

**MEMORANDUM OF UNDERSTANDING
SECOND MODIFICATION AMENDING THE COLLECTIVE BARGAINING AGREEMENT
DATED February 5, 2019, THROUGH June 30, 2022 BETWEEN THE CITY OF RIO RANCHO AND
THE RIO RANCHO POLICE AND DISPATCHER ASSOCIATION**

This Memorandum of Understanding ("MOU") is entered into this 25th day of August, 2021, by and between the Rio Rancho Police and Dispatcher Association ("RRPDA") and the City of Rio Rancho ("City"), together referred to as the "Parties."

The City is seeking a temporary alternate work schedule and overtime compensatory agreement applicable for the time period during the upcoming bid which runs from September 13, 2021, through March 06, 2022. The terms of this temporary schedule are intended to serve as a trial period for the parties to assess what, if any changes, may be appropriate to implement permanently going forward. All terms of this MOU shall expire, and the parties shall revert to the original language in the CBA, effective March 07, 2022 unless otherwise mutually agreed upon in writing.

1. The existing language from Article 04- Work Schedules and Pay Period, Section F, Part 1, which states, "Workday - The normal workday for the 911 Communications Division shall be ten hours." shall be replaced with the following text:

Workday - The normal workday for the 911 Communications Division during September 13, 2021, thru March 06, 2022, shall be eight (8) hours.

2. Article 04- Work Schedules and Pay Period, Section F, Part 2, which states, "Workweek - A normal scheduled workweek shall consist of four consecutive days and total 40 hours, however, under Section 270(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 work hours. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later. However, for weekend night shifts the workweek will begin on Monday at 0600 hours and end seven consecutive 24-hour periods later." shall be replaced with the following text:

Workweek - A normal scheduled workweek shall consist of five (5) consecutive days and total 40 hours, however, under Section 270(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 work hours. The workweek will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later. However, for weekend night shifts, the workweek will begin on Monday at 0600 hours and end seven consecutive 24-hour periods later.

3. Article 05- Regular Overtime and Compensatory Time, Section B, Part 3.a.1, which states, "Communications employees who are held over past a ten-hour shift on the same day they are working, will receive double their hourly rate." shall be replaced with the following text:

Communications employees who are held over past an eight-hour shift on the same day they are working, will receive double their hourly rate.

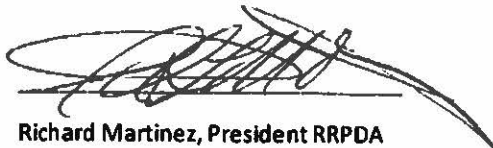
4. Article 05- Regular Overtime and Compensatory Time, Section D, Part 3, which states "If overtime assignments are not filled voluntarily by Department seniority, then they shall be filled by reverse Department seniority. When minimum staffing levels are compromised IE: MOS using sick leave, staffing levels will be filled by lowest Department seniority, to highest Department 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 Department seniority will be held over.)" shall be replaced with the following text:

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

When minimum staffing levels are compromised IE: MOS using sick leave, staffing levels will be filled after utilizing the standard recall process. This simply means that a code red/Aladtec notification will be sent out. If no one takes the overtime, by order of seniority, the on-duty MOS will be offered the first one-half (1/2) of the vacated shift. If the first one-half (1/2) vacancy still exists, staffing levels will be filled by lowest Department seniority to highest Department seniority by on-duty MOS. In order of seniority, the on-coming MOS will be offered the last one-half (1/2) of the vacated shift. If the vacancy still exists staffing levels may be filled by lowest Department seniority to highest Department seniority by on-coming MOS. This will ensure that an MOS will not work more than 12-hours.

5. Article 05- Regular Overtime and Compensatory Time, Section D, Part 4, which states, "When overtime assignments are issued, MOS that have signed up voluntarily for needed coverage will be considered for forcing after reverse seniority has been exhausted. When forcing assigned shifts, those MOS who are off-duty will be considered before those on duty that day. MOS that have worked six previous days without a day off shall not be considered for forced coverage, unless the City is in a state of emergency." shall be replaced with the following text:

When overtime assignments are issued, MOS that have signed up voluntarily for needed coverage will be considered for forcing after reverse seniority has been exhausted. When forcing assigned shifts, those MOS who are on-duty, to include oncoming MOS, will be considered before those off-duty that day. MOS that have worked six previous days without a day off shall not be considered for forced coverage, unless the City is in a state of emergency.



Richard Martinez, President RRPDA

Date 8/25/2021


Matthew Geisel, City Manager

Date 26/Aug/2021

Approved as to form:



Gregory Lauer, City Attorney

Date 08.25.21

