

MEMORANDUM OF UNDERSTANDING

NINTH 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 8th day of March, 2016, 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 (herein after referred to as the CBA), dated May 28, 2014, is hereby amended as follows:

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

1. The current classification structure for Police Officers and Sergeants will be amended to create a career progression program within such classifications. This structure for Police Officer and Sergeant classifications is outlined below and will be inserted into the CBA as Appendix A:

CLASSIFICATION TITLE	TENURE YEARS OF EXPERIENCE	TRAINING REQUIREMENTS	PERFORMANCE/COMPETENCY RATING	SKILLS/KNOWLEDGE/ABILITIES
Police Officer 2nd Class	0-1.5 years	Graduation from NMLEA Academy/ NM State Certification	Passing performance ratings/DORs during FTO process	Basic Law Enforcement Training
Police Officer 1st Class	1.5-5 years	50 hours Advanced Training Level Approved Classes/10 hours V- Academy (non-Biennium) or other Approved Webinar Training	Overall Rating Average Score of 3 or above (Competent Profile) No more than 1 Individual Dimension Rating of 2 or less (Needs Improvement or Unsatisfactory Rating)	*Advanced Officer Preparation 3 Skill Sets (IE: CIT, Field Training Officer, Instructor Certifications, Traffic, Criminalistics, Investigation Prerequisites, etc.) *Participation in Department Committees, Event Planning, Association Leadership, Commissions, Boards, Explorer Scouts etc.

Advanced Officer	5-10 years	60 hours Advanced Training Level Classes/15 hours V-Academy (Non Biennium) or other Approved Webinar Training	Overall Rating Average Score of 3.25 or above (Competent to Exemplary Profile)	*2 Skill Sets (IE: Advanced CIT, CNT, DRE, ATV, Firearms Instructor, Defensive Tactics Instructor, EVOG Instructor and Basic Supervisory/Leadership Training, etc.) *Participation in Department Committees, Event Planning, Association Leadership, Commissions, Boards, Explorer Scouts etc.
Senior Officer	10-14 years	40 hours Advanced Training Classes/10 hours V-Academy (Non-Biennium) or other Approved Webinar Training	Overall Rating Average Score of 3.5 or above (Competent to Exemplary Profile) No Individual Dimension Rating of 2 or less (Needs Improvement or Unsatisfactory Rating)	*Supervisory/Management/Leadership Courses, Advanced or Higher Level Law Enforcement Officer Training Courses (IE: CIT/CNT Instructor, Master Instructor Certifications, etc.) *Documented Acting Supervisory Experience, etc. **Participation in Department Committees, Event Planning, Police Association Leadership, Commissions, Boards, Explorer Scouts etc.
Master Officer II	14-18 years	40 hours Advanced Training Classes, 10 hours V-Academy (Non-Biennium) or other Approved Webinar Training	Overall Rating Average Score of 3.75 or above (Competent to Exemplary Profile) No Individual Dimension Rating of 2 or less (Needs Improvement or Unsatisfactory Rating) Superior Rating in at least 1 Dimension	*Advanced Training in Supervisory or Specialty Skills. Basic Leadership Training/Workshops, Formal Higher Education (Associate's Degree) *Documented Acting Supervisory Experience *Participation in Department Committees, Event Planning, Community/Civic Organizations, Police Association Leadership, Commissions, Boards, Explorer Scouts etc.
Master Officer I	18 years and over	10 hours Advanced Training Classes annually with Leadership Focus/10 hours V-Academy (Non Biennium) or Approved Webinar Training	Overall Rating Average Score of 4.0 or above (Competent to Exemplary Profile) Superior Ratings in 1-2 Dimensions	*Leadership Training, Formal Higher Education (Bachelor's Degree) **Participation in Department Committees, Event Planning, Community/Civic Organizations, Police Association Leadership, Commissions, Boards, Explorer Scouts etc.

CLASSIFICATION TITLE	TENURE/YEARS IN RANK	TRAINING REQUIREMENTS	PERFORMANCE/COMPETENCY RATING	SKILLS/KNOWLEDGE/ABILITIES
Sergeant	0-5 years in rank	50 hours Approved Supervisory Development Training (RRPD Certification)/10 hours V- Academy (non-Biennium) or other Approved Webinar Leadership Based Trainings	Overall Rating Average Score of 3.5 or above (Competent to Exemplary Profile) No more than 1 Individual Dimension Rating of 2 or less (Needs Improvement or Unsatisfactory Rating)	*Advanced & Senior Officer Prerequisites. 3 Skill Sets (IE: CIT, Field Training Officer, Instructor Certifications, Traffic, Criminalistics, Investigation Prerequisites, etc.) *Participation in Department Committees, Event Planning, Association Leadership, Commissions, Boards, Explorer Scouts etc.
Master Sergeant	5-10 years in rank	50 hours Advanced Training/Supervisory Level/Management Approved Classes/10 hours V- Academy (non-Biennium) or other Approved Webinar Leadership Based Trainings	Overall Rating Average Score of 3.75 or above (Competent to Exemplary Profile) No individual Dimension Ratings less than a 3 Superior Rating in at least 1 Dimension	*Master Officer Prerequisites. 2 Skill Sets (IE: Advanced CIT, CNT, DRE, ATV, Firearms Instructor, Defensive Tactics Instructor, EVOG Instructor and Basic Supervisory/Leadership Training, etc.) *Participation in Department Committees, Event Planning, Association Leadership, Commissions, Boards, Explorer Scouts etc. Sergeant Experience in 2 different capacities (IE: Patrol, Traffic, SWAT, Training and Recruiting, etc.)
Senior Master Sergeant	10 or more years in rank	50 hours Advanced Training/Supervisory/Management , Leadership Level Classes/15 hours V-Academy (Non Biennium) or other Approved Webinar Leadership Based Trainings	Overall Rating Average Score of 4.0 or above (Competent to Exemplary Profile) Superior Rating in at least 2 Dimensions	*2 Skill Sets (IE: Advanced CIT, CNT, DRE, ATV, Firearms Instructor, Defensive Tactics Instructor, EVOG Instructor and Basic Supervisory/Leadership Training, etc.) *Participation in Department Committees, Event Planning, Association Leadership, Commissions, Boards, Explorer Scouts etc. *Sergeant Experience in 3 different capacities (IE: Patrol, Traffic, SWAT, Training and Recruiting, etc.) * Experience as Acting Lieutenant

The City is currently developing a compensation structure to accompany this classification structure, which will be implemented subject to funding.

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.

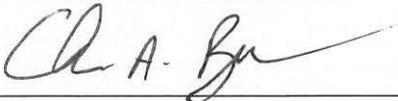
City of Rio Rancho, New Mexico



Keith Riesberg, City Manager

3/14/16

Date



Chris A. Beck, RRPCA President

3/15/16

Date

Approval as to form:



Jennifer Vega-Brown, City Attorney

3/8/2016

Date

**MEMORANDUM OF UNDERSTANDING
TENTH 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 8th day of March, 2016, 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 28th, 2014, is hereby amended as follows:

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

Article 15 Promotions and Transfers-will be amended as follows:

ARTICLE 15

PROMOTIONS AND TRANSFERS

- A. The Department shall continue to offer promotions on an equal opportunity basis.

- B. The Department shall maintain a fair and impartial promotional examination and transfer process to the ranks and positions including Lieutenant, Sergeant, PIO, Corporal (as long as the corporal position is still a valid promotional position), Detective, Communications Supervisor and Communications Shift Supervisor. The Department may elect to utilize an outside company to conduct the testing, it shall be approved and assisted by the chief of police/or his designees and certified to conduct such business in a fair and impartial manner.
 - 1. There will be three different types of examination processes.
 - a. A supervisory process that results in an increase in grade and salary. This will include a written examination, assessment(s), and oral board review.
 - b. A non-supervisory process that results in an increase in grade and salary. This will include assessment(s) and oral board review.
 - c. A transfer process that does not result in an increase in grade and salary. This may include assessment(s) but will include at least an oral board review.
 - 2. Bargaining unit MOS may only be promoted within their own job specialty, to include: Law Enforcement and Communications. This provision is not intended to include command MOS that oversee a specific Division, Bureau, Unit or Function.

3. The Chief shall have the authority to temporarily upgrade any MOS into any transferred or promoted position when such vacancy exists provided that MOS is qualified to fill the position as set forth in the Career Development program. Short term upgrades of less than a 40 hour duration will not be compensated other than documented credit for the time the MOS served in an acting capacity in the upgraded position. Upgrades of 40 hours or more will also receive documented credit for the time served and will also be authorized to be compensated at the minimum pay rate for the time served in the acting capacity for the upgraded position.
- C. When the Department has authorization for a promotional position, and such position is available to be filled, the Chief will promote. The process for scoring and weighting shall be posted prior to accepting letters of intent, and the weighted average shall be used during the final scoring process. These standards shall minimally include:
1. The most recent performance appraisal that at least "meets expectations" where there are no performance criteria graded as "unsatisfactory" or no more than three "needs improvement";
 2. A disciplinary file that does not include demotion for the last two years (not to include a reduction in rank from a temporary exempt rank, spot promotion or other temporary promotion) or suspension for the last two years.
 3. For promotion to a sergeant position, the MOS shall meet all of the following criteria:
 - a. The MOS shall be non-probationary starting on the beginning day of the testing process, and;
 - b. Have (1) one year's experience as a corporal, or the MOS shall have 5 years of full time salaried law enforcement experience with the Department or the equivalent conversion of such as a lateral transfer per Department Policy. (i.e. 2 for 1 conversion, 10 years with another certified law enforcement agency would convert to 5 years placement with RRPD, making that MOS eligible to test for promotion.), and;

MOS shall have achieved career development classification of at least Advanced Officer (5 years) Educational Incentive: Officers with the following college degrees during their interim periods in any career development classification will receive credit for a reduction in the required time in grade classifications needed to achieve the next higher classification. This can only be applied once for each degree earned while in the grade. For example: (Time Credit) Associates Degree= 6 months, Bachelor's Degree= 1 year and Master's Degree= 1.5 years. This benefit is in lieu of college incentive pay stipends.
 - c. Meet and/or pass the following:
 - I.) A validated written examination.
 - II.) An MOS must have a minimum score of 60%, or as otherwise indicated, on the exam in order to proceed to the assessment board.

- III.) The examination is worth 30% of the total score.
- IV.) An assessment review board composed of two MOS from within the Department and three personnel from other entities, or a board set up by an outside company testing procedure. In either case the testing procedure will be clearly stated when exams are offered. The Chief may use MOS in lieu of other personnel on the assessment review board when extenuating circumstances exist. The assessment shall:
 - (a) Include at least one skill assessments.
 - (b) Have the highest and lowest individual assessor scores not included in the overall score. Average score of a minimum of 3 assessors.
 - (c) Be worth 50% of the total score.
 - (d) MOS must pass each assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.
- V.) The final phase will consist of a Personal Inventory and Review process consisting of 4 separate categories with a maximum score of up to 20 points, all in accordance with the Career Development program.

4. For promotion to a lieutenant position, 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 held the position of a sergeant, during the last two consecutive years within the Department and have seven years of service with the Department, and:
- c. Meet and/or pass the following:
 - I.) A validated written examination. An MOS must have a minimum score of 60% on the exam in order to proceed to assessment board. The examination is worth 30% of the total score.
 - II.) An assessment board composed of two MOS from within the Department and three personnel from other entities or a board set up by an outside company testing procedure. In either case the testing procedure will be clearly stated when exams are offered. The Chief may use MOS in lieu of other personnel on the assessment board when extenuating circumstances exist. The assessment shall:
 - (a) Include all skill assessments.

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

(c) The assessment board is worth 50% of the total score.

(d) MOS must pass each assessment phase with a minimum of 65% to move on to the next phase. MOS who do not meet the 65% minimum shall be dropped from the process.

(e) Chief's panel which will include the following three components: review of the MOS file, review of performance evaluations, and consideration of education level. The Chief's panel is worth 20% of the total score.

(6-7 for Communications, no changes.)

5. After the administration of the written examination, the Chief may reduce the minimum passing score to fill available positions. If the score is reduced by 5% and there are still no candidates that meet the new reduced standard, then the written test shall be re-administered.
 6. For non-supervisory positions that include an increase in pay or grade, such as PIO, the MOS shall be non-probationary and submit to assessment(s) and an assessment board process to be approved by the Chief.
 7. For non-supervisory positions that do not include an increase in grade but may include additional compensation for on-call status, such as traffic unit, detective, or special services unit the MOS shall be non-probationary and submit to at least an assessment board process to be approved by the Chief.
 8. For positions that do not include an increase in pay or grade, such as SWAT, the MOS shall be non-probationary and submit to at least an assessment board process to be approved by the Chief.
 9. When there is a pending vacancy, the testing shall be conducted at least 30 days after study materials are posted but no later than 60 days.
- D.** After the testing process, the candidates shall be placed in ranking order. The Chief shall select one MOS from among the three best-qualified candidates based on the total outcome of objective standards and testing. The remaining candidates shall be placed on a list in ranking order, and the rule of three shall apply for each promotion.
1. The Chief may make the selection based on the following criteria:
 - a. Review of the MOS's personnel file,
 - b. Performance evaluation review
 - c. Length of service,
 - d. Training and education, and

- e. Other criteria deemed by the Chief to be relevant.

- 2. The candidate list shall be posted for at least eighteen months, and it may be extended for an additional six months. An MOS receiving administrative sanctions while on a promotional list may be removed from the list.

- 3. If more than one position is to be filled at the same time then the seniority procedures as outlined in Article 8 will be used for the appropriate ranking.

Effective Date. This MOU will be effective March 8, 2016.

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.

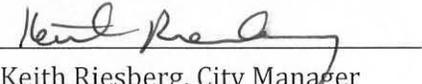
IN WITNESS WHEREOF, both RRPCA and the CITY have caused this Memorandum of Understanding to be duly executed.



Chris Beck, President, RRPCA

3/15/16

Date

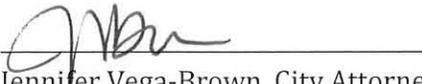


Keith Riesberg, City Manager

3/14/16

Date

Approval as to form:



Jennifer Vega-Brown, City Attorney

3/8/16

Date

MEMORANDUM OF UNDERSTANDING
ELEVENTH 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
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This Memorandum of Understanding is made and entered into on this 8th day of March, 2016, 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 28th, 2014, is hereby amended as follows:

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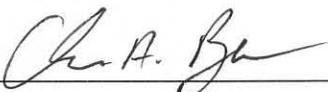
Article 13 (A.) Use of Force-will be amended as follows:

- A. The Department Standards and Procedures governing the use of force shall be followed.

Effective Date. This MOU will be effective March 8, 2016.

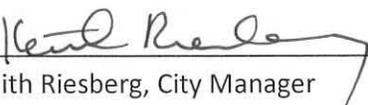
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Chris Beck, President, RRPCA

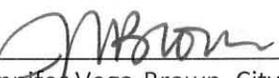
3/15/16
Date



Keith Riesberg, City Manager

3/14/16
Date

Approval as to form:



Jennifer Vega-Brown, City Attorney

3/8/2016
Date