \text{Old PTO Balance}) / (\text{New Hourly Rate}) = \text{New PTO Balance.}$$

If an MOS is promoted or demoted and their schedule changes (48/96 to 40-hour week, or 40 hour to 48/96) the MOS promotion/ demotion shall be reflected in the monetary value of any existing PTO balance prior to actual transfer.

When an MOS transfer discussed above involves a promotion or demotion, the Old Hourly Rate used in the formula above shall be replaced with the hourly rate in the current work schedule that would have been in effect if MOS had promoted on the same work schedule.

ARTICLE 5

REGULAR OVERTIME AND COMPENSATORY TIME

Fair Labor Standards Act (FLSA) – MOS under this Agreement shall be paid time and one half or permitted to accrue compensatory time in conformance with the FLSA for overtime hours worked.

Regular Overtime

Regular Overtime is compensable department work in excess of the time an MOS is normally scheduled to work in a single work period. The appropriate supervisor shall approve all regular overtime prior to an MOS performing the work.

MOS in the Fire/ Rescue Department rate of pay shall be at straight time for all normally scheduled hours of work under the FLSA threshold. Any hours over the FLSA threshold will be paid at time and one half. Any hours worked outside of the normally scheduled hours will be paid as overtime at the rate of time and one half.

Overtime shall be calculated by the workweek (40 hour a week MOS) or work period (48/96 MOS) as indicated above and Article 4. Any hours worked over the FLSA threshold will be considered overtime, except in the case of unscheduled PTO, as outlined in Article 4.

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

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

Procedures for Overtime and Recall for Firefighters/EMTs MOS

When minimum staffing is compromised and to ensure that MOS have an equal opportunity for overtime, MOS will be called to duty by the use of an overtime logbook. MOS shall be offered overtime on a rotating basis. The Association (Union) shall be authorized to inspect the logbook. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.

Compensatory Time

The MOS shall submit in writing their request to accumulate compensatory time in lieu of paid overtime and attach the document to their time sheet. This will remain in effect until a memorandum attached to the time sheet is submitted to the contrary.

MOS may use their accumulated compensatory time as time off with pay when approved by their supervisor according to department rules and regulations. However, time off shall not be approved when it unduly disrupts the normal operations of the City.

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.

MOS may submit requests for emergency compensatory payout at any time, justifying their requests. These situations are evaluated on a case-by-case basis, must be approved by the Fire Chief and HR Director, and are subject to the availability of funds.

ARTICLE 6 TRAINING

In-Service Training

The City shall provide in-service training for MOS designed to maintain the appropriate standard of performance and to increase MOS's skills. Authorizing mandatory attendance at training courses shall be the responsibility of the Fire Chief, or his/her designee. Decisions to authorize or deny attendance at training courses shall be based on one or more of the following:

1. The effect the absence of the MOS will have on the Department's operations and its ability to continue to provide the services and perform the functions for which it is responsible;
2. The relationship of the subject of the training to the function performed by the MOS in the Department, and the MOS's professional development;
3. Financing the request of the MOS that is in the best interest of the Department and the City.

Approved training time shall be considered as time worked and be compensated. The City shall provide basic, remedial, refresher training, and all continuing education to MOS in the Department at the City's expense if it is required as a condition of employment to maintain basic certification standards and licenses, or required to perform on a specialty team.

Optional Training

MOS must present an application for training through their chain-of-command within 45 calendar days of the scheduled training dates. Approval of the training must include the following considerations:

1. Potential budgetary impact to Department and City;
2. Availability of staffing on the day/days of the training to cover MOS' duty (if applicable);
3. Affect that training will have on Department operations during the MOS' absence from duty;
4. If the training will have a direct benefit to the Department, the City, and the MOS.

The Department shall respond to an MOS's request to attend training within 30 calendar days of the scheduled training dates.

Additionally, the Training Division shall schedule and post training activities. Training may occur as direct delivery in classroom, on drill field or on location, distance via web-based system or off-site. There are three ways training expenses might be paid:

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

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

MOS attending mandatory training approved by the Fire Chief shall be compensated for normally scheduled work day not to exceed their normally scheduled work week.

When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.

MOS attending non-mandatory approved training may have their normal duty shift flexed to accommodate the training, attend training during their normal duty shift, or shall be compensated with commensurate compensatory time for each hour of scheduled class. Once training has been approved, the class schedule constitutes an amendment to the MOS's work schedule.

When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.

When attending training that is scheduled for less than the MOS's regularly scheduled work week, the MOS will return to work to finish the work week or use PTO.

MOS shall not be compensated for per diem when such training has included provisions for accommodations, such as meals and lodging (For example NFA, EMI, etc).

MOS shall not be compensated for any type of homework which is part of classroom studies. However, if the instructor includes in-class time for the MOS to conduct homework, that time will be compensable provided that it is not overtime, and the homework is conducted at the place of training or at a Department approved facility approved by the MOS's supervisor.

Certifications

Upon the receipt of any advanced training certification, MOS shall forward a copy to the Training Division and to the MOS' "evaluation file" with their shift supervisor (Battalion Chief). MOS should maintain a personal training file, including licenses and certificates, for all job related training, and the MOS shall be responsible to ensure that all their licenses and certifications are current.

1. The Department's Training Division shall track and notify, on an annual basis, those MOS whose licenses are due to expire.
2. The Union recognizes the value of advanced training to the individual and the cost to the City. In such situations, private contracts between MOS and the City shall be agreed upon prior to the start of advanced training. The private contract must include the following elements:
 - a. total cost of the program;
 - b. total amount to be repaid by MOS;
 - c. duration of the contract;
 - d. the time and financial commitment to the MOS, and;
 - e. the consequences of default if the MOS fails to fulfill their obligation
3. All pages of the contract must be completely filled out and each page either initialed or signed by the MOS.
4. The Department shall notify the Union when an MOS enters into a training contract.
5. Training contracts may be used for non-paramedic training if the Union and City agree in writing prior to entering the private contract.

ARTICLE 7 HOLIDAY AND PTO PAY

Holiday

The following days shall be observed as holidays on dates approved by the Governing Body each year.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- *Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve
- Christmas Day

MOS who work a Holiday as scheduled will be compensated at time and one-half for all time worked on the holiday MOS who are not scheduled to work on a holiday and are called into work on the holiday shall be compensated at double time for all time worked on the holiday.

All MOS that work on a holiday will document it in the time keeping system with actual hours worked and shall be compensated by one-half times their normal rate for the hours worked (holiday pay) as well as their normal rate of pay for the hours worked.

Fire administration MOS will follow the City Observed Holiday schedule and will have the holidays off. Administration MOS will be paid for the holiday with straight time of eight or ten hours (dependent on MOS's normal work day schedule). If MOS are not scheduled to work on the observed holiday, they will work through their chain of command to flex their schedule to take a "floating holiday" (or "floating holidays") within the same work-week as the observed holiday(s). Cumulative time for that workweek will be a minimum of 40 hours.

Administration MOS may be required to work some holidays based on the needs of the department.

It is expected that all FMO MOS will work July 4th unless otherwise approved for leave.

In filling routine requirements during holidays, MOS with the most classification seniority, at his/her request, may be granted the day off provided that the shift does not drop below minimum staffing levels. The department shall follow the set procedure of bidding for PTO time annually. Department Seniority will be used to determine approval if more than one person submit requests at the same time.

Training will not be scheduled for or conducted on holidays.

Paid Time-Off (PTO)

The cap on accrued PTO shall be 1376 hours for 40-hr administration MOS, and the cap for Fire/Rescue MOS working the 48/96 shall be 1747. PTO shall accrue from an MOS's date of hire and be credited for each bi-weekly pay period as follows:

Fire/Rescue Personnel Working 40 hour per week Schedule

- a. Date of hire through three years – 176 hours per year
- b. Fourth through tenth years – 216 hours per year
- c. Eleventh year through fifteen years – 256 hours per year

- d. Sixteenth Year and above – 296 hours per year

Fire/Rescue Personnel Working 48/96 Schedule

- a. Date of hire through three years – 232 hours per year
- b. Fourth through tenth years – 285 hours per year
- c. Eleventh year through fifteen years – 338 hours per year
- d. Sixteenth Year and above – 391 hours per year

Fire Rescue MOS who are reassigned, in training or are on limited duty assignment constituting a forty hour work week will have their PTO accrual adjusted to reflect the forty hour work week. The adjustment will occur the following pay period after the reassignment or limited duty assignment has encompassed an entire pay period, and will remain in effect until the completion of the reassignment, training or limited duty.

All accrued but unused PTO balances earned under this policy, up to a maximum of 1000 hours for 40-hr administration MOS and a maximum of 1400 hours for 48/96 MOS, will be used for early retirement, paid in a lump sum, or used for a combination of both at the time of separation or retirement.

An MOS approaching the limit will present a plan to get below limits and future overages, to the Chief at least three months prior to the end of the fiscal year.

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

On-duty Suspensions

- a. The Fire Chief may consider allowing an MOS to forfeit PTO time in lieu of being suspended from duty, at a ratio of 1 1/2 hours of PTO time to one hour of suspension time, after it has been determined that an MOS violated policy, procedure, etc., and the Fire Chief issues the reduction in PTO time as a form of discipline. On duty suspension shall not count towards the accrual of overtime.
- b. On-duty suspension time carries the same disciplinary impact as a regular suspension and should be viewed as such in the course of progressive discipline.
- c. The Fire Chief's denial of on duty suspension may not be grieved through the grievance and arbitration process.

Donation of PTO and Compensation Time

PTO and comp time may be donated to other employees (*Rio Rancho Fire & Rescue MOS*) in need due to medical necessity. PTO shall only be donated to employees who are approved by Human Resources for requested leave under the Family and Medical Leave Act. Qualifying employees who have exhausted their personal PTO and comp time balances may receive up to the maximum number of FMLA hours for which they were approved.

PTO and comp time donations will be transferred on an hour for hour basis. Employees can only donate leave if they have more than 400 hours of PTO in their personal balances, and donating employees shall not drop below 240 hours of PTO as a result of donations. Comp time balances may be transferred without stipulations. Any unused hours will be returned to donors on a pro-rated basis.

ARTICLE 8 SENIORITY

The City shall establish and maintain two seniority lists, Department Seniority and Promotional Seniority. Both seniority lists shall be updated July 1st of each year and on that date posted in the Department. Copies of the two lists as posted shall concurrently be forwarded to the Association. Any objections to the seniority lists as posted shall be reported to the Fire Chief, or designee, within ten days of the posting. Thereafter the list shall be deemed correct and MOS shall not be permitted to question the lists as posted.

Department Seniority

Department Seniority shall begin upon an MOS's date of hire within the Department and continue to accumulate during the length of uninterrupted service. Department shall follow a revolving list for filling overtime assignments, which list was originally based on Department Seniority. All new and recently promoted MOS shall be placed at the bottom of this revolving list. Department seniority will be used for Annual PTO bid.

Promotional Seniority

Promotional seniority for higher ranking positions will begin on the most recent date of appointment to such position. Ties in seniority will be determined by total test score, then by Department seniority. Promotional Seniority will be used for shift bid.

Seniority Procedures

Downgrades in Position

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

Upgrades in EMS Licensure

An increase in licensure change will require an MOS to spend time at higher volume districts, based on previous year's statistics, in accordance with Fire Chief and Training Chief.

EMT-B to AEMT will be 6 months and any licensure to Paramedic will be 1 year.

A change in EMS licensure does not change an MOS' Classification, therefore, there will be no change in Department Seniority.

Ties in Seniority

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

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

- The employee resigned.
- The employee is dismissed and is not reinstated.
- The MOS fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report.
- New hire probation extension, or mandatory disciplinary extension shall lose their department seniority and go to the bottom of their academy class.

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

ARTICLE 9

CORRECTIVE AND DISCIPLINARY ACTION

To promote safe, harmonious, fair, and efficient operations of Rio Rancho Fire Rescue. This applies to all RRFR personnel. If possible, corrective action and discipline shall be accomplished in a constructive, progressive manner to rehabilitate and correct an MOS's conduct or performance. RRFR's goal is to provide an environment that promotes employment continuity and minimizes involuntary terminations, recognizing there are times when performance and/or conduct may require some form of corrective or disciplinary action. MOS must only be issued corrective or disciplinary action for just cause. These actions include verbal counseling, written warnings, written reprimands, suspensions, demotions, terminations or any other actions of a disciplinary nature that affect the property interest of a MOS. Progressive actions may not be afforded to probationary personnel or in cases of severe breaches of conduct or policy. Supervisors shall consider the following factors when determining the proper course of disciplinary actions: seriousness of the offense, member's past history with the department, and past practice of Rio Rancho Fire Rescue in dealing with similar offenses.

Definitions

1. Employee Files

- a. Employee Evaluation File: This file shall be kept in a secured manner with the shift Battalion Chief. It shall be utilized as a reference, for annual employee performance evaluations, to track and store employee commendations and letters of appreciation and for progressive discipline actions. All corrective and disciplinary actions, supervisor's initial investigations (whether determined to have merit or not), as well as commendations and letters of appreciation shall be kept in the file for a period of one year to allow supervisors to use the documents for progressive disciplinary and annual performance evaluations purposes. An MOS is entitled to access his/her own file upon request, which will be granted in a timely manner.
- b. Employee Personnel File: This file shall be kept in a secured manner in the City's Human Resources Department, according to its department rules and standards. This file shall permanently contain the employee's annual performance evaluations, records of any Administrative Sanctions taken against the employees, Letters of Reprimand, training records, promotional test scores, licenses and certifications, and copies of any commendations and letters of appreciation. An MOS is entitled to access his/her own file upon request, which will be granted in a timely manner.
- c. Employee Relations File: This file shall be kept in a secured manner in the City's Human Resources Department, according to department rules and standards. All material contained shall permanently remain in the file. This file may contain documents that are required to be retained by the HR Department. Access to this file is limited to Executive-level staff at HR only. MOS may request access to contents of their file through the HR Director.

2. Corrective Action – Shall include employee training, coaching, performance improvement plan, verbal counseling, or written warnings administered by Captain and above; or written reprimands issued by Battalion Chief and above. Corrective Action allows the supervisor to provide the employee with an understanding of the problem, seek input or response to the concerns, and determine an action plan to achieve satisfactory performance or conduct. The supervisor should keep notes of the counseling session for future reference and guidance. The purpose of corrective action is to provide the MOS an opportunity to

improve his/her behavior or performance and conform to Department standards and expectations.

- a. Verbal Counseling – Notes or records shall be placed in the employee's annual evaluation file for the period of one-year; however, the contents of the action will not be used in the progressive discipline process after six-(6) months of being placed in file.
 - b. Written Warning – Should be placed in the employee's annual evaluation file for the period of one-year; however, the contents of the action will not be used in the progressive discipline process after twelve (12) months of being placed in file.
 - c. Written Reprimands – Can only be issued by Battalion Chief and above, and should be discussed by the supervisor and Executive Management prior to administration of the action. Documentation describes the problem, previous or related conversations or actions (if applicable), and behavior required to correct the problem; signed by the employee (to acknowledge receipt of document), supervisor, and Executive Management; sent to employee's personnel file, located in the City's Human Resources Department. The action will remain in the employee's personnel file permanently, but will only be used for progressive discipline purposes for a period of one-(1) year after placement. The employee's written response will be attached (if applicable).
3. Disciplinary Action – Administrative sanctions, which include suspension, demotion, or termination, or any action affecting an MOS's property interest. These decisions are made at the Executive Management level only. It is understood that demotions and terminations be performed in conjunction with notification and cooperation of City Administration and Human Resources Department. All records of Administrative sanctions shall remain in the employee's personnel file permanently. In general, however, Administrative sanctions taken against an MOS shall not be used against an MOS to reference future discipline after one-(1) year of being placed in the file, and for promotional opportunities after a period of two-(2) years.

It is the goal of the discipline process to handle allegations at the lowest level. It is therefore the intent to have Battalion Chiefs perform an initial Supervisory Investigation to determine if the allegation and/or complaint has merit. If it is determined that merit exists, a Professional Standards Investigation shall be initiated.

No Supervisor shall be ordered to take corrective or disciplinary action against a subordinate. In the event that two supervisors disagree on the proper action, the decision to take action shall be made at the Executive Officer level.

Representation

MOS shall be permitted to have an association member of their choice appear with them during meetings when an individual or incident is being investigated and the member believes the investigation may result in corrective action, disciplinary action, or administrative sanctions. The following conditions must be met to have representation at such meetings:

1. An examination (asking questions) is occurring in connection with an investigation of an MOS;
2. The employee reasonably believes that the examination may result in disciplinary action;
3. The employee requests Association representation.

If all conditions are met, the supervisor, investigator, or City representative will either stop questioning until the representative arrives, cancel the investigative meeting, or continue with the meeting if the employee chooses to waive representation.

During the questioning, the representative may interrupt to clarify a question or object to questioning outside the scope of the investigation. While the interview is in progress, the representative may not tell the employee what to say but may advise him/her on how to answer a question. At the end of the interview the Association representative may add information to support the employee's case.

An employee who has a question about the purpose of a meeting is encouraged to ask the supervisor, investigator, or City representative to explain the purpose of the meeting. Employees who have questions about their right to representation are encouraged to contact an Association representative or a Human Resources Department representative.

If an accused MOS becomes a disputant under Article 12 of this contract, the disputant may be accompanied by a representative of his/her choice. The disputant and/or the representative shall have full rights of participation at any hearing or meeting conducted under the Formal Dispute Resolution Procedure.

Professional Standards Investigation

To ensure that Professional Standards investigations and supervisory reviews are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognition of individual rights, the guidelines established by the Department's Rules and Regulations – Professional Standards Investigations and Review of Alleged MOS Misconduct, or as subsequently amended with participation by the Association, shall be followed. Guidelines for the Department will be established with participation by the Association.

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

A member who is the subject of a Professional Standards investigation shall be notified in writing of the pending investigation, the allegation(s), the complainant, and of his/her right to meet, confer, and/or acquire representation of a member of the Association for the purpose of obtaining assistance, in accordance with Article 9(e.).

The employee may request a change of the assigned investigator prior to the onset of the investigation. The Fire Chief shall make the final decision of preemptive dismissal of any investigator.

ARTICLE 10

FORMAL DISPUTE RESOLUTION PROCEDURE

The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. Except as otherwise provided in Article 11 and in "The Public Employee Bargaining Act," Section 10-7E-1 et seq, NMSA, there shall be no other grievance or appeal procedures for MOS in the bargaining unit.

Definitions

1. Dispute – a formal written Grievance by a covered MOS alleging that there is a violation of this agreement (i.e.; a matter involving the enforcement, application, or interpretation of this agreement),
2. Disputant or affected MOS – a covered MOS or group of MOS, and the Association.
3. Business Day – a normal business day when City offices are open to the public and shall not include legal holidays or other times when the City offices are not open for public business.
4. Time Limits – ten business days, or as otherwise mutually agreed to in writing by the City and the Association or MOS.
5. Representation – any individual the MOS choses to represent them at any formal investigation, interview, or hearing.

Procedural Steps in the Dispute Resolution Procedure

1. Step 1 – The affected MOS may discuss the Dispute with the supervisor who initiated the action giving rise to the Dispute. This supervisor shall not consider a Dispute unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action, which precipitated the Dispute. The written dispute shall include the following and be issued to the appropriate supervisor with a copy to Human Resources
 - Department;
 - Job Title;
 - Disputed action or inaction;
 - Redress/remedy requested;
 - Name of the Representative; and
 - Article/section if the Contract alleged to have been violated.

The purpose for the MOS putting the Dispute into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 2. The decision rendered by the supervisor will be documented in writing and presented to the MOS within 10 business days. The time limits for Step 2 will begin on the day following receipt of the supervisor's decision.

2. Step 2 – The affected MOS shall discuss the Dispute with the Fire Chief or Designee. Written documentation of the content of the Dispute meeting is required with a copy to Human Resources. The date and time of the meeting shall be documented. The decision rendered by the Fire Chief or Designee will be documented in writing and presented to the MOS within 10 business days. The time limits for Step 3 will begin on the day following receipt of the Fire Chief or Designee decision.
3. Step 3 – If the Dispute is not resolved at the Step 2 level, the MOS/Former MOS may file a written appeal to the City Manager with a copy to Human Resources, within the time

limits requesting a dispute resolution hearing. The time limits for Step 3 will begin on the day following the meeting with the Fire Chief or his Designee. The City Manager shall meet with the MOS/Former MOS and other personnel appropriate to resolve the dispute. The City Manager shall have ten business days starting the day following the meeting to respond to the Dispute.

4. Step 4 – Formal Dispute Resolution Procedure: All disputes, as defined above, that have not been settled at Step 2 (or Step 3 if chosen by disputant) shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article. For the Dispute, the time limits for requesting arbitration will begin upon receipt, by the Disputant, of the Fire Chief's, Designee's, or City Manager's decision. All requests for arbitration shall be delivered to Human Resources. Once appealed, the Dispute must proceed as specified in the procedural steps listed below (Sections C.1-3 and D.1-11 below) until a final disposition is reached. All dispute resolution filings shall include the information listed below:
 - Name of the Affected MOS;
 - Department;
 - Job Title;
 - Disputed Action or Inaction;
 - Redress/Remedy Requested;
 - Name of the Representative; and
 - Article and Section of the Contract Violated.
5. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of a request for a formal dispute resolution hearing, the City and Association, jointly, shall contact the FMCS and request a panel of seven (7) arbitrators. An arbitrator shall be selected through the process of alternately striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name.
6. The arbitrator shall render his/her decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this agreement. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees or order the Governing Body to make an appropriation. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees and costs equally.
7. In the event that a party raises the issue of arbitrability, this issue shall be submitted to the arbitrator selected by the parties for resolution. In a final written decision, the arbitrator shall first address the issue of arbitrability; if there is a finding that the dispute is arbitral, then the arbitrator shall rule on the merits of the case.
8. The hearing shall be held within thirty days of assignment of an arbitrator to the case and a decision shall be rendered within thirty days of the hearing. This time limit may be extended by order of the arbitrator or by agreement of both parties.

Rules of Procedure

If the City fails to comply with the time limits, the Dispute shall be considered automatically appealed to the next level.

If the Disputant fails to comply with the time limits as set forth at any level, the dispute shall be considered resolved and not subject to further review.

With the mutual written consent of the parties, the time limits for a review of a dispute at any level may be extended for a reasonable time to allow for a fair review.

A Disputant may be accompanied, represented by a representative of his/her choice and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure.

No reprisal or retaliation by any party to the Dispute shall be taken against a Disputant or participant as a result of participation in the processing of a Dispute.

The steps laid out in this Article represent the complete dispute resolution procedure available to a covered MOS. A covered MOS, acting individually, may present a Dispute without the intervention of the Rio Rancho Firefighter's Association provided the Dispute has been processed in accordance with this Article. A covered MOS may not present a Dispute individually and then present the Dispute again with the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association will not be responsible or assume any liability for any individual who may present a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association may be asked to attend and participate in any Dispute meeting where an MOS presents a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Disputants may not reach a settlement that contravenes this agreement.

If a Dispute affects a group of two (2) or more covered MOS or involves an action or decision by the City that has a system wide impact, the Rio Rancho Firefighter's Association may submit the Dispute on behalf of the affected MOS. If the Rio Rancho Firefighter's Association does submit such a Dispute it shall do so at Step 2 of the procedural steps of the Dispute Resolution Procedure, within the time limits as described in Step 1.

The City will furnish the Rio Rancho Firefighter's Association, upon written request, specific information that is not privileged and that is relevant to the dispute, such as time sheets, disciplinary documents, performance evaluations, etc. The arbitrator shall decide any issue of privilege or relevance. All documents related to a dispute shall be maintained as a permanent file, unless the Disputants agree to purge the record as resolution to a dispute.

Any meeting of the Dispute Resolution Procedure shall be held during normal business hours or at a time that is mutually agreed upon by the parties. Time in attendance at said meeting will be considered as time worked, except that a Disputant's time may be flexed to avoid the payment of overtime. This exception shall not apply to an authorized Association representative as set forth in Article 3. The current practice that treats time spent by MOS in internal investigation interviews and interrogations as time worked for the purpose of overtime computation shall be maintained.

As a condition of employment, MOS who can offer relevant testimony will be required to appear as witnesses in dispute resolution procedures when requested by any of the Disputants and time in attendance will be considered as time worked.

The Public Employee Bargaining Act (PEBA) requires the parties to negotiate a grievance procedure culminating in final arbitration for all issues arising under this contract or any other terms and conditions of employment. The parties recognize this dispute resolution procedure is the only procedure available to employees covered by this agreement and is the exclusive remedy for the settlement of disputes pertaining to employment terms and conditions and related personnel matters pursuant to PEBA, §10-7E-17F NMSA. Nothing in this section shall preclude the City or the Association from filing a prohibited practice with the Public Employee Relations Board pursuant to §10-7E-19 NMSA.

ARTICLE 11

NON-ARBITRABLE COMPLAINTS

Definitions

1. Complaint – an appeal by a MOS of a verbal counseling, written warning, written reprimand, or performance evaluation. Said complaint is not subject to arbitration as set forth in Article 10; and shall be submitted and resolved according to the complaint procedure set forth below.
2. Complainant or affected MOS – a covered MOS, a group of covered MOS, or the Association.
3. Business Day – a normal business day when City offices are open to the public and shall not include legal holidays or other times when the City offices are not open for public business.
4. Time Limits – ten business days, or as otherwise mutually agreed to in writing by the City and the Rio Rancho Firefighter's Association or MOS.

Any written complaint shall include the following:

- Department
- Job Title
- Disputed action or inaction
- Redress/remedy requested
- Name of the Representative

Step 1 – The affected MOS shall discuss the complaint with the supervisor who initiated the complaint. This supervisor shall not consider a complaint unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action that precipitated the complaint. The purpose for the MOS putting the complaint into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the Complainant is unable to resolve the complaint, said complaint shall proceed to Step 2. The time limits for Step 2 will begin the day following the meeting with the supervisor. The decision by the supervisor shall be provided in written form to the MOS.

Step 2 – The affected MOS shall discuss the complaint with the Fire Chief or Designee. The content of the meeting including the decision shall be provided in writing to the Complainant within the established time limits. A non-arbitral complaint shall be deemed resolved upon the decision of the Fire Chief.

Step 3 – If there is a perceived abuse of authority and/or upon extraordinary circumstances, the City Manager may review the dispute after the Fire Chief or Designee renders a decision.

ARTICLE 12

LEGAL PROTECTION

Should an MOS be sued in a civil action for any allegation arising from the course and scope of his/her employment, the City shall defend and indemnify that MOS pursuant to the requirements of the New Mexico Tort Claims Act (§41-4-1,et.seq., NMSA 1978).

The City shall not defend an employee in a criminal suit.

In the event an MOS is sued in a civil action in which punitive damages are alleged, and the MOS was not personally served with the summons and complaint, it shall be the duty of the City to notify the MOS, in writing (either personally or through the Association representative), within five days of the receipt of the suit by the City Attorney's Office of the potential personal exposure of the MOS for punitive damages.

Should an MOS have punitive damages awarded against them by a judge or jury, the City agrees to appeal that judgment, only when such judgment specifically names the City as a Respondent.

For the purpose of this section and agreement, the phrase "course and scope of employment" means the lawful acts in which an MOS is requested, required, or authorized to perform by the City.

Nothing herein shall bar the use in court of case law and common law in the resolution of any dispute arising out of an interpretation of the New Mexico Tort Claims Act (§41-4-1,et.seq., NMSA 1978).

ARTICLE 13
PROMOTIONS AND TRANSFERS

The Department shall follow Rules and Regulations 10 for Promotions and Transfer.

The parties agree that the City Work Rules and the Department Rules and Regulations 10 specifically related to promotions and transfers are conditions of employment. The Fire Chief will notify the Association President of any changes to the Rules and Regulations related to transfers and promotions prior to implementing the changes. If the Association has an issue(s) with the changes in the Rules and Regulations specifically related to promotions and transfers, the President will respond within seven (7) business days. The Fire Chief and the Association President will come to an agreement over the proposed changes.

No Rules and Regulations changes occurring within 90 days of testing shall be used for testing purposes.

ARTICLE 14

REHIRE PROCESS

A member who has separated from the Fire Rescue Department and is eligible for rehire as determined by HR, may be eligible to return, without undergoing the Department's selection process, only when the MOS has requested consideration and is re-employed within one year of the date of separation, or as otherwise stated in this article. Upon return of MOS within one year, MOS may be eligible for promotional process after successful completion of probationary year.

Any member who separates from the Fire Rescue Department shall lose all seniority gained prior to their separation in the event the MOS is re-hired. Pay will be based on current Pay scale per Article 30.

ARTICLE 15

FIT FOR DUTY ASSESSEMENT PROGRAM

A Wellness and Fitness program shall be developed and implemented. This program shall be named Fit-for-Duty and is provided to promote overall wellbeing of membership. The Fit for Duty Assessment Program shall consist of three parts:

1. Overall Medical Status, to include a medical evaluation, laboratory screening, and review of medical records by certified/licensed physician;
2. Mental health
3. Physical Fitness and Agility;

MOS shall be required to have an annual medical evaluation based on NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments and OSHA firefighter standards, as well as participate in a physical agility test once per year as a condition of continued employment, upon mutual agreement as stated below. Non-sworn MOS shall be subject annual medical screening, and must be able to fulfill the requirements of their job descriptions. Upon mutual agreement, Association representatives and the City shall promulgate a physical agility test for all MOS.

The goal of the fit-for-duty standard is to encourage and protect the health and wellness of all MOS throughout their career. Fit-for-Duty should deliver a progressive model of preventive and occupational health care service programs for membership. Utilizing the fitness and agility evaluation and a review of the medical records by the Department Physician, the MOS shall be given a Tier Assignment. In order to provide an objective Tier Assignment, the Fire Department Physician will use the following criteria:

Physical Examination, Body Composition, Laboratory Analysis, Vision/Hearing/Pulmonary Evaluation, fitness and agility evaluation and Cancer Screenings.

The assignments shall be as following and carry these parameters:

1. Tier I – No action
2. Tier II – Recommendations by either the physician or a trainer on lifestyle changes, diet & exercise recommendations, or primary care or specialty physician follow up.
3. Tier III – Same as Tier II, plus mandatory Physical Fitness Improvement Plan (as stated in RRFR Rules and Regulations #35). This will include mandatory/scheduled exercise time with a peer fitness trainer, and arranging for a 12-week Nutritionist/ Dietician program, paid for by the City, and coordinated with the Fitness Program Director.
4. Tier IV – Same as Tier III, plus Administrative removal from active duty and placed on light duty
 - a. During the PIP, the MOS will choose one of the department's Certified Fitness Trainers (CFT) to work with them. If issues occur (personal conflicts, communication difficulties, etc.) then a CFT may be assigned by the Fitness Program Coordinator. The goal is to not incur overtime for the MOS by having them perform mandatory fitness workouts during their normal shift hours; however, the CFT may submit an alternative plan to the Fire Chief for consideration on a case-by-case basis for approval of compensated mandatory fitness workout time.
 - b. The CFT will develop a program that the MOS will be required to adhere to and give an earnest effort.

If the CFT determines that the MOS is not putting forth an effort, or the MOS refuses to participate, the CFT will meet and discuss the MOS's performance with the Program Director, and Supervisor. A Union Representative may attend if requested by MOS.

If the MOS is not showing improvement, but is putting forth an earnest effort, the CFT, Program Director, and Supervisor will meet with the MOS and develop a new fitness strategy to achieve the fitness goals with no discipline issued. A Union Representative may attend if requested by MOS.)

Mental Health

The City recognizes that from time to time MOS experience personal problems that can affect their job performance. Accordingly, the City shall maintain the Employee Assistance Program, in-house occupational medical program, and behavioral health support program. These Programs are designed to assist MOS with personal issues in a confidential nature. At the discretion of the MOS, he/she may voluntarily submit to counseling and remain anonymous.

All MOS will be allowed the opportunity to voluntarily participate in an annual visit with the Department's contracted Employee Assistance Program (EAP) to help develop a relationship with mental health providers and assist with the maintenance of the MOS' behavioral health and stress reduction. The visits shall be scheduled by the MOS on an off-duty day and shall be compensated 2 hours of time for the visit. MOS will also have access to the services of EAP at any time if more urgent mental health matters arise.

If the City observes a decline in an MOS's job performance and has a reasonable suspicion that it is due to emotional or physical problems, the City may order a Fit for Duty Evaluation.

The Department will allow Department appointed CFTs a collective 12 hours a month to aid MOS with workout programs and diet consultation. All MOS will be allowed 1.5 hours of physical fitness training per 48-hour shift (administrative personnel will be allowed 45-minutes per duty day). Workout times will be scheduled by the MOS' immediate supervisor and be dependent on and consideration of calls for service and other job-related commitments and appointments.

Physical Fitness and Agility

Cooper's Institute Standard Evaluation for Incentive

MOS shall participate in a fitness test annually, based on the Cooper's Institute standards. MOS shall be tested on all maximal tests for:

1-repetition bench press; 1-min sit-ups; 1-min standard push-ups; sit-and-reach; 1.5-mile run (the 1-mile walk may be substituted for the 1 ½ mile run at MOS discretion).

It is agreed that physical fitness and leading a healthy lifestyle are important components to a long, successful, healthy career and retirement. It is therefore suggested that all MOS consider working with Department CFTs to determine their fitness status throughout the year, not just during their annual evaluation.

MOS shall only be tested once in a twelve-month period unless MOS are unable to test in the prior year due to a documented medical condition or military activation (as noted below in Paragraph #3 approved by the Department and HR). The testing process will begin each March and continue through October, according to the MOS's scheduled medical evaluation.

MOS who cannot test due to a temporary assignment, illness, injury, medical condition, or Military activation will test at a later date. The MOS shall provide documentation from a physician, or

Military Orders (According to section 4311(a) of USERRA). The date of the test shall be no more than 90-days after release to full duty to allow MOS ample time to prepare for the testing. Exceptions to the 90 days shall be made outside the Coopers' testing window in these cases. In order to maintain consistency and to assist in the scheduling, any MOS who tests at a later date due to these conditions will have their annual testing date changed to the amended date in subsequent years.

As an incentive to maintain high standards of fitness and wellness, MOS shall receive physical fitness incentive pay as a once annual bonus pay-out at their current rate of pay or the MOS may elect to receive the hours as compensatory time. These hours do not count towards overtime or PERA. MOS who are unable to test (per G.3. Above) and test at a later date, shall receive the incentive for which they qualify, for the prior year missed. MOS After 90 days, may test again to receive the current year's incentive. This second test does not become the MOS's annual testing date; rather, the first test upon the MOS's return becomes the new annual testing date. MOS are responsible for scheduling these second tests.

1. Those who attain an average score of 90% or better on the annual Cooper's Test shall receive a maximum of 100 hours of compensatory time, or a once annual bonus pay-out not to exceed \$2,750.00;
2. Those who attain an average score of 87% but lower than 90% on the annual Cooper's Test shall receive a maximum of 20 hours of compensatory time, or a once annual bonus pay-out not to exceed \$550.00;
3. Those who attain an average score of 80%, but lower than 87% on the annual Cooper's Test shall receive a maximum of 10 hours of compensatory time, or a once annual bonus pay-out not to exceed \$275.00.

Provided the MOS performs at the above-mentioned fitness levels during their annual evaluation, the 100/20/10 hours of compensation shall be given in one lump sum on the next available pay period. If the MOS tests at a later date, due to a temporary assignment, illness, injury, medical condition, or Military activation, then the incentive pay-out will be given on the next available pay period following completion of the test.

ARTICLE 16

INJURIES

In the event that a member is injured during a job-related activity the city shall provide benefits to the member in accordance with local, State and Federal laws. Nothing in this agreement is intended to make the union, its officers or members liable for work connected injuries, disabilities or diseases which may be incurred.

An MOS with a medical restriction due to an on-duty injury shall not be discriminated against and every effort will be made to provide a limited-duty assignment which the MOS can perform in accordance with RRFR Rules & Regulations 17.

The City shall provide full regular pay to MOS injured on the job for the entire seven day waiting period, as described under the New Mexico Workers' Compensation Act, until the commencement of temporary, total, partial, disability or the MOS's return to work, whichever is earlier. This pay will be provided without deductions from the MOS's accrued leave. If the MOS is disabled for more than thirty days and payment for the waiting period is made by the City's workers' compensation insurer, then the MOS will surrender that check to the City as reimbursement for the previous payment.

In addition to FMLA (if the MOS qualifies), which provides up to 12 weeks of job protection due to a serious medical condition, MOS who incur a compensable injury under Workers' Compensation, will be afforded up to an additional 24 weeks of job protected leave, under the same provisions and requirements commensurate with FMLA.

For MOS injured off-duty, City Personnel Policies and Work Rules, in addition to RRFR Rules and Regulations provide information and requirements pertaining to applicable leave and benefits.

ARTICLE 17 INOCULATION AND IMMUNIZATION

The Fire Dept. Physician requires that all MOS obtain titers*/immunizations for the infectious diseases listed below as part of their Occupational Medicine/ Fit for Duty screening. All required titers*/immunizations will be provided by the Department:

<u>Disease</u>	<u>Titer* Frequency</u>	<u>Notes</u>
Hepatitis A (HTR Team members only)	Once	May substitute documentation of completed 2-shot vaccination series
Hepatitis B	Once	May substitute documentation of completed 3-shot vaccination series
Hepatitis C	5 Years	No immunization available
Human Immunodeficiency Virus (HIV)	5 Years	No immunization available
Measles (Rubeola)	Once	May substitute documentation of MMR vaccination
Varicella (Chicken Pox / Shingles)	Once	May substitute documentation of Varicella vaccination
TDaP (Tetanus / Diphtheria / Pertussis)	None	May substitute documentation of TDaP vaccination in past 10 years
Influenza	None	Annual vaccination required
Tuberculosis	Annual skin test required	MOS who decline testing or have a previous positive test may obtain a chest X-ray or blood test

* A titer is a laboratory test of blood or serum which establishes your body's immunity to a specific disease

Please note that the above tests may not substitute for testing following an exposure incident.

An MOS may elect to sign a declination statement in place of receiving any vaccination and/or TB skin test, but they must understand that this may result in the Workman's Comp Admin / City / Department refusing to provide treatment or disability compensation if they are infected on the job.

If an MOS is exposed to a contagious disease or hazardous material while performing his/her duty, such exposure must be documented by the MOS and the first line supervisor. In such events, the City agrees to pay the expense for inoculation, immunization and health care incurred to the MOS's family.

ARTICLE 18

ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE

The City and Association recognize that MOS are considered "safety sensitive" and that drug use by employees would be a threat to public welfare and the safety of the department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted while an employee is on duty.

Informing Employees about Drug and Alcohol testing: All employees shall be informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. The City will inform employees on how the tests are conducted and the consequences of testing positive for drug use. Upon hire and annually, employees subject to testing will be required to sign a consent and release form.

Employees are encouraged to self-refer for assistance with addiction or dependence problems prior to any testing. Because the City adheres to a strict zero tolerance policy for positive random tests, MOS are encouraged to seek confidential assistance and support if they feel they have a problem with drugs or alcohol through available resources provided by the City, Department, and/or Union before being selected for random tests. MOS who submit verified positive tests, or MOS who refuse random tests shall be subject to the process of termination (per Article 9). Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City. The city will provide treatment for alcoholism and/or drug abuse. Members will have the opportunity to request treatment location they desire. The City shall bear the cost of all drug and alcohol tests, including a retest, should the concerned member contest the results of the initial analysis, except for testing as a result of a referral to treatment outlined by a substance abuse professional. If a follow up test is requested by a substance abuse professional the MOS shall bear the cost for the follow up.

The Department may also conduct random testing of MOS on a Department-wide random basis for the purpose of detecting the possible use of illegal drugs. The City shall also provide testing of MOS that are involved in an on-duty vehicle crash consistent with City policy or at the request of the MOS.

All above tests will follow Department of Transportation (DOT) regulations, which currently require testing for the following five drug classes: Marijuana, Cocaine, Opiates (Opium and Codeine derivatives), Amphetamines and Methamphetamines, Phencyclidine (PCP). The Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions of drug and alcohol testing.

ARTICLE 19

UNIFORMS

Uniform and Equipment Standards

Eligible MOS shall be responsible to maintain minimum uniform and equipment standards, to include quantity and appearance, as established in writing by the Fire Chief. Standards shall include that MOS maintain their uniform appearance to Department specifications to include proper fit, wear and tear, cleanliness and style. Administrative corrective action may be initiated for lack of compliance. MOS shall maintain a complete set of related minor equipment for their specific assignment. MOS are responsible for the replacement of lost minor equipment and uniform items. If the Department establishes standards as to make, model, material, etc. of uniforms, a copy of such standards shall be supplied to the Association.

Boot Allowance

The City will provide one pair of boots for each MOS (except for EMS Logistics Coordinator) every two years, which are chosen by each MOS, and must meet Department Standards per Rules and Regulations 20. Once every-other fiscal year on a rotating basis, the City will reimburse MOS up to \$300 when presented with a receipt for boots purchased. If during the two-year period the boots become unusable or unsafe due to disrepair because of performance of duties, the City will replace the boots.

Uniform Ownership

Any uniforms or equipment items purchased by an MOS shall remain the property of the MOS upon separation from employment or as indicated by a specific uniform and equipment contract. If the Department changes any patch design or badge, the Department shall pay for the cost of affected uniform changes. Any items not specifically listed as provided by the Department, shall be considered to be the responsibility of the MOS to provide. Upon retirement, MOS will receive their badge, helmet and brass earned.

Uniform and Equipment to be provided by the Department:

1. Radios – mobile and portable
2. Firefighting Personal Protective Equipment (PPE) and uniforms, (bunker gear to include leather bunker boots)
3. Uniform brass items (collar insignia, badges)
4. Fire/Rescue shoulder patch, breast badge, and supervisory insignias
5. Specialty award pins
6. Protective eyewear
7. HazMat protective suit and related items
8. Medical gloves, spit shields and sharps containers
9. Reflective safety vest
10. Initial hemming of pants when issued
11. Carry-all for structural Personal Protective Equipment (PPE)

ARTICLE 20
DAMAGED, LOST OR STOLEN PROPERTY

Uniforms and Equipment

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

Personally Owned Items

Personally owned items that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items were clearly damaged while MOS was engaged in the performance of duty and there was no negligence on the part of the MOS or, if the MOS was negligent, the contributory negligence was less than other contributing factors. Personally owned items that may be reimbursed for damage are: prescription eyeglasses, fire/extrication gloves, flashlights, multi-tools, knives, athletic shoes, or other items that are mutually agreed upon by the City and the Association as determined on a case-by-case basis not to exceed \$250 per item. This section is not intended to be used to replace old, worn out items.

Procedures

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

ARTICLE 21 ACCIDENTS

The Department shall follow the Standard Operating Guidelines and Rules and Regulations for the Accident review process. The parties agree that the City Work Rules and the Department Rules and Regulations 14 specifically related to accidents are conditions of employment. The Fire Chief will notify the Association President of any changes to the Rules and Regulations related to accident prior to implementing the changes. If the Association has an issue(s) with the changes to the Rules and Regulations specifically related to accidents, the President will respond within seven (7) business days. The Fire Chief and the Association President will come to an agreement over the proposed changes.

ARTICLE 22

FUNERAL AND BURIAL EXPENSES

The City agrees to pay a one-time payment of fifteen thousand dollars (\$15,000.00) to the surviving family of any employee killed in the line of duty, to defray the cost of funeral/burial expenses and counseling. The arrangements and burial shall be of the deceased employee's family choosing.

ARTICLE 23
HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT

Health, Life and Dental

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

PERA

Fire Fighter/EMS – PERA Municipal Firefighter's Plan 5 with the 75% City contribution shall be retained.

EMS Specialists and EMS Logistics Coordinator – PERA Municipal Plan 2 with the 75% City contribution shall be retained.

ARTICLE 24

COURT TIME

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

When an MOS is required to appear on his/her regularly scheduled time off, he/she shall be paid at the appropriate overtime rate. MOS shall be guaranteed a minimum of two hours at the appropriate overtime rate per day for appearing at a trial(s), judicial conferences or hearing(s). The time shall begin when the MOS notifies the Supervisor or Deputy Chief that he/she is en route to said trial/hearing and the MOS is within the City Limits. The time will end at the conclusion of the trial/hearing plus travel time for the MOS to return home or leave the City limits.

MOS shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the MOS. MOS shall not receive the two hours of overtime pay for time the MOS is held over in court concurrent with a regularly scheduled shift.

ARTICLE 25

SPECIAL COMMITTEES

The Department shall maintain special committees for the purpose of input and advice. Issues can include but are not limited to equipment, uniforms, radio and communications, Fire/EMS, safety, etc.

When the need arises, the Fire Chief shall appoint a special committee. The Fire Chief shall first appoint a chairperson who shall be responsible for the orderly operation and supervision of the committee. The Fire Chief shall also notify the Rio Rancho Firefighters Association President of the formation of the committee. The chairperson and/or the Fire Chief shall then select member(s) for the committee. The selection shall be based on education, training, skill, etc. The Rio Rancho Firefighter's Association President shall select one member for the committee. The selection shall be based on education, training, skill, etc. Rio Rancho Firefighter's Association participation on special committees shall not be considered a substitute for bargaining on those issues of mandatory bargaining. After researching, analyzing, and/or developing ideas, the special committee shall document its findings and submit a final recommendation to the Fire Chief. The final recommendation(s) must be agreed upon and signed by all members of the committee prior to submission to the Fire Chief.

ARTICLE 26

EXTRA DUTY AND CHIEF'S OVERTIME

When available for public safety duties, the City shall offer extra duty work opportunities, only to Fire and Rescue MOS. The Department shall post a list of date(s) and time(s) soliciting qualified MOS. Offers of extra duty, or chief's overtime, shall be made to qualified MOS by rotating seniority. MOS shall not work too many hours of Chief's Overtime when it compromises their regular scheduled work performance.

When scheduling extra duty or chief's overtime MOS are given advance notice, via voice mail or text message, and asked to participate in the specific event. However, at times entities require immediate or specific MOS. In this case, the Department may schedule MOS without adhering to these procedures.

The rate of pay to an MOS for a Chief's Overtime assignment shall be \$45.00 or time-and-one-half, whichever is greater, for Chief's Overtime at Santa Ana Star Center, other facilities, or events that are contracted with the City for EMS/ Fire coverage.

Time spent preparing equipment for Chief's Overtime shall be compensated at regular overtime rates, if applicable. If Chief's Overtime rates change within the Rio Rancho Police Department, the City shall notify the RRFA President.

ARTICLE 27

ASSOCIATION AND CITY COMMUNICATIONS

Access by Non-Employee Association Representatives – Upon authorization by the Fire Chief, non-employee Association representatives will be given access to work locations during work hours to investigate and process disputes or post bulletins on the bulletin board(s) without unreasonable interference with MOS work. The Association shall give the Fire Chief a written list of such authorized Association representatives. Only those people whose names appear on the current list shall be granted access under this provision. The Department may conduct a background investigation, and as a result, may deny the Association's request. Authorization by the Fire Chief shall not be unreasonably withheld.

Access to Recruits – The City shall give each recruit information on Association benefits and/or have Association representative meet with recruit during their orientation with the City.

Access to City Information – The City shall make available to the Association upon its reasonable request any non-privileged information, statistics and records in the City's possession, which are relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.

1. When requesting information, the Association shall complete the necessary documentation and forward its request to the City Clerk's Office.
2. The Association agrees to pay the cost incurred in the compilation of information they request, if applicable.
3. The City agrees to furnish the Association one copy of all future amendments and revisions to SOP and City Policy.

Access to City Communication System – The City's interdepartmental messenger service, including City e-mail, may be used for individual business-oriented communication between MOS who are represented by the Association and between the paid staff of the Association and such MOS, provided that paid staff of the Association shall pick-up and deliver all written communications outside the City's normal distribution route. The Association understands the continuance or discontinuance of the interdepartmental messenger service is a matter within sole discretion of the City, and the Association agrees to abide by the rules and regulations of the City system.

Access to Mailboxes – The City agrees to provide a mailbox for each MOS of the bargaining unit without an office.

Bulletin Board – The Department shall provide spaces at each of the Department stations for the Association to post notices. Barring emergency circumstances, these notice spaces shall be clearly visible and accessible to all MOS.

1. Should the Association decide to utilize any of these spaces, the Association shall provide a bulletin board, including any and all parts thereof, to extend no larger than the space provided. City personnel shall handle installation of the board(s).
2. The Department shall provide the Association with one (3'x4') wall space at each Department substation.
3. The bulletin board may be used for the posting of recreation and social affairs of the Association, Association meetings, Association elections, reports of Association committees, Association newsletters, reports of Association meetings, rulings or policies of the state or national associations, legislative enactments and judicial decisions affecting public employee labor relations.

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

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

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

ARTICLE 28

CITY / DEPARTMENT POLICIES AND WORK RULES

The parties acknowledge the necessity to modify Department Rules and Regulations, from time to time as needs dictate. Nothing in this agreement shall be construed to prevent the Department from making such changes, consistent with this agreement. The Association shall appoint a representative to represent the members' interests on a policy review committee prior to the enactment of such changes. The City agrees to provide, upon request, the Association's representative with resource materials, studies or data relating to the merits of the proposed change prior to any meeting with the City.

All conditions or provisions of City Policies and Work Rules or Rules and Regulations beneficial to employees, or which affect wages, hours or working conditions, now in effect which are not specifically provided for in this agreement or which have not been replaced by sections of this agreement shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Association.

The City agrees to furnish the Association with notice of the City's intention to make changes in City or department policies and procedures that would affect the working conditions of employees. If the Association does not respond within seven (7) business days of the receipt of such notice, the City may assume that the Association does not wish to meet and confer over such changes.

This section does not limit the Fire Chief from publishing Rules and Regulations interpretive memorandum.

ARTICLE 29

SHIFT BID

The Fire/EMS Divisions, other than 40 hour a week MOS assigned to Fire Prevention, shall bid every two years. Bid date and time will be announced at least two (2) weeks in advance. Generally bidding will occur the first week of December. The bid effective date shall take effect the first Sunday of the first full pay period in January of each odd numbered year.

Bidding Procedure

The bidding shall be based first on the Promotional seniority date then by Department seniority if there is no Promotional date or if Promotional date is the same.

The bidding shall be specific to shift and station.

The bidding order shall be (1) Captain, (2) Lieutenant, (3) Engineer, (4) Firefighter/ EMT.

All MOS Bidding will be available in person, by phone, or by proxy (in writing). If MOS elects to bid by proxy they must provide at minimum three (3) alternate choices. Once contacted MOS will have no more than ten (10) minutes to place bid. If no response in allotted ten minutes, MOS will be moved to the bottom of Bid list, and placed in an appropriate open position. Exceptions to this are MOS on Duty. Accommodations will be made to ensure participation in bidding process.

There shall be an equal allotment of paramedics per squad for the Fire/EMS Divisions whenever possible, and Firefighter/Paramedics shall bid for paramedic positions only, unless there are more FF/Paramedics available to bid than are allotted FF/Paramedic positions. In this case, FF/EMT (non-Paramedic) positions may be filled by FF/Paramedics based on Department seniority. Once it is determined that the remainder of FF/Paramedics left to bid are the needed number to fill FF/Paramedics positions, no more FF/Paramedics will be allowed to bid FF/EMT (non-Paramedic) positions.

The bidding process may be amended upon mutual consent of the Fire Chief and the Rio Rancho Firefighters Association President.

Upon mutual agreement between the Fire Chief and the Rio Rancho Firefighters Association, there may be exceptions to the bid positions due to a legitimate and temporary hardship, and as such, these positions may become non-biddable.

Training Captain Bidding

Administrative MOS who are assigned to Training Captain shall bid every two years.

Bidding for these positions shall be by Promotional seniority.

If no Captains bid on the Training Captain position and/or the EMS Captain position, then the least senior Captain shall be assigned to the Training Captain position and the least senior Paramedic Captain shall be assigned to the EMS Captain position.

MOS assigned to these positions will have right of first refusal to return to an Operational position(s) if one later opens.

MOS assigned to these positions shall have a flexible schedule available through their supervisor.

Post Bid Procedures

After shift bids have been completed and MOS have been assigned shifts, any MOS who transfers from another shift at that MOS's request may not bump another MOS from his/her shift on the basis of seniority.

If an MOS is transferred at the Department's initiative, he/she may bump on the basis of seniority, providing such transfer was not disciplinary in nature. Other MOS affected by this bumping may,

in turn, bump others based on seniority.

Should a position become available on a shift after the shift bidding has taken place, the position may be filled by assignment, offered to MOS according to seniority or left vacant according to the needs of the Department.

For the purpose of providing, maintaining and securing the public safety needs to the citizens of our community, the Department shall maintain appropriate and reasonable staffing levels of public safety personnel. Staffing levels shall be authorized by the Fire Chief and established for the EMS/Fire Department. The Department will furnish written notice to the Rio Rancho Firefighter's Association President of such staffing levels.

ARTICLE 30 COMPENSATION

The City Policies and Work Rules Section 502 shall be recognized pertaining to compensation except that the salary range herein, to include the minimum and maximum, shall be adopted. There are two separate wage scales; 1) Fire Operations (2912 schedule), 2) Fire Administration (2080 schedule).

Position	Classification Tenure (Minimum)	Pay Rate	
FF/Field Training 2912 schedule	< 1 year	EMT-B	\$11.36
		A-EMT	\$11.65
		EMT-P	\$12.84
FF/Probationary 2912 schedule	< 1 year	EMT-B	\$12.84
		A-EMT	\$13.48
		EMT-P	\$14.86
Firefighter I (<i>Entry Level</i>) 2912 schedule	Following successful passing of probation	EMT-B	\$15.60
		+5% A-EMT	\$16.38
		+15% EMT-P	\$17.94
Firefighter II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Firefighter I Classification	EMT-B	\$16.90
		+5% A-EMT	\$17.75
		+15% EMT-P	\$19.44
Firefighter III (<i>Senior</i>) 2912 schedule	5 years completed in Firefighter II Classification	EMT-B	\$18.72
		+5% A-EMT	\$19.66
		+15% EMT-P	\$21.53
Engineer I (<i>Entry Level</i>) 2912 schedule	Upon Promotion/ entry into Engineer Classification		\$18.72
Engineer II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Engineer I Classification		\$19.76
Engineer III (<i>Senior</i>) 2912 schedule	3 years completed in Engineer II Classification		\$21.35
Fire Inspector I (<i>Entry Level</i>) 2080 Schedule	Upon promotion/ entry into Fire Inspector Classification		\$26.92
Fire Inspector II (<i>Mid-Level</i>) 2080 Schedule	4 years completed in Inspector I Classification		\$28.40
Fire Inspector III (<i>Senior</i>) 2080 Schedule	3 years completed in Inspector II Classification		\$30.69
Lieutenant	N/A	<i>Per current MOU – Lt. positions will receive a 5% increase above their current pay rate. If they demote, the 5% will be deducted from their current Lt. pay</i>	
Captain I (<i>Entry Level</i>) 2912 schedule	Upon promotion/ entry into Captain Classification		\$22.66
Captain II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Captain I Classification		\$24.01
Captain III (<i>Senior</i>) 2912 schedule	3 years completed in Captain II Classification		\$25.93

A comprehensive description of the career progression plan including minimum qualifications, training, and education, in addition to performance requirements and information beyond the scope of the bargaining unit will be set forth in RRRF Rules and Regulations.

All MOS shall complete all education and training requirements for their respective ranks and tiers before June 30, 2020. MOS who have not completed all education and training requirements for their respective ranks and tiers on July 1, 2020, shall be placed at the first tier they meet qualifications for, within their current rank, with the corresponding pay rate.

Interfacility EMS MOS: (2080 Schedule)

EMS Specialist	EMT-B	\$22.43
	A-EMT	\$23.55
	EMT-P	\$25.79
EMS Care Coordinator & Revenue Specialist	Min:	\$14.85
	Mid:	\$18.56
	Max:	\$22.27

Temporary Upgrades

MOS who are temporarily upgraded to a position in which they are qualified, are eligible receive a temporary stipend in the form and the amount of an additional two dollars (\$2.00) per hour for each hour worked serving in the capacity of the upgraded position.

Demotions

MOS who voluntarily or involuntarily step down one or more grades will revert to the previously held grade and pay. Any salary increase percentages received while acting in the higher capacity will be added to the previous pay rate.

Subsequent Contract Years

The City shall meet with the Association no later than March 15th of each year, to discuss the next fiscal year's budget and the availability of funds, if any, for base pay increases. The parties agree to not meet for these purposes for FY21 unless the City's proposed pay increases exceed 2%. If proposed increases exceed 2%, the parties will negotiate the difference for base pay increases.

MOS within five years of PERA retirement eligibility, and having completed 15 years of service in the department, shall receive PERA Enhancement Pay according to the following schedule:

Tier 1, Municipal Fire Plan 5 –	After 15, 16 and 17 years	\$200/month
Tier 2, Municipal Fire Plan 5 –	After 20, 21 and 22 years	*\$92.31 per pay period
Tier 2, Municipal Plan 2 –	After 25, 26 and 27 years	
Tier 1, Municipal Fire Plan 5 –	After 18, 19 and 20 years	\$400/month
Tier 2, Municipal Fire Plan 5 –	After 23, 24 and 25 years	*\$184.62 per pay period
Tier 2, Municipal Plan 2 –	After 28, 29 and 30 years	
Tier 1, Municipal Fire Plan 5 –	After 21 years until retirement	\$500/month
Tier 2, Municipal Fire Plan 5 –	After 26 years until retirement	*\$230.77 per pay period
Tier 2, Municipal Plan 2 –	After 31 years until retirement	

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

ARTICLE 31
AGREEMENT BETWEEN PARTIES

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

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

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

Economic Reopener – In recognition that the Governing Body must make an annual appropriation based upon available funds for each fiscal year, the parties agree to meet and discuss compensation by March 15 of each year for the subsequent fiscal year for the term of this contract. For FY21, the Union agrees to not meet to negotiate compensation, unless the Citywide cost-of-living-adjustment (COLA) exceeds 2.0%. If the Citywide COLA exceeds 2%, the parties agree to meet to negotiate the difference between the Citywide COLA and 2%.

Term of Agreement – This agreement shall be effective with the pay period beginning December 22, 2019 and remain in full force and effect until July 1, 2023. If the parties have not reached a new Agreement as of July 1, 2023, the existing contract will continue in full force and effect until replaced by a subsequent written agreement.

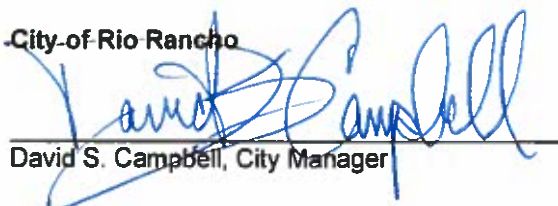
IN WITNESS WHEREOF, the parties have set their hands and seals this 13 day of DEC, 2019.

Rio Rancho Firefighter's Association
IAFF Local #4877


Chris Mandeville, President
Rio Rancho Fire Firefighters Association,
I.A.F.F. Local # 4877

Dec 13, 2019
Date

City of Rio Rancho


David S. Campbell, City Manager

12/13/19
Date

**MEMORANDUM OF UNDERSTANDING
FIRST MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT DATED
DECEMBER 22, 2019, THROUGH JULY 1, 2023, BETWEEN THE CITY OF RIO RANCHO
AND THE RIO RANCHO FIREFIGHTER'S ASSOCIATION IAFF LOCAL 4877**

This Memorandum of Understanding (MOU) is made and entered into on this 22nd day of December, 2021, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Firefighter's Association, IAFF Local 4877 (hereinafter referred to as RRFA). The collective bargaining agreement (CBA), dated December 22, 2019, is hereby amended. Together, the CITY and RRFA enter into and mutually agree to amend and replace **ARTICLE 7 – HOLIDAY and PTO PAY, section titled Holiday**, by adding a 12th holiday date, Juneteenth National Independence Day and, furthermore to clarify that holiday compensation for each member of service (MOS) shall apply and be compensable only for those non-Fire Administration MOS, who work on the actual holiday date, and not the holiday date which the Governing Body selects and approves as the City's observed holiday date. The amended and replacement language for ARTICLE 7:

ARTICLE 7 – HOLIDAY and PTO PAY, section titled Holiday, shall read:

Holiday

The following holidays shall be recognized each year.

*New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
*Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve
Christmas Day*

MOS assigned to work a 48-hours-on and 96-hours-off schedule (48/96) at the time they work on the actual holiday date, as scheduled, shall be compensated at time and one-half for all time worked on that actual holiday date. MOS who are not scheduled to work on the actual holiday date and who are called into work on the actual holiday date shall be compensated at double time for all time worked on that actual holiday date.

All MOS who work on an actual holiday date shall document and verify their time worked on that date in the City's time keeping system, ensuring to specify the actual hours worked on that actual holiday date; and thereby, they shall be compensated at time and one-half time their normal rate for the hours worked (holiday pay). MOS assigned to work a 48/96 schedule shall be compensated only at their regular rate of pay and shall not be compensated at time and one-half for any time worked on any City-observed holiday.

MOS assigned to work an administration schedule (40 hours per week) shall adhere to the City's Observed Holiday schedule as approved by the Governing Body for the above listed holidays and those MOS shall have those observed holiday dates off (actual date or Governing Body approved alternative observed date(s), as applicable) from work. Administration schedule MOS will be paid for the holiday with straight time of eight or ten hours (dependent on MOS's normal work day schedule). If MOS are not scheduled to work on the City Observed Holiday (actual date or Governing Body approved alternative observed date(s), as applicable), they shall consult their chain of command to arrange to flex their schedule to take a "floating holiday" (or "floating holidays") within the same work week as the City Observed Holiday(s). Cumulative time for that work week will be a minimum of 40 hours.

Administration MOS may be required to work some holidays (actual or Governing Body approved alternative observed date(s), as applicable) based on the needs of the department. Subject to Fire Chief's advance approval, MOS may volunteer to work on an actual or observed holiday to ensure minimum staffing when a clear and demonstrable need arises. In such cases, Administrative MOS shall be compensated at the normal rate of minimum staffing for all time worked on the actual holiday. Alternatively, if an Administrative MOS is approved to work on an observed holiday for minimum staffing, the MOS shall be compensated at straight time until 40 PERA eligible hours have been completed (regular, PTO and admin holiday hours) plus the normal rate of minimum staffing for all time worked in excess of 40 hours and one-half times their normal rate for all hours worked on the holiday (holiday pay). Thus, in such instance, those MOS shall forfeit the straight time of observed holiday pay on that day. MOS shall not receive compensation for more than the total number of holidays approved by the Governing Body each year under any circumstance.

It is expected that all FMO MOS will work July 4th unless otherwise approved for leave

In filling routine requirements during holidays, MOS with the most classification seniority, at his/her request may be granted the day off provided that the shift does not drop below minimum staffing levels. The department shall follow established procedure of bidding for PTO time annually. Department Seniority will be used to determine approval if more than one person submit requests at the same time.

Training shall not be scheduled for or conducted on holidays (actual or Governing Body approved alternative observed date(s))

****The remaining sections of ARTICLE 7 – HOLIDAY and PTO PAY remain unchanged and in effect.***

This Addendum shall remain in effect for the life of the existing CBA between the Parties.

IN WITNESS WHEREOF, both the CITY and RRFA have caused this MOU to be duly executed.

Effective Date. This MOU shall become effective December 22, 2021.

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

IN WITNESS THEREOF, both the CITY and RRFA have caused this MOU to be duly executed.

Peter Wells, Deputy City Mgr for
Peter Wells
Matthew Geisel, City Manager

12/22/21
Date

Christopher Mandeville
Christopher Mandeville, President L4877

12/22/21
Date

APPROVAL AS TO FORM:

Gregory Lauer
Gregory Lauer, City Attorney

12.22.21
Date

**MEMORANDUM OF UNDERSTANDING
SECOND MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT
DATED DECEMBER 22, 2019, THROUGH JULY 1, 2023, BETWEEN THE CITY OF RIO
RANCHO AND THE RIO RANCHO FIREFIGHTER'S ASSOCIATION IAFF LOCAL 4877**

This Memorandum of Understanding (MOU) is made and entered into on this 17th day of February, 2022, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Firefighter's Association, IAFF Local 4877 (hereinafter referred to as RRFA). The collective bargaining agreement (CBA), dated December 22, 2019, is hereby amended. Together, the CITY and RRFA enter into and mutually agree to amend and replace **ARTICLE 30 – COMPENSATION**, by reducing the classification tenure requirement by one (1) year for Firefighter II and Firefighter III tiers, to incorporate the FY22 Cost of Living Adjustment rate of 4% to all listed base pay rates, and to eliminate all reference to Interfacility Emergency Medical Service (EMS) Members of Service (MOS). The amended and replacement language for ARTICLE 30:

**ARTICLE 30
COMPENSATION**

The City Policies and Work Rules Section 502 shall be recognized pertaining to compensation except that the salary range herein, to include the minimum and maximum, shall be adopted. There are two separate wage scales; 1) Fire Operations (2912 schedule), 2) Fire Administration (2080 schedule).

Position	Classification Tenure (Minimum)	Pay Rate	
FF/Field Training 2912 schedule	< 1 year	EMT-B	\$11.81
		A-EMT	\$12.12
		EMT-P	\$13.35
FF/Probationary 2912 schedule	< 1 year	EMT-B	\$13.35
		A-EMT	\$14.02
		EMT-P	\$15.45
Firefighter I (<i>Entry Level</i>) 2912 schedule	Following successful passing of probation	EMT-B	\$16.22
		+5% A-EMT	\$17.04
		+15% EMT-P	\$18.66
Firefighter II (<i>Mid-Level</i>) 2912 schedule	3 years completed in Firefighter I Classification	EMT-B	\$17.58
		+5% A-EMT	\$18.46
		+15% EMT-P	\$20.22
Firefighter III (<i>Senior</i>) 2912 schedule	5 years completed in Firefighter II Classification	EMT-B	\$19.47
		+5% A-EMT	\$20.45
		+15% EMT-P	\$22.39
Engineer I (<i>Entry Level</i>) 2912 schedule	Upon Promotion/ entry into Engineer Classification		\$19.47
Engineer II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Engineer I Classification		\$20.55
Engineer III (<i>Senior</i>) 2912 schedule	3 years completed in Engineer II Classification		\$22.20

Fire Inspector I (<i>Entry Level</i>) 2080 Schedule	Upon promotion/ entry into Fire Inspector Classification	\$28.00
Fire Inspector II (<i>Mid-Level</i>) 2080 Schedule	4 years completed in Inspector I Classification	\$29.54
Fire Inspector III (<i>Senior</i>) 2080 Schedule	3 years completed in Inspector II Classification	\$31.92
Lieutenant	N/A	<i>Per current MOU – Lt. positions will receive a 5% increase above their current pay rate. If they demote, the 5% will be deducted from their current Lt. pay</i>
Captain I (<i>Entry Level</i>) 2912 schedule	Upon promotion/ entry into Captain Classification	\$23.57
Captain II (<i>Mid-Level</i>) 2912 schedule	4 years completed in Captain I Classification	\$24.97
Captain III (<i>Senior</i>) 2912 schedule	3 years completed in Captain II Classification	\$26.97

A comprehensive description of the career progression plan including minimum qualifications, training, and education, in addition to performance requirements and information beyond the scope of the bargaining unit will be set forth in RRFR Rules and Regulations.

All MOS shall complete all education and training requirements for their respective ranks and tiers before June 30, 2020. MOS who have not completed all education and training requirements for their respective ranks and tiers on July 1, 2020, shall be placed at the first tier they meet qualifications for, within their current rank, with the corresponding pay rate.

Temporary Upgrades

MOS who are temporarily upgraded to a position in which they are qualified, are eligible receive a temporary stipend in the form and the amount of an additional two dollars (\$2.00) per hour for each hour worked serving in the capacity of the upgraded position.

Demotions

MOS who voluntarily or involuntarily move down one or more grades shall revert to the previously held grade and pay. Any salary increase percentages received while acting in the higher capacity will be added to the previous pay rate.

Subsequent Contract Years

The City shall meet with RRFR no later than March 15th of each year, to discuss the next fiscal year's budget and the availability of funds, if any, for base pay increases. The parties agree to not meet for these purposes for FY21 unless the City's proposed pay increases exceed 2%. If proposed increases exceed 2%, the parties will negotiate the difference for base pay increases.

MOS within five years of PERA retirement eligibility, and having completed 15 years of service in the department, shall receive PERA Enhancement Pay according to the following schedule:

Tier 1, Municipal Fire Plan 5 –	After 15, 16 and 17 years	\$200/month
Tier 2, Municipal Fire Plan 5 –	After 20, 21 and 22 years	*\$92.31 per pay period
Tier 2, Municipal Plan 2 –	After 25, 26 and 27 years	
Tier 1, Municipal Fire Plan 5 –	After 18, 19 and 20 years	\$400/month
Tier 2, Municipal Fire Plan 5 –	After 23, 24 and 25 years	*\$184.62 per pay period
Tier 2, Municipal Plan 2 –	After 28, 29 and 30 years	
Tier 1, Municipal Fire Plan 5 –	After 21 years until retirement	\$500/month
Tier 2, Municipal Fire Plan 5 –	After 26 years until retirement	*\$230.77 per pay period
Tier 2, Municipal Plan 2 –	After 31 years until retirement	

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

This Addendum shall remain in effect for the life of the existing CBA between the Parties.

IN WITNESS WHEREOF, both the CITY and RRFA have caused this MOU to be duly executed.

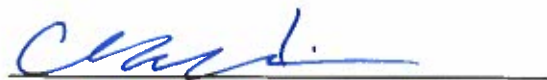
Effective Date. This MOU shall become effective February 17, 2022.

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

IN WITNESS THEREOF, both the CITY and RRFA have caused this MOU to be duly executed.


Matthew Geisel, City Manager

16 Feb - 2022
Date


Christopher Mandeville, President L4877

Feb 16, 2022
Date

APPROVAL AS TO FORM:


Gregory Lauer, City Attorney

02.17.22
Date

**MEMORANDUM OF UNDERSTANDING
THIRD MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT DATED
DECEMBER 22, 2019, THROUGH JULY 1, 2023, BETWEEN THE CITY OF RIO RANCHO
AND THE RIO RANCHO FIREFIGHTER'S ASSOCIATION IAFF LOCAL 4877**

This Memorandum of Understanding (MOU) is made and entered into on this 17th day of February 2023, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Firefighter's Association, IAFF Local 4877 (hereinafter referred to as RRFA). The collective bargaining agreement (CBA), dated December 22, 2019, is hereby amended. Together, the CITY and RRFA enter into and mutually agree to amend and replace **ARTICLE 5 – REGULAR OVERTIME AND COMPENSATORY TIME**, section titled, "Compensatory Time" in its entirety as follows:

Compensatory Time

The MOS shall submit a compensatory time request form to document their intent to accumulate compensatory time in lieu of paid overtime and submit it through the chain of command to the Fire Chief (or designee) for approval. The approved method will remain in effect until a new request is submitted and approved to the contrary.

MOS may use their accumulated compensatory time as time off with pay when approved by their supervisor according to department rules and regulations. However, time off shall not be approved when it unduly disrupts the normal operations of the City.

All accrued Compensatory Time will be paid out in a lump sum annually on the last paycheck of the fiscal year, subject to availability of funds. All accrued Compensatory Time shall also be paid out prior to any non-temporary pay change. In both cases, the Compensatory Time balance shall be paid out at the hourly rate of pay for which the balance was earned.

MOS may submit requests for emergency compensatory payout at any time, justifying their requests. These situations are evaluated on a case-by-case basis, must be approved by the Fire Chief and HR Director, and are subject to the availability of funds.

On an incidental basis, and for exceptional reasons, MOS may also submit a written request for City Manager consideration to retain a Compensatory Time balance and forego automatic payout when there is a non-temporary pay change. Such exceptions must be requested and approved in advance of the effective pay change.

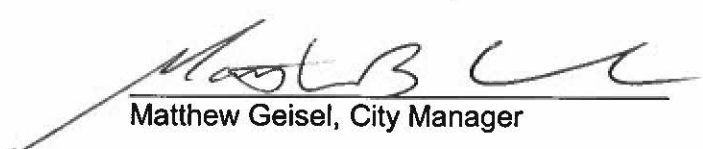
This Addendum shall remain in effect for the life of the existing CBA between the Parties.

IN WITNESS WHEREOF, both the CITY and RRFA have caused this MOU to be duly executed.

Effective Date. This MOU shall become effective February 26, 2023.

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

IN WITNESS THEREOF, both the CITY and RRFA have caused this MOU to be duly executed.


Matthew Geisel, City Manager

21-Feb-2023
Date

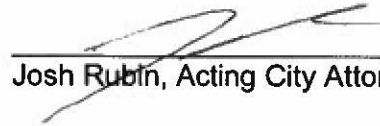


Christopher Mandeville, President L4877

17 Feb 23

Date

APPROVAL AS TO FORM:



Josh Rubin, Acting City Attorney

2/21/23

Date



CITY OF RIO RANCHO COVER PAGE

Legislation Item: R110

AGENDA DATE:

September 14, 2023

DEPARTMENT:

Administration

SUBJECT:

R110, Resolution Authorizing a Budget Adjustment to Fund Rio Rancho Firefighter's Association Collective Bargaining Agreement

BACKGROUND AND ANALYSIS:

This Resolution is contingent upon the Governing Body, at its September 14, 2023 meeting, providing advice and consent for the City's new Collective Bargaining Agreement with the Rio Rancho Firefighter's Association spanning September 24, 2023, through June 30, 2027.

Based on the Governing Body's consent of the new Collective Bargaining Agreement, a budget adjustment is necessary to fund the costs associated with the new agreement, approximately \$600,277.74, in the current fiscal year (FY 24).

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

IMPACT:

Implementation of the new Collective Bargaining Agreement, and approval of this Resolution, is estimated to add approximately \$600,277.74 of additional payroll costs in FY 24, which will be recurring thereafter. The projected expenses will be accounted for in the City's General Fund Budget using existing resources and projected revenue levels.

The effective date of the agreement (and start of new rates of pay) will be September 24, 2023.

Please note, a 5 percent cost-of-living adjustment approved by the Governing Body for all employee groups, subject to collective bargaining where applicable, in July 2023 at the beginning of the new fiscal year (FY 24) was factored into the new rates of pay for Rio Rancho Firefighter's Association members, effective September 24, 2023. As a result, association members did not receive a 5 percent cost-of-living adjustment at the beginning of the new fiscal year, July 2023, similar to other employee groups.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

City Administration and the Rio Rancho Firefighter's Association recommend approval of the Resolution.

ATTACHMENT: [Resolution](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO FUND RIO RANCHO
FIREFIGHTER'S ASSOCIATION COLLECTIVE BARGAINING AGREEMENT**

WHEREAS: at its September 14, 2023 meeting, the Governing Body provided advice and consent for the City's new Collective Bargaining Agreement with Rio Rancho Firefighter's Association spanning September 24, 2023, through June 30, 2027; and

WHEREAS: based on the Governing Body's consent of the new Collective Bargaining Agreement, a budget adjustment is necessary to fund the costs associated with the new agreement in the current Fiscal Year (FY 24); and

WHEREAS: a budget adjustment is necessary to expend 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		\$23,057,588	\$0	\$600,278	\$22,457,310
101-6530-423-1027 Other Pay		\$103,643	\$600,278	\$0	\$703,921
Total Expense		\$23,161,231	\$600,278	\$600,278	\$23,161,231

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)