

AGREEMENT BETWEEN

THE CITY OF LAS CRUCES

AND

FRATERNAL ORDER OF POLICE

LAS CRUCES POLICE OFFICER'S ASSOCIATION

EFFECTIVE October 3, 2022 THRU October 3, 2025

TABLE OF CONTENTS

AGREEMENT	5
SECTION 1- RECOGNITION	6
SECTION 2- NON-DISCRIMINATION	6
SECTION 3 – ASSOCIATION RIGHTS	6
SECTION 4 EMPLOYEE RIGHTS	7
SECTION 5 EMPLOYER/ MANAGEMENT RIGHTS	8
SECTION 6 – LOST, DAMAGED OR STOLEN PROPERTY	9
SECTION 7 – CLOTHING ALLOWANCE:	10
SECTION 8 – FIREARMS TRAINING	11
SECTION 9 – TRAINING AND EDUCATION	11
SECTION 10 – BEREAVEMENT LEAVE	12
SECTION 11 – ANNUAL MILITARY LEAVE	12
SECTION 12 – LEAVES OF ABSENCE WITHOUT PAY	12
SECTION 13 - DISCRIMINATION AND HARASSMENT POLICY	14
SECTION 14 – EMPLOYEE SAFETY AND HEALTH; FUNERAL EXPENSES	14
SECTION 15 – SAFETY AND HEALTH MEETINGS:	15
SECTION 16 – NEGOTIATING PROCEDURES:	15
SECTION 17– NMLEA CERTIFICATION:	16
SECTION 18 – COMPENSATION	16
SECTION 19– SPECIALTY PAY	18
SECTION 20 – VACATION AND VACATION ACCRUAL	19

SECTION 21 – SENIORITY	19
SECTION 22 – HOLIDAYS	20
SECTION 23 – SICK LEAVE.....	21
SECTION 24 – WORK HOURS, SCHEDULES, AND OVERTIME.....	21
SECTION 25 – EXTRA DUTY ASSIGNMENTS	22
SECTION 26 – OUTSIDE EMPLOYMENT	22
SECTION 27 – RETIREMENT	22
SECTION 28 – OFFICERS LIABILITY PROTECTION.....	23
SECTION 29 – GROUP INSURANCE:	23
SECTION 30 – WORKERS COMPENSATION	23
SECTION 31 – JURY DUTY, WITNESS PAY, and COURT PAY	23
SECTION 32 – STANDBY/ON-CALL PAY:	24
SECTION 33 – LONGEVITY PAY:	25
SECTION 34 – CHECK OFF AUTHORIZATION	25
SECTION 35 – LAY OFF/ FURLOUGH, AND RECALL:	26
SECTION 36 – PROFESSIONAL STANDARDS SECTION:	27
SECTION 37 - DISCIPLINE:.....	30
SECTION 38 – GRIEVANCE PROCEDURE.....	32
SECTION 39 – PROBATION PERIOD:	38
SECTION 40– FILLING VACANCIES:	38
SECTION 41 - STAFFING:	39
SECTION 42- MODIFIED DUTY/ NON-HAZARD DUTY	39
SECTION 43 – LABOR MANAGEMENT COMMITTEE:	39
SECTION 44 – CITY OF LAS CRUCES AND POLICE DEPARTMENT RULES AND	

REGULATIONS AND CITY POLICIES:..... 40

SECTION 45 – CONTRACT INCLUDES ENTIRE AGREEMENT: 41

SECTION 46 - SAVINGS CLAUSE SEVERABILITY:..... 41

SECTION 47 - TERM OF AGREEMENT: 42

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF LAS CRUCES (“Employer”), a New Mexico municipal corporation, (hereinafter referred to as “Employer” or the “City”), and the LAS CRUCES POLICE OFFICER’S ASSOCIATION, (hereinafter referred to as the “Association”), which is an affiliate of the Fraternal Order of Police Labor Council and the Las Cruces Lodge #8 Fraternal Order of Police (collectively referred to as the “Parties”)

RECITALS

WHEREAS, the City recognizes the Association as the exclusive bargaining representative under NMSA Section 10-7E-1 et seq. (1978 as amended) and/or LCMC 1997, Section 15-1 et seq., as amended; and

WHEREAS, the purpose of this Agreement is to set forth the mutual understanding of the Parties regarding wages, hours, terms, and other conditions of employment for represented Employees; and

WHEREAS, this Agreement is created to provide for orderly and constructive employer-employee relations in the public interest; to establish wages, hours, terms, and other conditions of employment; to delineate the rights of Employees and protect the rights of the City; and to assure the orderly and efficient delivery of quality services to the citizens of Las Cruces; and

WHEREAS, the parties have negotiated in good faith and have reached Agreement on all matters that have been subject to negotiation and desire to reduce their agreement in writing to assure sound and mutually beneficial working and economic relationships between the Parties and to provide an orderly and timely means of resolving misunderstandings or differences that may arise; and

WHEREAS, in this Agreement, and any subsequent Memorandum of Understanding (MOU) between the Parties, the Las Cruces Police Department (LCPD) shall be referred to as the “Department”; the Chief of Police shall be referred to as the “Chief”; and reference to an Association member shall be referred to as “Employee.”

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties mutually agree as follows:

SECTION 1- RECOGNITION

Employer recognizes the Association as the exclusive collective bargaining representative for all regular, non-probationary employees in the following job titles: Animal Control Officers; Police Detectives; Police Officers; Code Enforcement Officers; Evidence Technicians; NCIC Coordinators; ID Technicians; and Transport Officers.

SECTION 2- NON-DISCRIMINATION

The Employer, the Association, and any Employee of the Department, shall not discriminate against a member of the Association based upon race, color, sex, creed, religion, disability, marital status, age, national origin, sexual orientation, gender identity, membership status in the Association, or in violation of any City, County, State, or Federal law.

SECTION 3 – ASSOCIATION RIGHTS

- A. The Employer will have an open-door policy for the Association’s representative(s), and may meet with the Association’s representative(s) at other mutually agreeable times and locations during the term of this Agreement for the purpose of administration of the Agreement and to address matters of mutual concern. The Association and the Employer will attempt to handle grievances and other matters without resorting to formal proceedings.
- B. The Association will provide the Chief and the Human Resources Director a list of fifteen (15) representatives or designees of the Association. Representatives will be elected and/or appointed by the Association
- C. Authorized representatives will be allowed reasonable access to consult with employees regarding the employer-employee relationship, provided that: (1) work of the employee and the service of the public are not unduly impaired; (2) the authorized representative shall provide advance notice to the Chief, or their designated representative, when contacting employees during the duty period of the employees. The Chief, or their designee, shall determine the appropriate time for such access.

Representatives may accompany an Association member during any process involving

disciplinary action, attending only as an observer. The representative shall not interrupt the proceeding and may only advise the employee. The association will make every attempt to use off- duty representatives as often as possible.

D. The Association President and/or his/her designee may be afforded ample time with pay, as determined by the Chief, or designee, to respond to Association duties in meetings with management or employees as directed by the Chief during a given normal work week. The President or designee shall obtain authorization from the Chief of Police or designee of their absence from work and activities. The Association President, or designee, shall notify their chain of command in advance of such absence.

E. The Association shall be permitted to maintain one bulletin board to be used exclusively for Association, or union business.

1. The City shall provide the space for the bulletin board, in a space that can be accessible to all Department personnel.

2. All posting and distribution of union or Association material shall be done by an Officer or Steward of the Association.

3. The bulletin board shall remain the property of the Association.

4. All material posted will be approved by one of the Association Officers or Stewards.

5. The bulletin board shall not be used to post information that is critical of the city, city officials, elected officials, city management or their positions, or city employees, on any issue and shall not be inflammatory or political in nature, nor shall such posting violate state or federal law.

6. The bulletin board shall be the only location for the posting of union or Association notices on city property. The bulletin board will be professionally always maintained. If Management determines that material posted violates state or federal law or any other provision of this section, they shall provide notice to the Association president and, unless mutually agreed otherwise, the posting shall be immediately removed.

SECTION 4 EMPLOYEE RIGHTS

A. Employees may form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation matters of employer-employee relations.

B. City agrees that no officers, agents, representatives, members, or anyone connected with

either Party will in any manner intimidate, coerce, restrain, or interfere with employees to form, join, or assist labor organizations or refrain from any of these activities; specifically including the rights of employees to withdraw, revoke, or cancel Association membership, or because of the exercise of any right provided to the employee by this Agreement.

C. Employees are required to comply with all Department and City directives, orders, rules and procedures not in conflict with this Agreement. If an employee believes a conflict exists, they must follow the directive and may grieve the situation later. Such directives, orders, rules, policies, and procedures not in specific conflict with this Agreement are considered retained management rights and are not subject to the grievance procedure or any other complaint to appeal procedure.

SECTION 5 EMPLOYER/ MANAGEMENT RIGHTS

Unless limited by this Collective Bargaining Agreement or by other statutory provisions, the Employer retains the following rights:

- A. To direct and supervise all operations, functions, and the work of employees;
- B. To determine the place to report to work; to determine methods, processes, and manner of performing work;
- C. To hire, lay off, promote, demote, assign, suspend, transfer, discipline, discharge or terminate Employees;
- D. To determine the method and way services are provided to the community and customers of the City;
- E. To determine staffing requirements; create, abolish and reallocate positions; to eliminate or reorganize work units;
- F. To establish and revise schedules of work;
- G. To establish, revise, and implement standards for hiring and promoting employees;
- H. To assign shifts, workdays, hours of work, and work locations;
- I. To designate, assign, or reassign, all work duties;
- J. To determine the need for additional positions and the qualifications of new employees; to determine the qualifications for and/or qualifications of employees considered for transfer and/or promotion;
- K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;

- L. To take necessary action to carry out the mission of the Employer in emergencies;
- M. Retain all rights concerning management and operations of the activities of the City not specifically prohibited by a Collective Bargaining Agreement or “The City of Las Cruces Labor Management Relations Ordinance.” Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits and terms and conditions of employment;
- N. To determine the allocation of available funds to activities of the Department, including establishing funding for personnel costs, operating expenses, and capital outlay;
- O. To determine qualifications for employment and the nature and content of personnel examinations;
- P. Whenever reasonably practicable, the City will furnish the designated representative of the Association with a copy of newly established or amended policies, regulations, or procedures, that are applicable to the Association members, at least ten (10) calendar days prior to their effective date.

SECTION 6 – LOST, DAMAGED OR STOLEN PROPERTY

- A. Employees shall be responsible for and not misuse City property, records, or other materials in their care, custody, and control. City property, records, or other materials shall not be removed from the premises, unless used within the normal course of their assigned duties, without permission from the Chief, or their designee, or as otherwise authorized by Department policy.
- B. Officers who have lost, damaged, or had Employer property stolen in the line of duty, regardless of cost, will not be required to reimburse the Employer for the cost of such items. Lost or damaged equipment that is the result of employee negligence or employee criminal acts are not covered by this section.
- C. Employer will replace health aids prescribed by a licensed medical/health professional; uniform apparel; or required equipment damaged in the line of duty because of direct delivery of service, in accordance with established policy and the Employee’s current personal property list. The request for replacement must be accompanied with official documentation of the loss or damage and is subject to the availability of funds and priorities of the Department. Reimbursement may be granted for required equipment items as listed on the Employee personal property list and the maximum reimbursement amounts

established by the Department. Disputes of reimbursement amounts shall be reviewed by the Labor Management Committee. This language is not intended to be used to replace old or worn-out health aids, uniform equipment, or other required equipment. Replacement requires the approval of the Chief or their designee.

- D. All instances of lost, damaged, or stolen property shall be reported in writing to the Employee's supervisor on duty in accordance with the established policy at the time of the occurrence, or within twenty-four (24) hours of the discovery of the loss. Failure to submit a proper report shall bar any claim for replacement.

SECTION 7 – CLOTHING ALLOWANCE:

- A. Uniform regulations for the Department are established by the Chief, or designee.
- B. Eligibility for, and the number and type of uniforms to be furnished shall be determined by the Chief, or designee.
- C. The City shall provide an annual uniform and equipment allowance of one thousand (1,000) dollars to eligible: sworn uniformed officers; K-9 Officers, uniformed animal control; code enforcement officers; and transport officers.
- D. The City shall provide an annual uniform and equipment allowance of six hundred eighty-five (685) dollars to eligible traffic motor officers.
- E. Equipment allowance shall not be used for the purchase of firearms.
- F. The procurement of uniforms and equipment will be done in accordance with the procedure established by the Financial Services Department through approved vendors.
- G. Bargaining unit members will have their uniform allowance available on or before July 14th of each year. Any unused or unspent uniform and equipment allowance will not be rolled over to the next fiscal year.
- H. Employees shall be responsible for maintaining uniforms in a clean and serviceable condition. Employees are subject to uniform inspection at any time at the discretion of their supervisor. It shall be considered a violation of Department policy to utilize uniforms or to procure uniform items not approved by the Chief, or designee.
- I. Employees whose uniform is not in a clean and serviceable condition may be sent home

without pay at the discretion of the supervisor until they are able to return in proper condition.

- J. Employees who are assigned as detectives or determined eligible by the Chief for a clothing/uniform allowance, shall receive a total of one thousand three hundred (1,300) dollars per year, after the ratification of this contract by both parties and approval by City Council. This uniform allowance is to be paid in two (2) installments of six hundred and fifty (650) dollars; the first during a pay period in April, and the second in the first pay period in October. A prorated amount may be issued to anyone determined eligible by the Chief, or designee, after their appointment.
- K. All detectives that have been in a detective assignment for two (2) or more consecutive years may request required replacement components for a Class "A" uniform in June of each year.

SECTION 8 – FIREARMS TRAINING

The Department will meet all minimum standards for firearms training as established by the New Mexico Law Enforcement Academy Board (NMLEA). This language shall not limit the number of shoots per year. The Department can establish other reasonable weapons training standards, including those for all Department approved firearms, whose minimum qualifications will be at least eighty (80) percent, with exception of SWAT, which can be higher, in accordance with an NMLEA accredited lesson plan.

SECTION 9 – TRAINING AND EDUCATION

The Employer encourages Employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule with approval of the supervisor. Time away from work may be paid for by the Employer. Approval to attend courses during working hours will be determined by the Chief or their designee.

An Employee shall obtain approval of their immediate supervisor before making plans to attend classes. The Employer also offers training sessions in many specialized areas. The Employee's Supervisor/Training Office will post notices of training opportunities that might be of benefit to Employees.

It is the responsibility of the Employee to identify and assess their own specific training needs

and initiate discussions and requests for training.

Requests for training shall be routed through the Employee's immediate chain of command and to the Training office. Evaluation of all requests shall be made in accordance with Department policies.

SECTION 10 – BEREAVEMENT LEAVE

Employees of the Department may take up to three (3) days paid bereavement leave for a death in the immediate family. For this section, immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, grandchildren, legal guardians and domestic partners.

- A. Bereavement Leave shall be computed at the employee's hourly rate.
- B. Employees shall be granted one day paid Bereavement Leave for a death of their mother-in-law, father-in-law, aunt, uncle, or grandparents-in-law, and or mother or father of a qualifying domestic partner.
- C. One additional Bereavement Leave day shall be allowed if funeral services are held at a location greater than three hundred (300) miles from the City of Las Cruces.
- D. If requested by the supervisor, an employee must present reasonable proof of death, relationship and/or attendance.
- E. Leave should be taken within a reasonable period as determined by the Chief, or designee.

SECTION 11 – ANNUAL MILITARY LEAVE

- A. During the term of this Agreement, annual military leave shall be granted in accordance with the City's Manual of Personnel Policies regarding Military Leave.

SECTION 12 – LEAVES OF ABSENCE WITHOUT PAY

- A. Leave without pay may, on written application, be granted for up to fifteen (15) days by the Chief, or their designee, to a regular, full-time employee.
- B. Leave without pay may, on written application, be granted for up to six (6) months by the Chief, or their designee, to an employee who has completed at least five (5) years of continuous service with the Department for the following reasons:

1. The physical or mental disability of the employee.
2. The employee is entering upon a course of training or study for the purpose of improving the quality of service to the City and will return to full-time employment with the City for a period of not less than three (3) years.
3. Extraordinary reasons, sufficient in the opinion of the Chief to warrant such leave of absence.

C. Leave for any of the above reasons shall be subject to the following regulations:

1. Such leave may not be granted for more than six (6) months but may, under the provisions of the paragraphs above, be renewed upon written application by the employee and approved by the Chief and City Manager.
2. During such leave, the Employee's position may be filled by another Employee. If the leave is for longer than a three (3) month period, the Employee shall advise the Chief at least thirty (30) days in advance of their desire to return to the Department. At the expiration of a leave without pay, the Employee may be reinstated in the position previously held, if available, or offered another vacant position for which they are fully qualified.
3. The employee may be required to successfully complete a medical/physical examination, side arm qualification, drug screen, background verification or any other job-related qualification as determined by the Chief.
4. Leaves of absence, except military leave, of over thirty (30) calendar days shall result in an "adjusted start date" for the purpose of vacation accrual, longevity payment, and adjustment to "anniversary date" to account for lost service time. No leave is accrued while an Employee is in leave without pay status and the time spent in such status shall not count toward eligibility for any pay increase, retirement, or for the purpose of meeting the qualification for any position.
5. Failure of an Employee to comply with the conditions of their leave without pay may be cause for refusal of reinstatement, and the Employee may be terminated from any further employment obligations.
6. The above provisions shall not be granted for criminal allegations against an employee, in that instance the employee shall be subject City of Las Cruces Personnel Rules and Regulations.

SECTION 13 - DISCRIMINATION AND HARASSMENT POLICY

The City's Personnel Manual and Policies, as adopted or revised, regarding Discrimination and Harassment shall apply to Employees in the Association during the term of this Agreement.

SECTION 14 – EMPLOYEE SAFETY AND HEALTH; FUNERAL EXPENSES

The safety and health of Employees is the primary concern of Employer.

Assigning priority to the value of human life and physical and mental wellbeing is essential to provide efficient services to the public.

A. Employer will:

1. Provide training, tools, or resources to Employees that promote safety and healthy working habits and attitudes.
2. Provide, at Department expense, City-approved safety equipment and procedures-subject to budget restrictions and Department priorities; provide protection against health hazards in the workplace; and make reasonable efforts to ensure the safety of Employees. If an employee, while carrying out their duties, is exposed to a contagious disease, the Employer agrees to pay the expense for inoculation and immunization for the employee and employees' resident immediate family. This is subject to the review and approval of the Chief, or designee, based on documentation and verification presented by the employee to the Chief, or designee, through the Human Resources Department.
3. Comply with applicable laws, regulations, policies, and procedures.

B. Employees are required to use and maintain provided safety equipment and follow established safety procedures.

C. The police administrators will utilize resources and maintain reasonable standards based upon the circumstances for assignment and dispatch of uniform officers within the patrol function in the interest of officer safety.

D. The City agrees to defray funeral and burial expenses of any employee killed in the line of duty up to a maximum of five thousand (5,000) dollars.

SECTION 15 – SAFETY AND HEALTH MEETINGS:

The Parties, including Employees, will bring hazardous/safety conditions that exist in the workplace to the attention of the other Party in writing and through the chain of command. The Parties will meet at mutually agreed upon times and places to discuss safety and health issues of mutual concern.

SECTION 16 – NEGOTIATING PROCEDURES:

- A. Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and twenty (120) and no later than sixty (60) days prior to the Agreement expiration date. Within a reasonable time after receiving notice, the party receiving the request for bargaining shall respond in writing and suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.
- B. Negotiations shall be conducted in closed session.
- C. The Parties shall negotiate ground rules.
- D. During negotiations, the parties shall meet at mutually acceptable times and locations.
- E. The party requesting negotiations shall provide an outline of the articles, or sections, of the collective bargaining agreement that they intend to bring forward as proposed revisions.
- F. Complete written proposals shall be prepared with articles, or sections, that each party will be discussing at each next scheduled negotiation session.
- G. All agreements reached by the parties shall be in writing and marked as Tentative Agreements. Tentative Agreements are conditional and may be withdrawn should later discussions change either of the Parties' understanding of the language as it relates to another part of the agreement. Unless agreed by the parties, tentative agreements shall not become effective until the entire negotiation package is ratified by the Parties.
- H. If the Parties have not reached agreement on a successor agreement before the expiration of this Agreement, the provisions herein shall not be in effect or binding unless agreed to in writing by the Parties.

SECTION 17– NMLEA CERTIFICATION:

All sworn Employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department, as well as all minimum requirements contained in the Employee’s job description. All requirements for fitness testing shall be developed by the Employer and criteria related to and validated for law enforcement personnel. Failure of an Employee to maintain the minimum requirements for the job shall be considered “just cause” for termination.

SECTION 18 – COMPENSATION

A. Association employees shall receive increases to base wages that will be effective on the first full pay period after approval and adoption of this Agreement as follows:

Police Officers	14%
Traffic Investigators	14%
Detectives	14%
Transport Officers	6.5%
Animal Control Officers	6.5%
Codes Officers	6.5%
Evidence Technicians	6.5%
NCIC Coordinators	6.5%

B. Effective on the first full pay period after the first anniversary of the adoption of this Agreement by the City Council and ratification by the parties, the following increases to base wages will be as follows:

Police Officers	5%
Traffic Investigators	5%
Detectives	5%
Transport Officers	5%
Animal Control Officers	5%
Codes Officers	5%
Evidence Technicians	5%

NCIC Coordinators 5%

- C. Effective on the first full pay period after the second anniversary of the adoption of this Agreement by the City Council and ratification by the parties, the following increases to base wages will be as follows:

Police Officers 5%

Traffic Investigators 5%

Detectives 5%

Transport Officers 5%

Animal Control Officers 5%

Codes Officers 5%

Evidence Technicians 5%

NCIC Coordinators 5%

- D. No earlier than 120 days, nor later than 60 days prior to the second (2nd) anniversary date of the effective date of the increase outlined in section 18.(C) above, either party may notify the other in writing of its desire to re-open this Agreement, provided such re-opener shall be limited to one (1) non-economic, and one (1) economic, section of this Agreement. The rules for the re-opener shall occur in accordance with Section 16 Negotiating Procedures, in this Agreement.
- E. Step increases will continue for the term of the Agreement.
- F. Effective the first full pay period after approval and adoption of this Agreement by City Council and ratification by the parties, an additional step beginning on the twenty-third (23) year will be added to the pay tables for non-sworn, represented, employees.

SECTION 19– SPECIALTY PAY

A. Bilingual Pay

The following employee positions shall be eligible for bilingual pay at the rate of fifty (50) dollars per week: sworn officers, codes enforcement officers, animal control officers, ID and evidence Technicians, and transport officers. Employees must demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department. Employees are only eligible for bilingual pay if the use of Spanish is for the benefit of the Department.

B. Senior Patrol Pay

Patrol officers, currently possessing an “Advanced” certification through the New Mexico Department of Public Safety (DPS), with ten (10) or more years of service as patrol officers will be moved to the nearest pay grade equating to a two and one half (2.5) percent increase. Patrol officers, include School Resource Officer (SRO), K-9, Street Crimes Unit, NET, and Community Outreach Officers.

C. Animal Control Certification

Animal Control Officers who achieve and maintain NACA III and NACA Cruelty III certifications shall receive thirty-five (35) dollars of additional pay per pay period.

D. K- 9 Pay

The handler(s) assigned to the K-9 Unit shall perform the routine care and maintenance of the canine (“K9”). Officers will be allotted ½ hour per duty day to complete this task. Officers will be compensated seven (7) hours of overtime per pay period for off-duty care and maintenance of the police K9.

E. Advanced Education

Employees in positions that may require, or prefer, advanced education, beyond a high school diploma, or equivalent, as determined by the Chief, or designee, in consultation with the Human Resources Department, may be eligible for advanced education pay. Relevant degrees shall be determined by the Chief, or designee, in consultation with the Human Resources Department and shall be from accredited institutions. Verification of degree will be required and submitted to the Human Resources Department to be retained in the employee’s personnel file. Amounts are as follows:

1. Bachelor’s Degree: \$260/year
2. Master’s Degree: \$400/year

F. Amounts will be issued by methods determined by the Financial Services Department on the first full pay period after the beginning of each fiscal year.

SECTION 20 – VACATION AND VACATION ACCRUAL

During the term of this Agreement, employees represented by the Association shall continue to accrue annual leave in accordance with the City’s Manual of Personnel Policies, as adopted or revised.

SECTION 21 – SENIORITY

A. Department Seniority: defined as “the length of continuous service within the Department as a certified law enforcement sworn officer, or for a non-sworn member as the length of continuous service with the Department.

B. Team Seniority: employees shall have Team Seniority when assigned to a specialized work unit. Team Seniority begins anew every time an employee is assigned to a new specialized unit.

1. Units:

Criminal Investigations Section

Traffic Unit

Metro Narcotics Task Force

Street Crimes Unit

School Resource Officer

K-9 Unit

Community Outreach Unit

C. Specialized sections, units or task forces shall be determined by the Chief.

D. When a member Employee involuntarily leaves specialized sections, units, or task force, or sections, to return to patrol, that member will be placed at the bottom of the seniority list until the next shift rotation (bid shift).

E. Sworn officers assigned to the patrol section shall bid for shifts and days off according to seniority. The bid shall occur prior the city’s fiscal year. Shift assignments will be for one (1) year.

F. The Association shall maintain the Seniority list and shall provide complete copies of the

list as requested by the Chief or their designee.

- G. Should employees of disbanded specialty sections be returned to patrol due to funding or administrative directives, the affected employees shall be returned with their due Department Seniority.
- H. When an employee is transferred from one position to another within the same salary table, they shall continue to receive the same base rate and continue their Department Seniority.
- I. When an employee transfers to a different specialized section or unit the Chief, or designee, will determine placement within that salary table that is commensurate with the employee's years of experience, or their qualifications that are specific to that unit or section and salary table.
- J. An employee may be moved, or hired, within the Department to permit best use of skills, experience, and education, in positions for which they are qualified, for the benefit of the Department. If the employee is placed within a different salary table than the employee's current assigned table, the Chief, or designee, will determine placement within the salary table. Consideration will be given to internal equity and be reviewed in conjunction with the Human Resources Department

SECTION 22 – HOLIDAYS

- A. Employees will receive paid holidays at ten (10) hours per holiday, in accordance with the city's annual holiday schedule adopted by City Council.
- B. Paid holiday leave is recognized as an employee benefit to allow employees to observe national, state and local holidays. The Chief, or designee, will determine the positions that are required to work holidays.
- C. Employees working on a holiday will receive time and one half (1½) for all hours worked on the holiday. Holiday hours will be considered time worked for purposes of determining overtime pay.
- D. Employees shall receive personal leave as per the City of Las Cruces Manual of Personnel Policies, as adopted or revised.

SECTION 23 – SICK LEAVE

Sick leave shall be determined and administered in accordance with the City of Las Cruces Personnel Manual, as adopted and revised, for the duration of this Agreement.

SECTION 24 – WORK HOURS, SCHEDULES, AND OVERTIME

A. The Chief will set all work hours and schedules. A normal forty-hour work week will be either five 8-hour days, or four 10-hour days. These hours will be worked over a seven (7) day work week. Nothing shall prevent the Chief from changing, or altering work hours, work weeks, or schedules after meeting and consulting with the Association.

1. Overtime shall be paid for all hours worked over forty (40) hours in the designated seven (7) day period, unless specified by a grant or other reimbursement agreement.
2. The overtime rate shall be one and one half (1½) times the Employee's regular hourly rate of pay.
3. All non-sworn Employees may be permitted a rest period of fifteen (15) minutes during each one-half shift. Rest periods cannot be accrued or carried over or used at the beginning or end of a shift or to extend a lunch period. Rest periods are subject to scheduling and interruption by management.

B. When there is a delayed opening or early closing of City offices due to inclement weather conditions, non-sworn and non-essential personnel may be sent home with pay or allowed to stay at home with pay, at the discretion of the Chief. During inclement weather, essential sworn personnel shall report for duty as scheduled, unless otherwise directed by the Chief, and are not eligible for additional compensation for said duty.

C. The City's Personnel Manual and Policies regarding Compensatory Time, as adopted or revised, shall apply to Association employees during the term of this Agreement. A member may accrue a maximum of four hundred and eighty (480) hours of compensatory time. Written request for carry-over beyond the maximum stated above shall be submitted to the Chief during the month of June. The Chief may consider extraordinary circumstances and request approval by the City Manager for carry-over above the maximum.

Each calendar year, a member may "cash in" up to one hundred and fifty (150) hours of accrued compensatory time – payable with and/or as part of the first paycheck in December. This provision shall not be interpreted to prevent the City from cashing out all

accrued compensatory time at the end of the fiscal year.

SECTION 25 – EXTRA DUTY ASSIGNMENTS

The Employer will post all extra duty assignments and Employees will be allowed to sign up for such assignments. In situations where an insufficient number of Employees sign up for such assignments, the assignments will be made in a reverse seniority order. Reasonable consideration may be given for hours worked and the nature of the assignment.

SECTION 26 – OUTSIDE EMPLOYMENT

Department General Orders and Standard Operating Procedures and the City Personnel Manual and Polices, as adopted and revised, shall apply to all outside employment during the term of this Agreement.

SECTION 27 – RETIREMENT

- A. Retirement benefits provided under the Public Employees Retirement Association (PERA) are not negotiable under the Collective Bargaining Ordinance of the City of Las Cruces, apart from how much is paid into the plan by the City of Las Cruces.
- B. The information in this section is provided solely to inform Association members about their current retirement benefits:
- C. The Employer has adopted Municipal Police Plan Five (5) of Public Employees Retirement Association of New Mexico program for eligible sworn officer and Municipal Plan Three (3) for eligible non-sworn personnel.
- D. The parties to this Agreement encourage Employees to contact PERA directly to obtain detailed information regarding retirement benefits and options
- E. Upon retirement, an Employee may be paid for unused sick and annual leave in accordance with the City's Personnel Manual and Polices, as adopted or revised.

SECTION 28 – OFFICERS LIABILITY PROTECTION

A. Should a bargaining unit employee be sued in a civil action for any allegations arising out of the course and scope of the officer’s employment, the City will defend and indemnify that officer pursuant to the requirements of the New Mexico Tort claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

B. For the purposes of this section and Agreement, the phrase “course and scope of employment” means the lawful acts, which an officer is requested, required, or authorized to perform by the city.

SECTION 29 – GROUP INSURANCE:

The Employer has Group Insurance plans that are offered to its Employees. The Employee will be advised of the plans at the Employee orientation. The Employer will pay the premium cost of any of the group insurance plans as approved by City Council and may be subject to change. If the City’s contribution changes for non-union employees, this Agreement is amended to reflect said changes. The parties agree to discuss group insurance concerns with the Union. Specified details of the plans and costs to an Employee are available through the Human Resources Department.

SECTION 30 – WORKERS COMPENSATION

Workers compensation coverage is provided in accordance with the New Mexico Workers Compensation Act (the “Act”) as required by the Act.

SECTION 31 – JURY DUTY, WITNESS PAY, and COURT PAY

A. On days they would otherwise have worked, an Employee shall be given time off without loss of pay for jury duty. Fees received for jury duty (other than meal or travel allowances) shall be returned to the Employer.

B. An employee who is off duty and subpoenaed to testify concerning matters arising out of the performance of their assigned duties will receive a minimum of one (1) hour of pay based on the employee’s regular rate of pay.

C. In the event an employee is fully released and must return for another subpoenaed appearance beyond a two (2) hour break, they will receive a minimum one (1) hour of pay,

all other hours will be compensated as time worked. This does not apply to employees appearing in court during their normal shift.

D. Employees who are on paid leave for a line of duty injury will not receive compensation for appearing in court.

E. If an employee is using sick leave, the employee shall be compensated at their base rate of pay for the time spent in court, without deduction of time from their sick leave bank.

F. Telephonic/ Video/ Remote appearances- Employees providing telephonic or video testimony pursuant to a subpoena to testify concerning matters arising out of the performance of their assigned duties shall be compensated in accordance with this section.

SECTION 32 – STANDBY/ON-CALL PAY:

Stand-by pay will be used to compensate members required to make their time available to the city government after regular scheduled working hours. Hours worked under this section will be paid at the overtime rate, unless otherwise noted in this section.

A. Definitions:

1. Stand-by Employee: An individual, who though off duty, is required to be available to respond to emergencies and/or if necessary, return to duty.
2. Stand-by Pay/On-Call Pay: Compensation paid in addition to the hourly base rate to individuals required to be “on call” or stand-by. Extra compensation is paid to the employee for making their time available to the Employer after regular working hours. Stand-by/ On-Call pay shall be eighty-five (85) dollars per week.
3. Show Up Pay: This payment is awarded to employees who report for duty when recalled from off duty status and who are recalled for less than two (2) hours.
 - a. The employee shall be paid for the two (2) hours at their overtime rate.
 - b. If the employee remains on duty at the expiration of the two (2) hour period, or is called back before its expiration, they will be compensated for the additional time worked beyond the two (2) hours, at their overtime rate.
 - c. If the employee is released from work after the expiration of the two (2) hour period, and then recalled back to work, any additional time worked at their overtime rate.
4. Should a recall or call out result in an unreasonable loss of sleep (less than four hours),

the employee may request flex time. Flex time shall be based on actual time worked and is contingent upon supervisor approval.

5. Employees may request “comp-time” in lieu of show-up pay in accordance with section 24.C of this Agreement.
6. The stand-by employee is expected to respond to telephone inquiries during the on-call period without additional compensation. Should telephone inquiries go beyond two (2) hours in an employee’s off duty time, the stand-by employee shall be compensated for hours work beyond the two (2) hours.
7. Stand-by pay/On-Call Pay is determined by this Agreement. The Stand-by pay/On-Call Pay for Association members, will remain the same as City Policy. In the event City Policy increases, the increases shall apply to Association employees.
8. Additional Procedures for the implementation of Stand-by and On-Call pay, not in conflict with this section, shall occur in accordance with the City of Las Cruces Personnel Manual and Policies, as amended, specifically section 400.

SECTION 33 – LONGEVITY PAY:

The Association and the City agree to longevity pay and retention bonuses in accordance with 2022 New Mexico HB68. Should the City of Las Cruces fail to apply for and maintain the required information for the state funds for longevity pay and retention bonuses as required by HB68, the City will fund the cost of the retention bonus or longevity pay to eligible employees who were to receive the retention funds for that year.

SECTION 34 – CHECK OFF AUTHORIZATION

A. The Parties agree to the following:

1. The Association may represent Employees in negotiations and in the settlement of grievances, in accordance with this Agreement.
2. The Employer will make Association members’ dues deductions, upon presentation of dues deduction authorizations cards signed by individual Employees. The deduction shall be for each pay period specified and, in the amount, specified by the employee. The Employer shall remit such deductions to the Treasurer of the Association within ten (10) days, after such deductions are made.

3. To exclusive representation status during the term of the Agreement as provided in the State Labor Management Relations Ordinance.
- B. The Employer shall pay the amount withheld to the Association.
 - C. The Union will indemnify and hold the Employer harmless including payment of all attorney fees and costs for counsel chosen by the Employer for any claim or challenge to this Article or imposition of an agency fee/fair share.

SECTION 35 – LAY OFF/ FURLOUGH, AND RECALL:

- A. Layoff is defined as severance of an employee from the work force due to lack of work. Layoff is made without prejudice and is no fault of the affected employee. Employees recalled to work will be recalled in reverse order of layoff. Certified law enforcement officers will be laid off in reverse order of seniority.
- B. Furlough is defined as temporary unpaid leave of some employees due to economic conditions of a department, or the city. Prior to implementing a furlough program, the affected employees shall be notified at least ten (10) working days in advance.
- C. The Employee that is laid off may remain on lay off status for a period of twelve (12) months. Employees on layoff status must provide the City with a correct address to which a recall notice may be mailed. Failure to provide and maintain a correct address to which a recall notice may be mailed, will result in a forfeiture of recall rights. Failure to report to work within five (5) days of receipt of recall, or refusal of any position offered to the Employee, will result in a forfeiture of any recall rights. Recall notices will be sent by certified return receipt requested mail. If the Employee has not been recalled within twelve (12) months of the layoff, the City will have no further employment obligations to the Employee.

SECTION 36 – PROFESSIONAL STANDARDS SECTION:

The purpose of an administrative investigation is to determine if any Department or city rules, regulations, policies, procedures, laws, or training directives have been violated. To ensure that investigations cultivate public confidence and further good order, discipline, good management practices, and accountability, while recognizing the individual rights of Association employees, the following guidelines have been established:

- A. The interrogation of any officer shall be at reasonable hours, preferably when the officer is on duty and during the daylight hours unless the exigencies of the investigation dictate otherwise as determined by the City.
- B. Any interrogation shall take place at a location designated by the investigating officer, usually a police department facility, unless the urgency of the investigation requires otherwise.
- C. Prior to commencement of any interrogation session:
 - 1. The officer shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;
 - 2. The officer shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the officer unless the Chief or their designee determines that disclosure of the complainant's name;
 - 3. A reasonable attempt shall be made to notify the officer's commanding officer of the pending interrogation.
- D. During an interrogation session, the following requirements shall be adhered to:
 - 1. Each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;
 - 2. There shall not be more than two (2) interrogation sessions within a twenty-four (24) hour period, unless the parties mutually consent to additional sessions, if there shall be at least one (1) hour rest period between sessions;
 - 3. The combined duration of an officer's work shift and any interrogation session shall not exceed fourteen hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise;

4. There shall not be more than two (2) interrogators at any given time;
 5. An officer shall be allowed to attend to physical necessities as they occur during the interrogation session;
 6. Through the course of the investigation, additional issues of concern may arise that may be incorporated into the investigation.
 7. An officer shall not be subjected to offensive language or illegal coercion by is interrogator during and interrogation session.
- E. When any officer is under investigation for an administrative matter, the officer shall be permitted to produce any relevant documents, witnesses, or other evidence to support their case.
- F. Any interrogation of an officer shall be recorded, either mechanically or by a stenographer. There shall be no “off-the-record” conversations except by mutual agreement. All recesses called during the investigation shall be noted in the record. The complete interrogation shall be published as a transcript and the final version approved by the investigating officer. Nothing discussed “off the record” during the administrative interrogation shall be used as party of the administrative interrogation, investigation, or official file, or shall be submitted for any official action.
- G. An employee/officer shall be provided a copy of their interview. The employee or the Association shall be allowed to review the entire investigative file, upon written request, no later than fifteen (15) working days after the investigation has been completed. No review shallbe done while on duty. The employee may decline disclosure of an interview or investigative file to the Association.
- H. An officer, must as a condition of continuing employment, truthfully answer all questions relating to the matter under investigation whether the officer is a participant or awitness to the matter. The determination of whether a question is relevant to the matter under investigation shall be made solely by the investigator.
- I. Upon request, the Department shall afford the employee an opportunity, to consult with an Association representative before being questioned, provided the interrogation is not delayed more than two (2) hours, from the time the employee is notified of the meeting, unless there is an emergency. An Association representative may be present during the interrogation; however, the representative shall not be a witness or the subject or potential

subject of the investigation which is being conducted concerning the employee or be involved in either the employee's administrative or criminal investigation or be a supervisor in the chain of command of the employee. The representative's role should be limited to that of an advisor to the employee, and not as a participant in the questioning or investigation. The employee's representative may not interfere with the questioning or investigation.

- J. The investigating officer may remove any party interfering with the interrogation.
- K. In the event a PSU investigator has evidence of an intentional false police report, these observations and opinions may be included as part of the investigative report. In these cases, the City may take whatever action it deems appropriate, and the officer may at their discretion pursue whatever legal remedies are available.
- L. The Chief may order a polygraph examination, and only after the following has been done:
 - 1. All reasonable investigative means have been exhausted.
 - 2. The officer has been advised of the Chief's reasons for ordering the polygraph examination.
- M. At the end of the investigation, the PSU investigator will submit a written summary to the Chief, containing:
 - 1. an outline of the alleged conduct;
 - 2. the finding relative to the alleged actions;
 - 3. specific violations, if any are shown to the evidence;
 - 4. ancillary issues developed during the investigation;
 - 5. Conclusions, with a recommended finding for each allegation as follows:
 - a. SUSTAINED - conduct alleged apparently occurred and amounts to misconduct;
 - b. NOT SUSTAINED - insufficient evidence exists to clearly prove or disprove allegation;
 - c. UNFOUNDED - act alleged apparently did not occur;
 - d. EXONERATED - personnel's conduct was lawful, justified and proper;
 - e. OFFICE INVESTIGATION - complainant failed to cooperate with the investigation and there is not enough evidence available to draw a fair conclusion;
 - f. SUSTAINED OTHER - the employee was determined to have committed a violation other than what was originally alleged.

- N. At the time that the written summary is approved by the Chief, a written notice will be provided to the officer, notifying them of the completion of the investigation. Upon the Chief's receipt of the written summary, the Chief will render a decision regarding disciplinary action within a reasonable time and make notice of their decision to the officer. PSU will submit a monthly report to the Chief, listing all outstanding PSU investigations submitted to the Chief for approval.
- O. A member may sign a privacy waiver allowing a POA representative to view any allowable investigative materials as per the officers' bill of rights, and to inquire about the status of a pending investigation.
- P. Investigations must be done in a timely manner of one hundred and eighty (180) days. A one (1) time extension shall be granted based on extraordinary circumstances which may include a FMLA qualifying event, military leave, or other circumstances as determined by the Chief or designee.

SECTION 37 - DISCIPLINE:

- A. A disciplinary measure may be imposed upon an employee for misconduct, incompetence, violations of rules, policy or laws, or other valid reasons. When discipline arises from off-duty conduct, such conduct shall be reasonably related to the employee's responsibilities and/or role as a public servant and representative of the City of Las Cruces as determined by the Chief, or their designee.
- B. Discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct. Discipline will be applied in a corrective, progressive, and uniform manner unless the facts of the situation warrant a more severe discipline. It shall be the responsibility of the Chief, or their designee, to determine what situations warrant more severe discipline. The Chief, or their designee, may determine to postpone a suspension or issue it immediately, dependent on the needs of the Department. Discipline may be delayed based on extraordinary circumstance as determined by the Chief, or their designee, or based on return to duty from approved leave.

C. PENALTIES

- 1. Discipline penalties shall be limited to any one of the following:

- Verbal reprimand*
 - Corrective action
 - Written reprimand
 - Suspension without pay
 - Demotion/Disciplinary transfer
 - Terminations
2. Verbal reprimands must be documented and specifically recognized by the employee and the supervisor as such. Such documentation shall not be considered a written reprimand. Other disciplinary action shall be given to the employee in writing and shall state the reasons for the action. A copy of the action shall be placed in the employee's personnel file except for verbal reprimands, which will be documented in a separate file. A verbal reprimand is not considered an administrative sanction.
 3. Corrective action is defined as a supervisory action taken to correct an employee's work-related performance or behavior problem.
 4. Employees will normally be disciplined in private.

D. DISCIPLINARY PROCEDURES

1. Upon discovering a violation, the reporting supervisor shall:
 - a. Submit a written recommendation to the appropriate Deputy Chief for review and final recommendation to the Chief or their designee.
 - b. Only the Chief or their or designee may authorize disciplinary action deemed necessary for the violations cited.
 - c. The employee may accept the imposed discipline. If the employee does not agree with the imposed discipline, they may direct their concerns to the Association President.
 - d. The Association President and Chief, or designee, may agree to meet to discuss an informal resolution on discipline matters involving the loss of pay.
 - e. Final imposition of discipline rests solely with the Chief or their designee. At the discretion of the Chief, employees may be allowed the forfeiture of vacation or comp time in lieu of leave without pay. (Any further remedies can be found in Section 34 of this contract.)

E. LOUDERMILL HEARING

1. In the event an employee is terminated, demoted, or suspended for more than two (2) working days, the City Manual of Personnel Policy regarding “Loudermill Hearings” shall be adhered to. There shall be a meeting with an employee explaining the reasons for an involuntary transfer.
2. The Peace Officer’s Employer/Employee relations Act (Officer’s Bill of Rights) shall be applied and adhered to, throughout the procedures in this section and others, as indicated in Grievance Procedures Section 38.F.3 of this Agreement.

SECTION 38 – GRIEVANCE PROCEDURE

A. Purpose. The purpose and objectives of the Grievance Procedure are to:

1. Resolve disputes arising from the interpretation, application, or enforcement of the specific terms of this Agreement, and concerns of disciplinary written reprimands, suspensions without pay, demotions, and terminations.
2. Encourage the equitable settlement of disagreements/problems informally at the lowest possible administrative level (employee-supervisor level) and provide an orderly procedure to handle grievances through the chain of command.
3. Resolve grievances expeditiously and correct the causes of grievances thereby reducing the number of grievances and future similar disputes.

B. Definitions. For the purpose of this section the following definitions shall apply:

1. Manager: The City Manager or their authorized representative.
2. Day: a calendar day, excluding Saturdays, Sundays, and city holidays.
3. Chief of Police: Department head of the Las Cruces Police Department.
4. Director of Human Resources: the director of Human Resources or their authorized representative.
5. Grievance: a complaint of an employee or group of employees, or the association which alleges a violation agreement arising out of the application or interpretation of a specific clause in this Agreement or an appeal of a disciplinary action, which results in an administrative sanction with monetary repercussions—suspension, demotion, or termination. A letter of reprimand may be appealed through the grievance procedure up

to the level of the Chief.

6. Immediate supervisor: the individual who assigns, reviews, or directs the work of the employee as recognized in their chain of command.
7. Superior: the individual to whom an immediate supervisor report.
8. Grievant: any employee, group of employees, or the Association.

C. Reviewable and Non-Reviewable Grievances

1. To be reviewable under this procedure a grievance must:
 - a. Concern matters or incidents that have occurred in alleged violation of a specific clause in this Agreement; and
 - b. Concerns disciplinary written reprimands, suspensions without pay, demotions, and terminations.
 - c. Specify the relief sought, which relief must be within the power of the Employer to grant in whole or in part.
2. A grievance is not reviewable under this procedure if it is a matter which:
 - a. Are general complaints not directly related to specific clauses of this Agreement or a disciplinary matter.
 - b. Relates to any City retirement program.

D. General Provision of the Grievance Procedure.

1. Grievances may be initiated only by the employee or employees concerned, or by the Association on behalf of itself, regarding an otherwise grievable incident. The Association cannot grieve, for itself, an incident already grieved by an employee or group of employees. Conversely, an employee or group of employees cannot grieve an incident already grieved by the Association.
2. Procedure for Presentation – in presenting their grievance, the employee shall follow the sequence and procedure outlined in this Section.
3. Prompt Presentation - the employee shall discuss their grievance with their immediate supervisor within ten (10) working days after the act or omission of management causing the grievance or within ten (10) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.

4. Prescribed Form - the written grievance shall be submitted on a form prescribed by the Director of Human Resources for this purpose.
5. Statement of Grievance - the grievance shall contain a statement of:
 - a. The specific situation, disciplinary action, act or acts complained of as a violation of this Agreement and the specific section of this Agreement that is alleged to be violated.
 - b. The inequity or damage suffered by the employee; and
 - c. The relief sought.
6. Employee Representative - the employee may choose someone to represent them at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time unless they so desire.
7. Extension of Time - the time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
8. Consolidation of Grievances - if the grievance involves a group of employees or if several employees file separate grievances on the same matter, it may be agreed upon by the parties, whenever possible, to settle the separate grievances as one grievance.
9. Grievance proceedings shall be kept informal at all levels of this procedure.
10. If the Employer or Department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance may be appealed to the next level.
11. Absent emergency circumstances as determined by the Chief, or designee, if the grievant fails to comply with the grievance procedure or time limit requirements, the grievance shall be considered null and void.

E. Steps

1. Discussion with the Supervisor.
 - a. The employee shall discuss the grievance with their immediate supervisor informally with the objective of resolving the grievance.
 - b. The Supervisor shall give their decision to the employee verbally within three (3) days. If a decision is not made or if the grievant disagrees with the decision, the

grievant may proceed to Step 2.

2. Step 2 - Written Grievance to Lieutenant.
 - a. If the employee and the supervisor cannot resolve the grievance within the three (3) working days' time limit, the employee may, within ten (10) working days, present their grievance in writing to their Lieutenant.
 - b. The Lieutenant shall hear the grievance and give their written decision to the employee within ten (10) working days after receiving the grievance.

3. Step 3 - Grievance to Chief.
 - a. If the employee and their Lieutenant cannot reach an agreement as to the solution of the grievance or the employee has not received a written decision within the ten (10) working days, the employee may, within ten (10) days present their written grievance and all written comments and/or decision in writing to the Chief, or designee.
 - b. The Chief, or designee, shall schedule a meeting to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.
 - c. The Chief, or designee, will have ten (10) days to render a decision. Note: All grievances that involve an interpretation of existing policy or orders of the Chief or interpretation of the Collective Bargaining Agreement will only be filed at the Chiefs level.

4. Step 4. Grievance to the City Manager.
 - a. If the grievance is not resolved with the Chief, or designee, the grievance may be filed with the City Manager, or their designee, within ten (10) days from the Chief's, or designees, response, or when the Chief, or designees, response was due.
 - b. The City Manager, or designee, shall schedule a meeting to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.

- c. The City Manager, or designee, will have at least ten (10) days to render a decision.

F. Arbitration:

Any dispute or grievance that has not been resolved by the Grievance Procedure may be submitted to Arbitration by the Association or the City without the consent of the other party, providing it is submitted within ten (10) working days, following the termination of the Grievance Procedure. Failure to request arbitration within the ten (10) day time frame will render the grievance null and void.

1. In the event an individual employee requests arbitration, they must obtain the written approval of the Association to proceed. If the Association does not approve the employee's request, the decision of the City Manager is final and binding on the Union, the employee and the employer.
2. The requesting party shall notify the other party in writing of the matter to be arbitrated. The party who requests arbitration must submit a request to the Federal Mediation and Conciliation Service (FMCS) with a copy to the City Manager within ten (10) days of receipt of the City Manager's response to the grievance. Failure to request arbitration within the ten (10) day time frame will render the grievance null and void. The request for an arbitrator cannot include any special requirements for the arbitrator unless those requirements are mutually agreed upon by the parties. The arbitrator will be selected from a panel of seven (7) arbitrators requested from the FMCS. Each party reserves the right to request additional panels. The moving party to the arbitration shall strike the first name from any panel. The parties shall alternatively strike names until there is one name remaining who shall be the arbitrator. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may make rules of procedure. The standard of proof for the arbitrator shall be by the preponderance of the evidence. The arbitration decision shall be in writing and shall include the suggested relief. The arbitrator shall not have the authority to expand, or add to, the rights of employees or the union under the terms of this agreement. If this Agreement is silent on an issue that is the subject of arbitration, the arbitrator shall dismiss the grievance.
3. The decision of the arbitrator shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act.

4. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

G. Miscellaneous:

1. No reprisal or retaliation by any party shall be taken against any person who participates in or who is a witness in the proceeding of a grievance.
2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
3. An Employee acting individually may present a grievance without the intervention of the Association provided the grievance has been processed in accordance with this procedure.
4. If a grievance affects a group of two (2) or more Employees or involves an action or decision by the Employer or the Department, which has a department-wide impact, the Association may submit the grievance on behalf of the affected Employees.
5. All documents related to a grievance shall be maintained in a separate folder from the Employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an Employee's personnel file as relief given in the disposition of a grievance.
6. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.
7. The grievance and the Association's processing of grievances may be conducted on paid Employee time unless otherwise agreed by the parties.
8. All grievances reduced to writing and settled shall be signed by the Employer and the Association's Committee for the records of each party. To eliminate waste of time or delay, it may be agreed by the parties to try to settle one or more grievances at the same time.
9. The Employer or the Association shall have the right to bring documents and/or witnesses (at the expense of the party bringing the witness) to the grievance meeting to present evidence on their behalf.

10. This procedure is the exclusive remedy for employees and the Association for appealing or challenging the Employer involving any provisions of this Agreement or wages, hours, or other terms and conditions of employment or disciplinary actions.

SECTION 39 – PROBATION PERIOD:

The probationary period for Employees holding positions which will be represented by the Association shall be twelve months from the Employee's most recent date of hire as a full-time regular Employee. This probationary period may be extended for a period of up to six (6) months (for good and sufficient purpose) as determined by the Chief.

SECTION 40– FILLING VACANCIES:

- A. Vacancies, per the approved budget, are considered positions without an incumbent, of which the Employer determines to be filled. .
- B. In the event the Employer chooses to fill a vacancy with other than a temporary assignment, such vacancy shall be posted for a period of at least five (5) days. The posting shall contain such information as the minimum skills and qualifications as well as desirable skills and qualifications.
- C. Employees wishing to apply for a posted vacancy shall do so by following the instructions contained on the posting notice or by contacting the Human Resources Department when applicable.
- D. If an employee is on approved leave during the posting period, the employee shall be allowed to apply immediately upon return to duty, or at the posting close date and time, if done forty-eight (48) hours prior to the initial testing date. It is the employees' responsibility to identify such postings
- E. Vacancy notices shall be placed in areas normally frequented by Employees.
- F. Vacancies will be filled by the applicant who the Chief, or designee, believes is best qualified and meets the needs of the Department.
- G. Factors such as, but not limited to, work performance, attendance, disciplinary history and qualifications and a scored test shall be given consideration.
- H. Employees selected to fill vacancies shall be subject to an orientation period of six (6) months in the position, during which time their performance shall be evaluated. The

employee's performance in the new position will be evaluated, after which time the employee may be returned to their former position, at the discretion of the Chief, or designee. This may occur at any time.

- I. The parties acknowledge that the Chief has the authority to reassign or transfer all employees if they determine that doing so is in the best interest and meets the needs of the Department. Nothing in this Section shall be construed as a limitation on that authority.
- J. Employees will be given reasonable notice of involuntary reassignments or transfers.

SECTION 41 - STAFFING:

The parties acknowledge that it is an exclusive right and prerogative of management to determine staffing levels. If the Association has concerns over staffing levels, it may provide input to the Chief or their designee.

SECTION 42- MODIFIED DUTY/ NON-HAZARD DUTY

- A. The Chief or their designee shall have discretion to approve Modified Duty or Non-Hazardous Duty for employees who develop an injury or illness off duty. Employees who are determined to temporarily be unable to perform the duties of the position, by a qualified physician, including pregnancy, may request to be placed on Modified Duty/ Non-Hazardous Duty by submitting a request in writing to the Chief. If such duty is not available within the Department, the employee may request light duty within the City in accordance with City policy. If the City has an available light duty position for which the employee qualifies, the City may offer the position to the employee. After receiving the qualified physician's certification for modified duty or non-hazardous duty, the City will determine its ability to accommodate the request for Modified Duty/ Non-Hazardous duty. The determination of the City is not subject to grievance and nothing contained in this provision is intended to require the City to accommodate a request.
- B. Modified Duty/ Non-Hazardous Duty will be paid at a base hourly wage for 40 hours for a period no greater than six (6) months.
- C. A department employee who is on temporary modified/non-hazardous duty because of pregnancy shall be paid at the employee's base hourly rate, in accordance with the terms of this Agreement, for up to 40 hours per week.

SECTION 43 – LABOR MANAGEMENT COMMITTEE:

If during the term of this Agreement the parties agree that there is need for a labor management committee, such a committee shall be formed as follows:

- A. The committee shall meet at mutually agreed upon times and places.
- B. The Association and the Employer shall each appoint two (2) members unless otherwise agreed upon.
- C. The committee shall be free to address any topic of mutual concern to the parties.
- D. The outcome of the meetings shall not constitute a binding agreement of the parties, unless by mutual agreement of the parties.
- E. The committee shall not negotiate or change the Collective Bargaining Agreement.
- F. The Chief or their designee and the President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement, items may be referred to the Labor Management Relations Committee should such a committee be formed.

SECTION 44 – CITY OF LAS CRUCES AND POLICE DEPARTMENT RULES AND REGULATIONS AND CITY POLICIES:

- A. The Employer and the Department may amend or expand current policies, rules and regulations which directly affect or may affect Association Employees, provided such amendments or expansions do not contradict the provisions of this Agreement or any Memorandum of Understanding between the Parties. Said policies, rules and regulations are the written expression of retained management rights; therefore, they are not subject to the grievance procedure unless they violate a specific provision of this Agreement or a Memorandum of Understanding between the parties. The Employer and the Department will make available a copy of amended rules and regulations, or policies and procedures for Employee use. It is the Employees' responsibility to become familiar with such documents. The Association President will be provided a copy of any anticipated amendments and the Association will be provided the opportunity to respond in writing, within fifteen (15) days, to such changes unless the changes are due to an emergency.

SECTION 45 – CONTRACT INCLUDES ENTIRE AGREEMENT:

This Agreement is the only existing Agreement between the parties and replaces all previous Agreements. The Employer and the Association may, upon mutual Agreement and negotiation, place in effect a Memorandum of Understanding which may change provisions of this Agreement, or address matters which may become issues of mutual concern from time to time. The Employer is responsible for the initial reproduction of fully executed copies. The Association will be provided with such reproductions, and each party is responsible for distribution to its constituents. It is the responsibility of the Employees and supervisor to become familiar with this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities; therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 46 - SAVINGS CLAUSE SEVERABILITY:

If any provision of this Agreement is determined by final order of an administrative body or court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provision not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law may be subject to renegotiations by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties know or reasonable should have known that the provision was contrary to law.

SECTION 47 - TERM OF AGREEMENT:

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this Agreement and will expire on to the third (3rd) anniversary date of its adoption by the City Council.

During the term of this agreement, the Employer and the Association may reopen any provision of this Agreement upon mutual agreement.

THIS AGREEMENT shall remain in full force and effect and shall not expire until a successor Agreement is signed.

IN WITNESS whereof, the parties hereto have set their hands and seals this_____day of _____, 2022.

LAS CRUCES POLICE
OFFICERS' ASSOCIATION

CITY OF LAS CRUCES

PRESIDENT
Gil Mora

Ken Miyagishima, Mayor

SECRETARY
Diana Renteria

ATTEST:

Christine Rivera, City Clerk

Fraternal Order of Police
Stephanie Lopez

Ifo Pili, City Manager

FOP Attorney
Fred Mowrer

Miguel Dominguez, Police Chief

Jennifer Vega-Brown, City Attorney