

**MEMORANDUM OF UNDERSTANDING  
EIGHTH MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT DATED MAY  
28 2014, TO JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND THE RIO RANCHO  
POLICE AND COMMUNICATIONS ASSOCIATION**

This Memorandum of Understanding is made and entered into on this 4th day of November, 2015, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Police and Communications Association (hereinafter referred to as RRPCA). The collective bargaining agreement dated May 28<sup>th</sup>, 2014, is hereby amended as follows:

Together, the City and the RRPCA enter into and mutually agree:

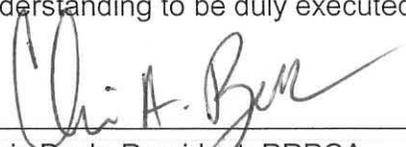
Article 5 (B.) Regular Overtime-will be amended as follows:

3. When a supervisor authorizes an MOS to work beyond their regularly scheduled shift (including time before and after a scheduled shift), the MOS shall be paid the appropriate overtime rate as follows:
  - a. 911 Communications, Booking Officers, and Evidence Technician's rate of pay shall be straight time up to and including the 40<sup>th</sup> hour of work within the workweek and time and one-half after the 40<sup>th</sup> hour except those hours covered by 3.a.1.
    1. Communications workers who are held over past a ten hour shift on the same day they are working with less than two weeks' notice, will receive double their hourly rate.

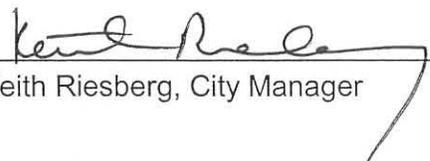
**Effective Date.** This MOU will be effective November 4th, 2015.

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

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

  
\_\_\_\_\_  
Chris Beck, President, RRPCA

Date 11/18/15

  
\_\_\_\_\_  
Keith Riesberg, City Manager

Date 11/5/15

Approval as to form:

  
\_\_\_\_\_  
Jennifer Vega-Brown, City Attorney

Date 10/4/2015

**MEMORANDUM OF UNDERSTANDING**  
**SEVENTH MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT DATED**  
**MAY 28 2014, TO JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND THE RIO RANCHO**  
**POLICE AND COMMUNICATIONS ASSOCIATION**

This Memorandum of Understanding is made and entered into on this 30<sup>th</sup> day of September, 2015, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Police and Communications Association (hereinafter referred to as RRPCA). The collective bargaining agreement dated May 28<sup>th</sup>, 2014, is hereby amended as follows:

Together, the City and the RRPCA enter into and mutually agree:

Article 5 (D.3).-Overtime and Recall for 911 Communication's MOS-Procedures-will be amended as follows:

3. If overtime assignments are not filled voluntarily by seniority, then they shall be filled by reverse seniority.

(a.) When minimum staffing levels are compromised IE: MOS using sick leave, staffing levels will be filled by lowest seniority, to highest seniority by MOS on duty, after utilizing the standard recall process. (This simply means that a code red will be sent out, if no one takes the overtime, then the person working on shift with the lowest seniority will be forced to stay.)

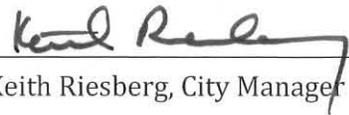
**Effective Date.** This MOU will be effective September 30, 2015.

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

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

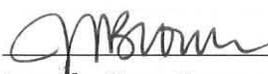
  
\_\_\_\_\_  
Chris Beck, President, RRPCA

10/5/15  
Date

  
\_\_\_\_\_  
Keith Riesberg, City Manager

10/11/15  
Date

Approval as to form:

  
\_\_\_\_\_  
Jennifer Vega-Brown, City Attorney

9/29/2015  
Date

**MEMORANDUM OF UNDERSTANDING  
SIXTH MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT  
DATED MAY 28, 2014, TO JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND  
THE RIO RANCHO POLICE AND COMMUNICATIONS ASSOCIATION**

This Memorandum of Understanding is made and entered into on this 20th day of February, 2015, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Police and Communications Association (herein after referred to as RRPCA). The collective bargaining agreement dated May 28, 2014, is hereby amended as follows:

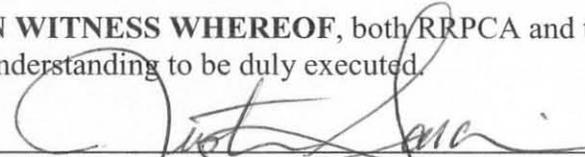
Together, the City and RRPCA enter into and mutually agree:

1. A new placement level grade, C5, will be created and added to Article 35(C). The rate of pay for the C5 placement level grade will include an hourly minimum rate of \$ 13.47, mid-point of \$16.84, and maximum of \$20.20.
2. The position of Public Service Aide, will be placed within placement level grade C5.

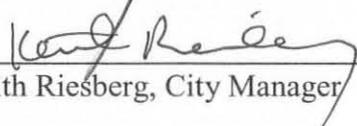
**Effective Date.** This MOU will be effective February 20, 2015.

**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 WHEREOF**, both RRPCA and the CITY have caused this Memorandum of Understanding to be duly executed.

  
\_\_\_\_\_  
Justin L. Garcia, President, RRPCA

3/24/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Keith Riesberg, City Manager

3/27/15  
\_\_\_\_\_  
Date

APPROVAL AS TO FORM:

  
\_\_\_\_\_  
Jennifer Vega-Brown, City Attorney

3/27/2015  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
FIFTH MODIFICATION AMENDING THE COLLECTIVE BARGAINING  
AGREEMENT DATED JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND  
THE RIO RANCHO POLICE AND COMMUNICATIONS ASSOCIATION.**

This Memorandum of Understanding is made and entered into on this 20<sup>th</sup> day of February, 2015, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Police and Communications Association (hereinafter referred to as RRPCA). The collective bargaining agreement dated May 28<sup>th</sup>, 2014, is hereby amended as follows:

Together, the City and the RRPCA enter into and mutually agree:

1. The current testing process (Article 15) will be amended to create new testing procedures for the position of Communications Shift Supervisor. The new testing process shall be as follows:

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

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

b. Have 5 years' experience as a dispatcher and five years of continuous service with the Department, and:

c. Meet and/or pass the following:

1) A validated written examination. The examination shall be scored as normal and is worth 40% of the total score.

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

(a) Include at least one skill assessment.

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

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

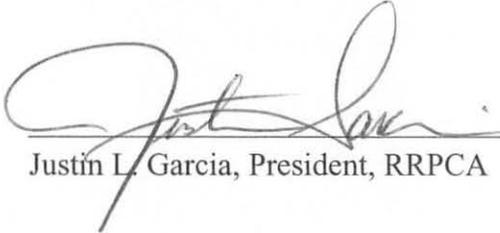
3) MOS shall complete all phases of the testing process for overall scoring.

**Effective Date.** This MOU will be effective immediately.

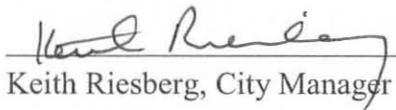
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3/21/15  
pg 1/2

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

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

  
Justin L. Garcia, President, RRPCA

3/24/15  
Date

  
Keith Riesberg, City Manager

3/27/15  
Date

Approval as to form:

  
Jennifer Vega-Brown, City Attorney

3/27/2015  
Date

*pg 2/2*

**MEMORANDUM OF UNDERSTANDING  
FOURTH MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT  
DATED JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND THE RIO RANCHO  
POLICE AND COMMUNICATIONS ASSOCIATION.**

This Memorandum of Understanding is made and entered into on this 20<sup>th</sup> day of February, 2015, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Police and Communications Association (hereinafter referred to as RRPCA). The collective bargaining agreement dated May 28<sup>th</sup>, 2014, is hereby amended as follows:

Together, the City and the RRPCA enter into and mutually agree:

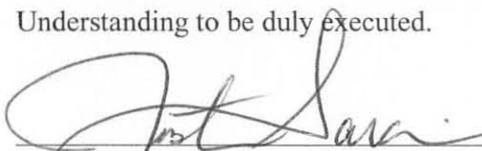
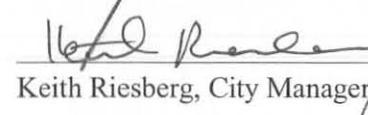
1. The current placement chart (article 35) will be amended to create new base salary rates for Call-Takers, Dispatchers, and Shift Supervisor. The new base salaries for these classifications shall be as follows:

<u>Classification</u>	<u>Base Hourly Rate</u>
Call-Taker	12.50
Dispatcher	15.64
Dispatch Shift Spvr.	20.00

**Effective Date.** This MOU will be effective October 15, 2014

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

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

 Justin L. Garcia, President, RRPCA	<u>3/24/15</u> Date
 Keith Riesberg, City Manager	<u>3/27/15</u> Date

Approval as to form:

 Jennifer Vega-Brown, City Attorney	<u>3/27/15</u> Date
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**Placement Level Chart**

Communications Division											
Hourly rate - average annual work hours are 2,080											
Grade	Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	
C1	Call Taker	12.50	13.43	13.97	14.52	15.11	15.71	16.34	16.98		
C2	Dispatcher	15.64	16.12	16.76	17.43	18.14	18.85	19.60	20.39		
C3	Dispatch Shift Spvr					20.00	20.67	21.46	22.29	23.14	

**MEMORANDUM OF UNDERSTANDING  
THIRD MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT  
DATED MAY 28, 2014, TO JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND  
THE RIO RANCHO POLICE AND COMMUNICATIONS ASSOCIATION**

This Memorandum of Understanding is made and entered into on this 13th day of January, 2015, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Police and Communications Association (herein after referred to as RRPCA). The collective bargaining agreement dated May 28, 2014, is hereby amended as follows:

Together, the City and RRPCA enter into and mutually agree:

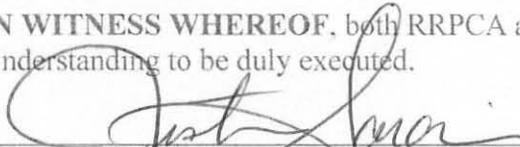
1. The current placement chart (Article 35) will be amended to create new base salary rates for Police Officers (PS2), Corporal (PS3), and Sergeant (PS4). The new base salaries for these classifications shall be as follows:

<u>Classification</u>	<u>Base Hourly Rate</u>
Police Officer (PS2)	\$20.00
Corporal (PS3)	\$23.00
Sergeant (PS4)	\$26.40

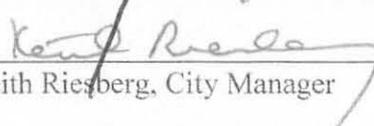
**Effective Date.** This MOU will be effective October 15, 2014.

**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 WHEREOF,** both RRPCA and the CITY have caused this Memorandum of Understanding to be duly executed.

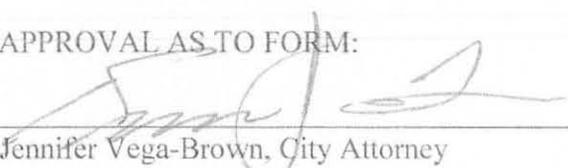
  
Justin L. Garcia, President, RRPCA

3/20/15  
Date

  
Keith Riesberg, City Manager

1/14/15  
Date

**APPROVAL AS TO FORM:**

  
Jennifer Vega-Brown, City Attorney

1/12/15  
Date

**MEMORANDUM OF UNDERSTANDING  
SECOND MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT  
DATED MAY 28, 2014, TO JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND  
THE RIO RANCHO POLICE AND COMMUNICATIONS ASSOCIATION**

This Memorandum of Understanding is made and entered into on this 4th day of August, 2014, by and between the City of Rio Rancho (hereinafter referred to as the "CITY"), and the Rio Rancho Police and Communications Association (herein after referred to as RRPCA). The collective bargaining agreement dated May 28, 2014, is hereby amended as follows:

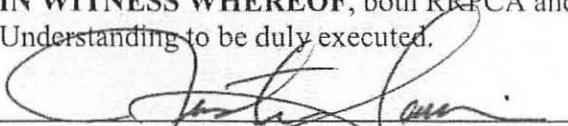
Together, the City and RRPCA enter into and mutually agree:

1. A new placement level grade, C4, will be created and added to Article 35(C). The rate of pay for the C4 placement level grade will include an hourly minimum rate of \$ 18.05, mid-point of \$22.56, and maximum of \$27.07.
2. The position of Crime Analyst, will be placed within placement level grade C4.

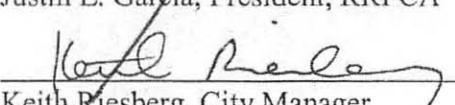
**Effective Date.** This MOU will be effective August 4, 2014.

**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 WHEREOF,** both RRPCA and the CITY have caused this Memorandum of Understanding to be duly executed.

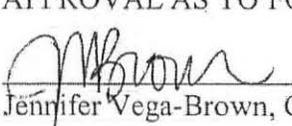
  
Justin L. Garcia, President, RRPCA

8/13/14  
Date

  
Keith Riesberg, City Manager

8/25/14  
Date

APPROVAL AS TO FORM:

  
Jennifer Vega-Brown, City Attorney

8/21/2014  
Date

**MEMORANDUM OF UNDERSTANDING  
FIRST MODIFICATION AMENDING THE COLLECTIVE BARGINING AGREEMENT DATED  
MAY 28, 2014 TO JUNE 30, 2017, BETWEEN THE CITY OF RIO RANCHO AND THE RIO  
RANCHO POLICE AND COMMUNICATIONS ASSOCIATION**

This Memorandum of Understanding (MOU) is made and entered into this 30th day of June, 2014, by and between the City of Rio Rancho (hereinafter referred to as CITY), and the Rio Rancho Police and Communications Association (hereinafter referred to as RRPCA). The Collective Bargaining Agreement dated May 28, 2014 is hereby amended as follows:

WHEREAS, the parties agree that the performance of this MOU is in their best interest, that undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU; and

NOW, THEREFORE, in consideration of the premises and mutual obligations set forth herein, the parties agree as follows:

1. The CITY shall serve as the fiscal agent for all funding received. As the fiscal agent, the City shall disseminate funding as follows:
  - a. The CITY agrees to include a stipend for the Traffic Section, Motor Unit under Article 35.
  - b. **Current to Article 35 Subsection D:** Detective positions are considered a lateral transfer with a stipend attached to their base salary. Upon leaving a Detective position, the MOS shall be placed back into the officer placement level.
  - c. **Current to Article 35 Subsection E:** The Special Services Units within CID are considered a lateral transfer with a 5% stipend attached to their base salary. Upon Leaving the position, the MOS shall be placed back into the officer placement level
  - d. **Addition to Article 35 Subsection F:** The Traffic Section, Motor Units are considered a lateral transfer with a 5% stipend attached to their base salary. Upon leaving the position, the MOS shall be placed back into the officer placement level.
2. The CITY agrees to change Article 33, Section E to remove "motorcycle unit" from the Hazardous Duty pay.
3. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.
4. By entering into this MOU, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, both RRPCA and the CITY have caused the Memorandum of Understanding to be duly executed.

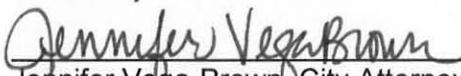
  
\_\_\_\_\_  
Keith Riesberg, City Manager

6/27/14  
Date

  
\_\_\_\_\_  
Justin L. Garcia, RRPCA President

7/1/14  
Date

APPROVAL AS TO FORM:

  
\_\_\_\_\_  
Jennifer Vega-Brown, City Attorney

6/25/2014  
Date