

# Collective Bargaining Agreement

Between

THE CITY OF GALLUP

and

THE GALLUP POLICE OFFICERS  
ASSOCIATION

FRATERNAL ORDER OF POLICE  
MCKINLEY COUNTY LODGE #7

Effective

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Through

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APPENDIX A.....POLICE PAY PLAN



## **AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Gallup, a municipal corporation of the State of New Mexico, hereinafter sometimes referred to as the "City" and the Gallup Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police and the McKinley County Lodge #7 Fraternal Order of Police.

WHEREAS, the parties hereto have reached agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

### ***NOW THEREFORE, IT JS HEREBY AGREED***

- A. The City of Gallup recognizes the Gallup Police Officers' Association as the exclusive collective bargaining representative for the regular full-time non--probationary sworn police officers (Certified), Patrolman First Class (PFC), and Sergeants.
- B. The City of Gallup extends to the Gallup Police Officers' Association representing such unit of employees the following rights:
  - 1. To represent the employees in negotiations and in the settlement of grievances;
  - 2. To exclusive representative status during the term of this Agreement as provided in the City's Collective Bargaining Ordinance.
- C. The parties shall not discriminate against any member of the bargaining unit based on race, color, sex, religion, age, national origin, sexual orientation, gender identity, membership or non-membership in the Association, and;
- D. For the purpose of this agreement and any subsequent Memorandum of Understanding the City of Gallup shall be referred to as the City or the Employer; the Gallup Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Gallup Police Officer's Association shall be referred to as the Association, and any reference to an officer shall be referred to as employee.

### **Section 1 ASSOCIATION REPRESENTATIVES/UNION AND EMPLOYEE RIGHTS**

- A. The President and Vice President are to be employees of Gallup Police Department as the contract states and the City will attempt to resolve all grievances at the lowest level possible.
- B. When the Employer requests a meeting with the Association President during his/her normal working hours such meeting(s) will be on paid status.

- C. When the Association President or designee needs to conduct Association business during the President's normal working hours the President may be granted accrued comp time, vacation or leave without pay.
- D. Union and Employee Rights  
Employees, other than management, supervisory, confidential (as determined by the Labor Board), and probationary employees, may form, join, or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint, or coercion. Employees also have the right to refuse to form, join or assist any labor organization.
- E. Bulletin Boards  
The City will identify a space for the placement of a bulletin board to be used for official union business. The bulletin board will be provided by the Union. The size and type of bulletin board is subject to the approval of the City. Postings on the bulletin board shall not be derogatory, inflammatory, political, or negative against the employees, the union, management, or the City Council and will be submitted for approval to the Police Chief prior to placement on the board. Any violation of these conditions shall result in the removal of the bulletin board.

## **Section 2 LOST, DAMAGED OR STOLEN PROPERTY**

- A. Employees shall be responsible for any and all City property that is assigned to them. Employees shall reimburse the City for any lost, damaged or stolen property as a result of negligence on the part of the employee.
- B. The City will reimburse an officer for health aids, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. This does not apply in situations where the negligence of the employee contributed to the damage of such items. This language is not intended to be used to replace old worn out health aids or uniform apparel. It is the sole discretion of the Chief to determine whether or not the employee was negligent.

## **Section 3 UNIFORMS**

- A. The City shall provide an annual clothing allowance of ~~one thousand dollars (\$1000.00)~~ **twelve hundred dollars** per year (effective August ~~2016~~ **2023**) which is subject to all taxes and statutory deductions. This amount is derived from the sum of the costs of the current clothing replacement price; the present maintenance and cleaning costs. The allowance check shall be issued on or about the 1st **full** pay period in August of each calendar year to all eligible (**non-probationary**) employees who are employed on the date the checks are disbursed. This allowance provided by the City is for the purposes of purchasing new original, replacement uniforms or for the

maintenance, repair and cleaning of such uniforms. The individual employee ~~or the Association~~ shall be responsible for procuring the necessary clothing items. *The \$7.50 bi-weekly clothing allowance shall be discontinued immediately.*

- B. The City of Gallup will continue to provide, as needed and within the budget constraints of the fiscal year, the necessary equipment to maintain public safety and well as the officer's safety. Leather gear; protective vest (replace every five (5) years); handcuffs; law enforcement baton or ASP baton; and a service pistol. The City's Purchasing department shall be responsible for procuring the necessary items within this subparagraph.

*The City will purchase a new protective vest for a new employee who has successfully completed the probationary period. The vest will remain in service until the manufacture's warranty expires, at which time the City will provide a new replacement. The vest will include an outer and inner carrier. The department may replace vests whenever the fit is no longer appropriate.*

#### **Section 4 FIREARMS**

Firearms regulations of the Department prescribed in the current Standard Procedures Manual shall remain in full force and in effect for the term of this agreement unless the Chief determines a change is necessary. Such change shall be submitted to the union in advance and the union may provide input regarding the change for the consideration of the Chief. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The City shall furnish ammunition for required certification and training.

#### **Section 5 TIME OFF TO VOTE**

Employees who are registered and eligible to vote will be scheduled and allowed sufficient time to vote upon their request. Such time may not be used for any other purpose. The City may verify if the time was used to vote. Public Safety employees are encouraged to use the early voter method to vote while off duty, however that is not mandatory.

#### **Section 6 TRAINING AND EDUCATION**

The City recognizes that when employees pursue additional job related training, achieved higher education, or have a Degree in a related field, it serves to improve the quality of services provided. For those employees' with aspirations to obtain a higher education while on their off-duty hours the City shall provide educational benefits in accordance with the following paragraphs. For those employees with a post-secondary education the City shall provide compensation in accordance with paragraph D below.

- A. Training required by the City shall be paid for by the City.

- B. Training requested by the employee which job is related may be paid for by the City if recommended by the Chief and approved by the City Manager so long as funds are budgeted and available.
- C. Employees may request and if recommended by the Chief and approved by the City Manager, employees may be granted reimbursement for off duty job related training or classes if;
1. The City shall make every attempt to accommodate those employees' work schedule to make their educational class commitments. However, this is language not to be used to break up an employee's scheduled work day.
  2. Reimbursement for individual training or classes shall be contingent upon completing with a passing grade.
  3. The employee shall commit to continue employment with the City for at least one (1) year after the completion of the training.
  4. The employee shall agree in writing to reimburse the City for all educational expenses incurred by the City as it relates to the training or classes, if he/she fails to complete the one (1) year of service following the completion of the training or classes. This would be only applicable within the one (1) year time period in the event of the employee's voluntary or involuntary termination of employment with the City.

~~D. For those employees that possess or have earned a College Degree in a related law enforcement field shall be compensated in the following manner:~~

~~Associate Degree One (1) step increase in pay  
 Bachelor's Degree One (1) step increase in pay  
 Master's Degree One (1) step increase in pay  
 Doctorate's Degree One (1) step increase in pay~~

~~A maximum of one (1) setup increase shall be allotted to an employee that has achieved a secondary education degree. Stacking of educational degrees shall not be permitted, only the highest degree shall be used for compensation.~~

**Section 7 MATERNITY LEAVE**

Maternity leave will be handled in accordance with the Family Medical Leave Act.

**Section 8 MILITARY LEAVE**

Military leave will be handled in accordance with appropriate State and/or Federal Law.

**Section 9 ANNUAL MILITARY TRAINING**

Annual military training leave will be handled in accordance with State law and City Rules and Regulations/Departmental Policy.



## **Section 10 LEAVES OF ABSENCE WITHOUT PAY**

- A. When a regular full-time employee has demonstrated a need for an extended leave of absence without pay, such leave may be granted for a period of time not to exceed one (1) year, subject to the recommendations of the Chief and the approval of the City Manager.
- B. During such leave the employee's position may be filled. Prior to the expiration of the approved leave, the employee may request reinstatement. The employee may be reinstated in the position vacated by the employee if the position is vacant. If the position is not vacant the employee may be offered another vacancy within the Department for which the employee is qualified. If no positions are available, the employee shall be eligible for recall to duty for a period of one year.
- C. Failure on the part of the employee to request reinstatement prior to expiration date of leave or failure to accept an offer of employment shall constitute just cause for refusal of reinstatement and the employee may be terminated from employment.
- D. Short term approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time/seniority.
- E. Such leave without pay may not be granted for the purpose of accepting other employment.

## **Section 11 EMPLOYMENT DISCRIMINATION**

The parties agree and recognize that harassment in the forms of either gender, sexual, race, ethnicity, religion, sexual orientation, gender identity, disabilities or the creation of hostile environment are a form of discrimination and it violates City Personnel Rules and Regulations, State law and Federal law. It is demeaning to employee(s) subjected to such conditions and is destructive to the work place environment. Harassment of any City employee(s), agent, representative or other persons who works subordinate to the control of either party is explicitly forbidden. The parties shall abide by all appropriate rules, regulations or laws prohibiting discrimination.

## **Section 12 EMPLOYEE SAFETY AND HEALTH**

The parties agree that the safety and health of its employees are of primary concern. The parties also believe that good safety and health practices are in the best interest of the public as well as the employees. To this end the parties will continue to promote awareness for safe and healthy work habits and attitudes, promote awareness of health hazards and promote the adherence to applicable laws, safety rules and regulations.

Since this is a primary concern of both the City and Association, a Safety and Health Committee will be formed. This committee shall consist of two representatives from the City and two representatives from the Association. The Committee shall meet once a month to discuss Safety and Health issues, if needed, but at least once a quarter. Recommendations from the Committee would go through the Chain of Command to the City Manager.

#### SAFETY AND HEALTH MEETINGS

The parties including the employees will bring hazardous conditions that exist in the work place to the attention of the other party. The parties will meet at mutually agreed upon times and places to discuss safety and health Issues of mutual concern.

#### Section 13 CREDIT UNION

The Credit Union offers an opportunity to save regularly through payroll deductions. Members of the Credit Union may borrow money, subject to the requirements of the Credit Union, at reasonable interest rates. Employees may become a member of the Credit Union by completing a membership card and payroll deduction card. The City will make such payroll deductions for the City sponsored Credit Union.

#### Section 14 PHYSICAL EXAMINATIONS

Employees may be required to take and pass a medical examination at any time to determine their mental or physical capabilities to perform their assignments satisfactorily.

Written documentation requiring the employee to take the examination will be provided to the employee and such examinations will be at no cost to the employee and will be performed by medical personnel selected by the City.

Employees may take a medical examination with a physician of their choice at their expense. If it is determined by the City that an employee cannot perform his/her duties the employee will be afforded any rights he/she is eligible for under the American with Disabilities Act.

#### Section 15 COMPENSATION

- A. The Department Pay plan as designated by the City with the distinct identification of Collective Bargaining Unit classification levels, shall ***be increased by 5% effective with the first day of the first full pay period after this agreement is approved by the City Council. Step increases shall be frozen until the next economic negotiation.*** ~~continue in effect without any pay increases for the term of this agreement. There shall be no step increases during the term of this agreement.~~

Effective with the approval of the City Manager all members of the bargaining unit shall be allowed to participate in the City's Safety Incentive Program in accordance with the rules of that program. This incentive amount is subject to all taxes and statutory deductions. ~~All applicable Specialty and Educational benefits shall apply in accordance with the preceding Sections or the following paragraphs.~~

~~Certified Officers..... Attached as Appendix A~~

~~Patrolman First Class (PFC) ..... Attached as Appendix A Sergeants~~

~~..... Attached as Appendix A~~

~~B. Specialty Pay During the term of this agreement the Employer shall compensate those employees for voluntary or involuntary assignment to the following Specialty classifications. The Employer shall increase the designated employee one (1) step from their initial base pay in addition to educational benefits, if any. The City will attempt to ensure that those employees scheduled for these Specialty duty assignments are implemented in payroll and correctly compensated. It is the employee's responsibility to notify their supervision when this does not occur. Only regularly scheduled employees shall be compensated.~~

~~Emergency Response Team (ERT)..... maximum of 10 members~~

~~K-9 Officers~~

~~Field Training Officer (FTO) Investigations~~

~~Key Operator~~

C. Court Pay -Court pay compensation shall be handled in accordance with current department policy.

D. Vehicle Home Take ~~Policy Allowance~~ -Vehicle take home by off duty department employees shall be handled in accordance with current department policy. Any changes to the department policy shall be mutually agreed upon prior to the implementation.

E. Promotions

1. Non-Certified to Certified

An employee who started with the department who is promoted from non- certified to certified will be placed at the lowest step in the certified pay scale.

Upon completion of four years of service in the certified rank from the employee's most recent date of hire as a Gallup Police Officer, he /she shall be promoted to PFC and move to the same step on the PFC pay scale, plus one additional step.

2. Lateral Entries. Placement and Promotion to PFC. An officer who enters the department as a lateral entry from another police department shall be placed at the second (2<sup>nd</sup>) step of the certified pay scale.

Upon completion of four years of service from the most recent date of hire with the Gallup Police Department, the officer shall be promoted to PFC. He/she shall be placed on the same step of the PFC pay scale and shall receive no other step.

### 3. Sergeant Promotions

Promotions from a PFC classification to a Sergeant shall be handled in accordance with Section 36 (Filling of Vacancies). Once the *employee(s) with the highest combined scores are selected, they shall promoted to the next successive rank of Sergeant and* ~~officer has passed the written and oral testing, the selected candidate~~ shall be moved vertically in classification from the PFC pay scale to the same step in the Sergeant's pay scale, plus an additional step.

- F. Briefing will be held at the beginning of the shift.

## **Section 16 VACATION AND VACATION ACCRUAL HOURS**

- A. Vacation leave accrual shall be accumulated in accordance with the following table for continuous service from the initial date of employment.
- B. The maximum number of vacation accrual hours shall be two hundred ninety-four (294) hours.
- C. Upon separation from employment with the City, the employees shall be fully compensated for all their accrued unused vacation hours up to a maximum of two hundred ninety-four (294) hours.
- D. In the event of an employee's death while on duty and currently employed by the department, the employee's estate shall be fully compensated for the accrued unused vacation hours up to a maximum of two hundred ninety-four (294) hours.

## **Section 17 SENIORITY**

- A. Except for sections which contain specific different definitions in this agreement, seniority is defined as follows:

Higher ranks have seniority over junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking a tie in seniority, the first criteria to be applied shall be continuous service with the Department, with the employee with the most continuous time being senior. Should the continuous service with the Department be identical, then the tie will be broken by the use of the employee numbers or lottery numbers, whichever is applicable.

The employee with the lowest number is senior. The term "continuous service" shall be interpreted to mean total service from his date of last hire as an employee of the Department.

- B. When cut backs occur, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:
1. The needs of the Department
  2. The skills of the employee
  3. All things being equal, seniority will be considered.

### **Section 18 HOLIDAYS**

- A. The following designated national holidays shall be observed by the employees of this bargaining unit.
- i. New Year's Day
  - ii. Martin Luther King's Birthday
  - iii. President's Day
  - iv. Memorial Day
  - v. Independence Day
  - vi. Labor Day
  - vii. Veteran's Day
  - viii. Thanksgiving Day
  - ix. Friday after Thanksgiving Day
  - x. Christmas Eve
  - xi. Christmas Day
- B. Each year the City Manager shall publish the actual days and dates on which the holidays will be observed by the City.
- C. Employees assigned to work on a holiday will receive double time pay for the actual hours worked on a holiday.
- D. Employees whose normal work schedule requires them to work on a holiday which falls on a Saturday or Sunday will observe the actual holiday.
- E. Employees whose normal day off falls on the holiday shall have an alternate day off identified and schedules as per the mutual agreement of the employee and the supervisor.

### **Section 19 SICK LEAVE HOURS**

Paid sick leave is a benefit provided by the City for the use by the employee during a period of illness, sickness or medical treatment of the employee that prevent the employees from performing their assigned duties and for purposes identified in this section dealing with sick leave. It is the responsibility of

supervisors and management personnel to verify that sick leave is appropriately utilized. Failure of the employee to cooperate completely in any investigation initiated by management regarding sick leave requested by the employee shall result in the denial of paid leave and possible disciplinary action. Abuse of this benefit will result in disciplinary action including possible dismissal.

- A. Time off due to personal illness, injury, or medical treatment (including pregnancy and childbirth), prescheduled doctor's and dentist's appointments, and other related medical conditions may be charged to sick leave as provided. Absence from work to care for an ill or injured member of one's immediate family may also be charged to sick leave.
- B. Employees will accrue sick leave at the rate of three point eight seven five (3.875) hours of sick leave per pay period for a total of one hundred (100) hours per year.
- C. The maximum sick leave accrual is one thousand five hundred (1500) hours.
- D. Employees may cash in up to one hundred eight (108) hours of sick leave accrual over six hundred (600) hours at fifty percent (50%) of the employee's regular rate of pay. Such cash out shall be requested during the 1st full pay period in December.
- E. Sick leave is subject to the approval of the supervisor and must be requested prior to or at the beginning of the first work day and each successive work day the employee is absent, except when the employee has submitted a statement from a medical provider which justifies the absence and identifies the duration of the absence. When an interwoven combination of Sick and Vacation leave are used to fulfill a pay period, then it shall be subject to the approval of the Supervisor and the Chief (or their designee); and all aspects for the use and justification of Sick leave shall still apply as defined in the paragraphs within this Section.
- F. The employee will be required to provide medical documentation for all absences longer than five (5) consecutive business days. The medical provider's statement may be required prior to the approval of any paid sick leave when sick leave abuse is suspected and supported by patterns of usage, such as, but not limited to, repeated sick leave use on the day before and/or the day after the employee's days off.
- G. Specific use of accrued sick leave will be made available for use upon separation of employment for retirement under PERA. See Section 23 for specifics.

## **Section 20 HOURS OF WORK AND OVERTIME**

- A. Field officers shall work a twelve (12) labor hour work day, if a change to the shift schedule is needed, then input from the Association shall be requested

and received prior to the implementation of the proposed change, and this is from the Association and not those individuals affected within the Department.

- B. The normal work week will consist of forty-two (42) labor hours or a 14 day pay period of 36 hours one week and 48 hours the second.
- C. Employees will be compensated at the rate of time and one half for all hours actually worked in excess of eighty-four (84) in a 14 day pay in accordance with Fair Labor Standards Act (FLSA).
- D. Overtime and compensatory time at the rate of one and one half the hours worked in excess of 84 hours per 14 day pay period shall be paid or in lieu of monetary compensation, compensatory time granted subject to the mutual agreement of the employee and the Chief of his designee. The maximum comp accrual is 96 hours per personnel rule.
- E. Rest breaks in the amount currently approved by the Chief will continue in effect for the duration of this agreement.
- F. Lunch breaks are paid time and will be scheduled as time permits.
- G. For purposes of hours worked, vacation and sick leave hours will be considered as hours worked.

**Section 21 EXTRA DUTY (*OVERTIME*) ASSIGNMENTS**

- A. Extra duty assignments will be posted within the department on the briefing room bulletin board.
- B. Employees wishing to work the extra duty assignment will sign up for such assignment. If an insufficient number of officers' sign up for extra duty assignment, assignments will be made by the Chief from off duty employees in as far as posting.
- C. No employee will be allowed to sign up for extra duty assignments prior to the assignments being posted.

**Section 22 OUTSIDE EMPLOYMENT**

Employees shall consider the City of Gallup as their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to the recommendation of the shift commander and the Chief of Police and the approval of the City Manager. The factors considered in reviewing requests for outside employment are the employee's performance, attendance, number of hours to be worked in outside employment and whether a conflict of interest exists.

### **Section 23 RETIREMENT BENEFIT**

The City has adopted plan five (5) of the New Mexico Public Employee's Retirement Association (PERA) program for Sworn Police Officers. The employee is advised to check with PERA directly to evaluate their options for retirement.

- A. Upon or at the time of retirement, those employees enrolled in the PERA retirement plan, may cash out up to one thousand (1000) hours of accrued sick leave at the rate of thirty-three percent (33%) of the employee's regular rate of pay. No other payment for accrued sick leave will be made upon separation of employment.

### **Section 24 OFFICERS LIABILITY PROTECTION**

- A. Pursuant to 41-4 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the City shall provide protection to officers from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.
- B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M. S.A. (1978), as amended.
- C. In the event that a member of the Association or Gallup Police Department personnel would not be insurable for whatever circumstance by the City's Self-Insurer fund that individual's obligation would be to resign from the Gallup Police Department. In the event that a resignation is not tendered and depending on the recommendation of the City's Self-Insurer and concurrence by the Chief, Gallup Police Department personnel could be allowed to remain a City employee in a reduced position with limited duties. In addition, it would be the City's right to reevaluate the individual's salary compensation commensurate with the current duties relative to the designated position's job description.

### **Section 25 INSURANCE COVERAGE**

- A. The City offers a group Medical insurance plan to regular full-time employees who have completed one month of continuous active service within the Police Department.
  - a. For the term of this contract the City shall pay eighty percent (80%) of the Medical insurance premium cost and the employee shall pay the matching twenty percent (20%) of the Medical insurance premium cost.
  - b. The City offers an additional supplemental Medical insurance plan provided by the American Family Life Assurance Company of Columbus (AFLAC). However, the employee shall pay one hundred percent (100%) of this supplemental Medical insurance premium.
- B. The City shall provide life insurance policy coverage in the base amount of twenty thousand dollars (\$20,000.00) with an accidental death and disability



rider that increase the total policy value to forty thousand dollars (\$40,000.00) for each employee within the department.

- a. For the term of this contract the City shall pay sixty percent (60%) of the life insurance premium cost and the employee shall pay the matching forty percent (40%) of the life insurance premium cost.
  - b. The Employees shall designate their beneficiary at the time of enrollment.
- C. The City offers a group Dental insurance plan to regular full-time employees who have completed one month of continuous active service within the Police Department.
- a. For the term of this contract the City shall pay ~~sixty~~ **eighty** percent (~~60~~ **80%**) of the Dental insurance premium and the employee shall pay the matching ~~forty~~ **twenty** percent (~~40~~ **20%**) of the Dental insurance premium.
- D. The City offers a group Vision insurance plan to regular full-time employees who have completed one month of continuous active service within the Police Department.
- a. **The City shall pay 80% and** ~~the~~ the employee shall pay **twenty one** ~~one~~ **hundred** percent (~~40~~ **20%**) of the Vision insurance premium.

#### **Section 26 WORKER'S COMPENSATION PLAN**

The Employer shall provide coverage for work related injuries and illnesses in accordance with Section 52-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Worker's Compensation Act.

- A. Employees are covered under the provisions of the New Mexico Worker's Compensation Act.
- B. Employees injured in the line of duty shall be considered for benefits under the New Mexico Worker's Compensation Act.
- C. The department shall make every attempt to place employees injured in the line of duty into Light Duty Capacity (departmental Standard Operating Procedures SOP) positions within the Department or throughout the City facilities, at one hundred percent (100%) of their regular pay upon medical release and/or the recommendation of a licensed medical professional; at the earliest possible time.

#### **Section 27 JURY DUTY AND WITNESS PAY**

- A. An employee shall be granted jury leave with pay when required to perform jury duty in any municipal, county, tribal, state, or federal court.
- B. An employee shall be granted witness leave if subpoenaed to any court. If the witness is appearing in an official capacity as a City employee, the leave will be with pay. If the witness is not appearing in an official capacity as a City employee, then the leave is without pay unless annual leave is used.

- C. If the City pays an employee for jury or witness leave, any compensation, excluding travel reimbursement, received by the employee from the court or the parties who subpoenaed the employee must be paid by the employee to the City. An employee must return to work each day or portion of each day on which the employee is not selected for jury duty, the employee's jury services ends before the end of the work day, or the employee's service as a subpoenaed witness ends before the end of the work day.
- D. As a condition of employment or continued employment, employees may be required to appear as witnesses in grievance hearings or for the City in administrative or judicial proceedings. This includes but is not limited to cooperating with City officials and insurers of the City with respect to any claim, whether for civil damages or other relief, brought by or against the City. Employees are also required to cooperate in City investigations and efforts to recover damages, benefits, settlements, or to accomplish any action. Refusal to cooperate is considered just cause for disciplinary action, up to any including termination.

#### **Section 28 ON CALL AND CALL BACKS**

- A. Employees on call shall be compensated with five (5) hours of overtime pay, per week, if on call. These employees are those in the Investigations Division.
- B. Employees called back to work after having left the worksite will be compensated in accordance with the current department Standard Operation Procedures.
- C. The determination as to the need for on call or call back will be made by the Chief or his designee.

#### **Section 29 CHECK-OFF AUTHORIZATION**

- A. The City, for the duration of this agreement, shall take dues deductions from bargaining unit employees who sign voluntary dues deduction authorization forms. Such deductions will be taken each pay period in the amount identified by the President of the Association and the authorization forms must be submitted to the City payroll office at least 10 days prior to the effective date of the deduction.
- B. The City shall forward the collected dues amount withheld from the employee's paychecks to the Association. The Association shall designate where funds are to be sent or transferred to. A mutually agreed upon Payroll Deduction Fee shall be established whereby the City shall be compensated for this service to the Union. The shall have the right to audit the auto deduction process annually to determine the amount of funds removed from the Association employee's pay check and sent over to the Association in accordance with the employee's request.

- C. The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.

### **Section 30 MANAGEMENT RIGHTS**

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

- A. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
- B. To determine qualifications for employment and the nature and content of personnel examinations;
- C. To take actions as may be necessary to carry out the mission of the employer in emergencies; and
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
- F. These rights shall not be diminished or subjugated by any expressed or implied duty to bargain.
- G. The employer retains all rights not specifically limited by a collective bargaining agreement.

### **Section 31 LAY OFF AND RECALL**

- A. In event that layoff is necessary; the City shall provide the Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in work force; officers will be laid off in reverse order of seniority.
- C. Officers laid off due to a reduction in force will be called back to work in their seniority order.
- D. The term "seniority" for the purpose of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank and his/her pay shall be reduced to reflect the appropriate rate of pay for the lower rank. As officers are called back the officers assigned to lower ranks will be returned to the former rank, in order of seniority as the position becomes available.

- E. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right. The employee may remain in layoff status for a total of twelve (12) calendar months. The employee is not recalled within twelve (12) months or if the employee rejects a position offered to the employee, the City shall have no further employment obligation to the laid off employee and the employee will be terminated.

### **Section 32 INTERNAL AFFAIRS**

- A. The Internal Affairs Unit is established as staff investigative body, responsible to the chief, for the purpose of conducting administrative investigations.
- B. This section establishes the guideline for conduct of Internal Affairs interviews and interrogations. The existence of the Internal Affairs Unit does not lessen a commanding officer's authority or responsibility. The following guidelines shall apply to Internal Investigations.
  - 1. The interrogation of a police officer will normally be conducted when the officer is on duty or during the officer's working hours, unless the urgency of the investigation requires otherwise;
  - 2. Interrogation will take place normally at the police station, unless the urgency of the investigation requires otherwise;
  - 3. If an officer is directed to leave his/her post and report for an interview, the officer shall immediately notify his/her supervisor.
  - 4. An officer will be afforded the opportunity to consult with counsel before being questioned provided the interrogation is not delayed more than two (2) hours. Counsel or another person of his/her choice may be present during the interview.
  - 5. The officer under investigation will 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.
  - 6. An officer will be informed of the nature of the investigation, and the names of all known complaints shall be disclosed to the officer unless the chief administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because disclosure would jeopardize or compromise the integrity or security of the investigation. In the event that disciplinary action is taken against the employee and the employee files a grievance the complainant/charging party will be made known to the employee.
  - 7. Each interrogation session shall not exceed two (2) hours unless the parties mutually consent to continuation of the session and 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, provided that there shall be at least a one (1) hour rest period between the sessions. An officer shall be allowed to attend to physical necessities as

they occur in the course of an interrogation session. The combined duration of an officer's work shift and any interrogation session shall not exceed fourteen (14) hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise.

8. An officer shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session.
9. Any interrogation of an officer shall be recorded, either electronically or by a stenographer, and the complete interrogation shall be published as a transcript. Any recesses called during the interrogation shall be noted in the transcript.
10. An accurate copy of the transcript or tape shall be provided to the officer upon written request, no later than fifteen (15) working days after the investigation has been completed.
11. After reviewing all the information collected in the course of an investigation of a peace officer, the chief administrator of the officer's employer may order the officer to submit to a polygraph administered by a licensed polygraph examiner, provided that all other reasonable investigative means have been exhausted and the complainant has agreed to and taken a polygraph examination and the officer has been advised of the administrator's reasons for ordering the polygraph examination.
12. A peace officer may file a written response to any document containing adverse comments entered into his personnel file and the response shall be filed with the officer's employer within thirty (30) days after the document was entered into the officer's personnel file. A peace officer's written response shall be attached to the document.
13. When any peace officer is under administrative investigation and a determination is made to commence a criminal investigation, he/she shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.
14. In the event it is determined that the complainant falsified his/her statements, the department may take whatever action is deemed appropriate and the officer at his/her discretion may pursue legal remedies against the complainant.
15. Any officer who knowingly withholds evidence or information pertaining to an investigation will have provided just cause for disciplinary action including dismissal.
16. All files and reports of investigations by the Internal Affairs Unit are confidential. They are intended for the exclusive use of the Chief, the City Manager and the City's legal representative. An individual officer shall have the right to review his/her own files, along with a personal representative if requested in writing. If the investigation results in departmental charges being filed against the officer, that officer, shall be provided access to all reports of the investigation which will contain all known material facts of the matter including tape recordings.
17. ***Investigations will be conducted by in-house staff or outside agency as determined by the Chief. An outside agency hired by the City/Chief to conduct an investigation shall have full authority as if it were the in-house investigator. A good faith effort will be made by the department to complete the investigation within six months.***

*This does not apply to officer involved shootings or criminal investigations. These investigations will take whatever time ins necessary, within the law, to conduct a thorough and complete investigation.*

### **Section 33 DISCIPLINARY ACTION**

- A. In the event that an investigation warrants possible implementation of disciplinary action against an employee, if the investigated employee so requests, the Association may designate a representative to participate at all stages of the grievance process.
  - 1. The employee and/or Association Representative shall be afforded the opportunity to a pre-determination hearing before their immediate supervisor or their designee (rank of lieutenant or above). Such a hearing shall be officially documented and recorded.
  - 2. Every attempt will be made by the supervisory personnel in common everyday language to inform the employee involved in the investigation of the incident and Department's course of action. The language need only be specific enough to notify the employee of the alleged misconduct.
  - 3. The employee shall be provided with copies of the written charges.
- B. When disciplinary action has been proposed, the action may include anyone of the following types, or all. In any case transcription of the incident(s) and disciplinary action(s) shall be in a written format and entered into the employee's departmental or official personnel files.
  - 1. Written reprimands
  - 2. Suspension
  - 3. Demotion
  - 4. Dismissal
- C. An employee shall be progressively disciplined if appropriate; however, the employer has the right to determine at which level of progression the discipline will be imposed and it shall be determined on a case-by-case basis depending on the seriousness of the infraction(s).
  - 1. Once a decision to discipline has been made, the Chief may postpone the disciplinary action up to forty-five (45) days due to extenuating circumstances that affect the employee or the employer.
- D. Disciplinary actions may be appealed through the grievance procedures identified in this agreement.
- E. Sergeants have no authority to exercise administrative discipline over Association Board Members, but may make a recommendation based upon their personal observations regarding misconduct by another officer. Any disciplinary matters regarding Association Board Members shall be automatically referred to a lieutenant or other superior officer for investigation and action. However, this provision above shall not prevent a Sergeant from fulfilling or exercising their technical supervisory duties.

## **Section 34 GRIEVANCE AND APPEAL PROCEDURES**

- A. A grievance is defined as any written dispute which may arise between the Parties regarding disciplinary actions resulting in written reprimands through dismissal or a violation of this agreement. Grievances alleging a violation of this agreement must be filed initially at Step 2 of this procedure.
- B. The employee may file a written grievance within seven (7) calendar days of the date the employee knew or should have known of the issue that generated the disciplinary action or alleged violations of the collective bargaining agreement. Failure to do so will result in the grievance being null and void. If the employer does not respond within the specified time limits, then an automatic appeal to the next grievance level will be guaranteed to the employee. Every attempt will be made to resolve the issue with the employee at the lowest level of supervision. Throughout the whole grievance process, the employee shall have the right, if elected, to have a member of the Association present at all meetings.
- C. Grievance process:

**Step 1.** Within seven (7) calendar days of the predetermination hearing held in accordance with Section 33. A. of this Agreement, the employee's immediate supervisor (rank of Lt. or above) shall determine a course of action and a follow-on meeting shall be scheduled with the employee to impose the disciplinary action, if any. In the event that the employee disputes the disciplinary action imposed by their immediate supervisor, the employee shall file a written grievance within seven (7) calendar days of the date the discipline meeting. The grievance shall be filed with the Chief of Police or the designated department representative.

**Step 2.** The Chief or his designee shall schedule a meeting with the grievant and his/her representative, if the employee has chosen to be represented, in an attempt to resolve the grievance. Within seven (7) calendar days of the Chiefs meeting, the Chief or his designee will render a written decision. If the employee (grievant) is not satisfied with the decision of the Chief, the employee may appeal the grievance to the City Manager within seven (7) calendar days of the Chiefs decision.

**Step 3.** The City manager or his designee will schedule a meeting with the employee and his/her representative, if the employee has chosen to have representation, in an attempt to resolve the grievance. Within seven (7) calendar days of the City Managers meeting the City Manager or his designee will render a written decision. If the employee is not satisfied with the City Manager's decision, the Association and the employee (grievant) may within seven (7) calendar days of the City Manager's decision, give notice to the City that the issue needs to resolved by arbitration.

**Arbitration** -The arbitration proceeding shall be conducted by an experienced labor management relations arbitrator to be selected by the City and the Association. The Federal Mediation and Conciliation Service (FMCS) shall be requested by the Association/Grievant to provide a list of eligible arbitrator names. If the Parties fail to agree on specific arbitrator name from the supplied list, then a flip of a coin will determine who strikes the first name from the eligible list. The Parties will then alternate selection of striking names from the list until one name is left which that person shall be chosen as the Arbitrator. The decision of the Arbitrator shall be final and binding on both the Parties. The cost of the arbitration will be borne equally by both Parties.

### **Section 35 BARGAINING UNIT EMPLOYEES**

A bargaining unit employee is an employee who occupies a position within the department that has been identified as appropriate for inclusion in the bargaining unit and who has completed the required twelve (12) month probationary period *which begins when the employee successfully completes the law enforcement academy. This will become effective on the date of execution and affect only new employees hired after this date.*

### **Section 36 FILLING OF VACANCIES**

- A. A vacancy is an eligible bargaining unit vacant position that the Department decides to fill from the pool of eligible employees.
- B. Promotional opportunities /vacancies within the bargaining unit will be posted on the departmental bulletin boards for a period of seven (7) calendar days. Qualified employees interested in being considered for the vacancies will submit a written request prior to the application deadline. If an employee is on approved leave during the posting period, the employee will be allowed to apply upon return to duty if the request is submitted prior to the designated testing date. To be qualified for promotion, the employee must have a minimum of five (5) years in Law Enforcement and three (3) years minimum service with the Gallup Police Department.
- C. Qualified employees who submit a timely application shall be eligible to compete in the promotional process.
- ~~D.~~ The police rank within the bargaining unit hierarchy promotion process will consist of validated law enforcement written *test, structured law enforcement oral board and/or practical assessment, a review of the official personnel record, which will include the disciplinary record.* ~~and oral examinations.~~
  - a. *The written test shall be proctored and scored by the City of Gallup's Human Resources Department.*
    - i. *The written test shall be created by the Gallup Police Department and validated by the Human Resources Department*



*as a valid Law Enforcement Test. A validated testing instrument may be recommended by the Human Resources Department and approved by the Police Chief.*

- ii. The eligible candidates who take the written test and obtain a passing score of 70% or above will proceed to the structured oral board and/or practical assessment.*
- iii. In the event that no candidate scores 70% or above, the vacancy will be readvertised.*

- b. A structured law enforcement oral board and/or a practical assessment shall be conducted by one person from the Gallup Police Department, and two others from law enforcement agencies.*
- c. A composite score will consist of the written test score, oral board and/or practical assessment score, score of the official personnel file including present and past performance evaluations, and disciplinary record review.*

~~The written examine shall be administered and validated by City of Gallup Human Resources Department.~~

~~1. The written assessment shall be a valid Law Enforcement examination.~~

~~11. The top fifty percent (50%) of the candidates who are tested in the written examination may proceed to the structured oral and/or practical exam.~~

- ~~d. A structured law enforcement oral examination and/or a practical examination shall be conducted by one person from the Gallup Police Department, and two others from other law enforcement agencies.~~

~~1. The Oral examination shall include a review of the employee present and past performance evaluations.~~

- E. Candidates who have completed the process will be ranked in order of their composite scores. In the event that there is a tie in the composite score of two or more candidates and one vacancy, the highest score on the personnel record review will determine the final selection. The highest to lowest score shall be tabulated onto a promotional list for filling the next vacancy. The employee(s) with the highest combined scores shall be promoted to the next successive rank.*

~~Employees who participate in the written and oral examinations shall be ranked in order of their combined scores. The highest to lowest score shall be tabulate onto a promotion list. The employee with the highest combined scores shall be promoted to the next successive rank.~~

- ~~a. The promotion list shall expire in eighteen months from when established or at the time when the last participant is promoted,~~

~~which ever event occurs first. Once the promotion list is emptied or expired, the departmental shall within a reasonable time period re-establish the promotion list.~~

### **Section 37 STAFFING**

It is recognized that it is the right of the Employer to set and determine the number of employees to be employed in each job classification. The Association supports attempts to insure that sufficient personnel and resources are available to accomplish the delivery of timely and safe service to the citizens of Gallup.

### **Section 38 CITY OF GALLUP AND POLICE DEPARTMENT REGULATIONS**

The Department may amend or expand current rules and regulations which directly affect or may affect bargaining unit employees provided provisions of this Agreement or any Memorandum of Understanding signed by the parties are not violated.

Prior to the implementation of any new or amended rule or regulations (S.O.P.), the Association President will be provided a written copy of such material and will be afforded the opportunity to provide written or oral input to the Policy and Procedures Review Board, unless the change or new material is due to an emergency. In emergency situations new or amended rules and regulations (S.O.P.) will be implemented immediately.

### **Section 39 CONTRACT INCLUDES ENTIRE AGREEMENT**

The parties agree that they have had the opportunity to negotiate on all issues introduced for negotiations and it is understood and agreed by and between the parties, hereto, that this Agreement is the complete and only agreement between the parties and supersedes any and all previous agreements. The City and the Association may upon mutual agreement and negotiations agree to a Memorandum of Understanding (MOU) which may change provisions of this contract.

A master copy of the Agreement will be provided to each party and each party is responsible for making and distributing copies to their constituents.

### **Section 40 SAVINGS CLAUSE**

Should any part of this agreement or any provision contained herein be declared invalid by a Court of competent jurisdiction, the validity of the remaining portions of this contract shall not be affected. Should this occur, either party may request, in writing within ten (10) days of the notice of invalidation, the negotiation of replacement language for the provision declared invalid.

### **Section 41 TERMS OF AGREEMENT**

This Agreement shall last for term of thirty-six (36) months beginning on date of execution by both parties. Reopening of negotiations *for economic issues* shall

occur over the next two years for economic issues April of each year *beginning in March 2023 and 2024*, and a complete reopening of negotiations *will occur* in April of ~~2022~~ 2025.

This is a total final settlement. All issues not included herein are hereby resolved except by mutual agreement of the parties.

#### **Section 42 INDEMNIFICATION**

The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by its Board or the Association for the purpose of complying with this agreement.

ACCEPTED AND AGREED:

GALLUP POLICE OFFICERS ASSOCIATION	
By: _____ President	Date:
By: _____ Secretary	Date:

ACCEPTED AND AGREED:

CITY OF GALLUP	
By: _____ Maryann Ustick, City Manager	Date:
By: _____	Date:
Attest:	
By: _____ Alfred Abeita, City Clerk	Date: