

**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 12<sup>th</sup> 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 4<sup>th</sup> 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