

AGREEMENT

BETWEEN

THE UNIVERSITY OF NEW MEXICO

AND

THE UNIVERSITY OF NEW MEXICO POLICE OFFICER'S ASSOCIATION  
ALBUQUERQUE

EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

SECTION	TITLE	PAGE
	AGREEMENT	3
1.	EXCUSED ABSENCE FOR ASSOCIATION DUTIES	3
2.	LOST, DAMAGED, OR STOLEN PROPERTY	4
3.	UNIFORMS	5
4.	FIREARMS	5
5.	TIME OFF TO VOTE	5
6.	TRAINING AND EDUCATION	5
7.	MILITARY LEAVE	6
8.	SENIORITY BIDDING FOR OPERATIONS	6
9.	LEAVE OF ABSENCE WITHOUT PAY	6
10.	EQUAL OPPORTUNITY PROGRAMS	7
11.	EMPLOYEE SAFETY AND HEALTH	7
12.	THE SAFETY AND HEALTH COMMITTEE	7
13.	RESPONSIBLE UNIVERSITY- ASSOCIATION RELATIONSHIP	8
14.	PHYSICAL EXAMINATIONS	8
15.	COMPENSATION	8
16.	VACATION AND VACATION ACCRUAL	11
17.	SENIORITY AND PROBATIONARY PERIOD	11
18.	HOLIDAYS	12
19.	SICK LEAVE	12
20.	PERSONAL LEAVE WITH PAY	12
21.	HOURS OF WORK	12
22.	MISCELLANEOUS BENEFITS	14
23.	OUTSIDE EMPLOYMENT	14
24.	RETIREMENT	14
25.	OFFICERS LIABILITY PROTECTION	15
26.	INSURANCE BENEFITS	15
27.	DEPARTMENTAL PERSONNEL FILES	15
28.	JURY DUTY AND WITNESS PAY	15
29.	ON-CALL, CALL BACKS, AND OVERTIME DUE TO SHIFT SHORTAGES	15
30.	MANAGEMENT RIGHTS	16
31.	CHECK OFF AUTHORIZATION	17
32.	LAY OFF AND RECALL	17
33.	INTERNAL AFFAIRS	17
34.	DISCIPLINARY ACTION	20
35.	GRIEVANCE PROCEDURES	20
36.	ARBITRATION	20
37.	AUTOMATIC TERMINATION	22
38.	PROMOTIONS	23
39.	UNM AND POLICE DEPARTMENT REGULATIONS	22
40.	CONTRACT INCLUDES ENTIRE AGREEMENT	24
41.	SAVINGS CLAUSE	25
42.	OFF DUTY RESPONSE TO CRIMES IN PROGRESS	23
43.	WORKERS' COMPENSATION	23
44.	SUPERVISION OF RELATIVES AND COHABITANTS	25
45.	ALCOHOL AND DRUG TESTING	25
46.	CHANGING TIME	25
47.	TERM OF AGREEMENT	26
	APPENDIX A	27
	ADDENDUM	30

## **AGREEMENT**

THIS AGREEMENT is entered into by and between the University of New Mexico, hereinafter, sometimes referred to as "UNM", and the University of New Mexico Police Officers Association, hereinafter referred to as the "Association," to include those sworn certified officers employed at either the UNM Valencia or Gallup campuses known as Branch Campus Police Officers. WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement to writing.

NOW THEREFORE, IT IS HEREBY AGREED:

In accordance with the UNM's Labor-Management Relations Resolution in effect on the date of this Agreement, UNM recognizes the University Police Officer's Association as the exclusive collective bargaining representative for Police Officers (Detective and Patrol Officer assignments), Corporals, and Sergeants, and branch campus Police Officers and Sergeants.

This master agreement shall apply to all employee members of the Association. Specific provisions which are distinct to either branch campus are attached hereto and incorporated into this master agreement. Any other area of the Agreement that also specifically references the Executive Director Branch or designee will apply to only the campus branches as described above. While areas of the Agreement which reference the Chief or designee will apply only to the UNM Main Campus in Albuquerque.

### **Section 1 EXCUSED ABSENCE FOR ASSOCIATION DUTIES**

A. The Association may request that Association members be excused from their UNM duties to carry on official Association business.

1. Except as provided in paragraph 2. and B. below, requests shall be made in writing by the Association to the Chief of Police, Executive Director, or designee five (5) working days prior to the commencement of the requested absence. UNM shall respond to such requests within two (2) working days from receipt of the absence request.
2. In emergency situations, requests may be made verbally as soon as practical and UNM will make a good faith effort to respond in like manner. Such requests shall be confirmed in writing within five (5) working days.
3. An employee who requests representation in accordance with the Agreement will have no longer than 5 business days to secure a representative.

B. Upon approval by UNM, such excused absences shall be in accordance with the following provisions.

1. Without pay or during the lunch hour;
2. With credit for seniority as defined in Section 17 of this Agreement;
3. With eligibility to continue group insurance benefits in which the employee was enrolled;
4. With guarantee of reinstatement to the job vacated or one of equal pay;
5. For a specific period of time acceptable to UNM, but not to exceed six (6) months;

6. An Association member may request annual leave in lieu of excused absence for Association duties. Such request must be made prior to such leave;
  7. UNM's obligation under this Section shall cease upon ten (10) calendar days written notice to the Association should the terms of the excused absence be violated by the member.
- C. Upon approval from their supervisors, local Association representative shall be excused without pay, from their assigned UNM duties to:
1. Confer with involved UNM officials regarding specific grievances, or meetings where management will be announcing disciplinary action.
  2. Confer with involved University officials, at the direction of the University, regarding issues or actions that affect the bargaining unit employees.
  3. In no event shall an employee's assignment as an Association official interfere with their normal duty assignments.
  4. Employees who are appointed Association officials may utilize no more than two hours per week, except for the President who may be absent up to three hours per week.
- D. Local Association representatives may request, in writing, to the Chief/ designee, or Executive Director, to be excused with pay from their assigned University duties to confer with University officials, at the written request of UNM, regarding issues or actions which affect bargaining unit employees or to represent employees in grievance hearings with UNM when the hearings are held during the working hours of such local Association representatives. The number of local Association representatives excused with pay for one (1) grievance hearing may be equal to the number of management representatives except that the Labor Relations Representatives shall not be included in the count. It is understood by the parties that since the representatives are on paid time, the representatives are subject to call out.
- E. The Association shall advise UNM in writing once a year, or whenever there is a change, with a copy to the Employee Relations Representative, of those employees elected, chosen, and/or appointed as Association officials.
- F. The parties agree that no University or Police Department equipment or material will be used for Association business.

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

- A. Officers who have lost, damaged, or have had UNM property stolen in the line of duty, regardless of the cost, will not be required to reimburse UNM unless negligence is proven to the satisfaction of the Chief or Executive Director.
- B. Officers who have uniforms, equipment, or accessories lost or damaged during the course of an incident must request reimbursement in writing to the Chief or Executive Director via the chain of command within seven (7) calendar days of the incident. Because of the nature of police officer duties, officers are discouraged from wearing expensive watches, jewelry, and personal accessories; however, officers may exercise their discretion on this matter, provided they are still in compliance with uniform regulations. Officers who exercise their discretion also assume full responsibility for the loss, damage, and replacement of such accessories.

### **Section 3 UNIFORMS**

- A. It is understood by the parties to this agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect bargaining unit employees from financial hardship resulting from changes in uniform regulations. UNM shall provide two (2) complete uniforms at the initial hiring of those employees required to wear or maintain a uniform. UNM will continue to issue all equipment that the Chief deems necessary to sworn officers. The individual employee will have the discretion to wear the seasonal uniform that best agrees with him/her provided the employee is in compliance with the complete uniform established by the Chief. The Union may provide once annual input regarding the uniform in writing to the Chief by June 15<sup>th</sup> of each year.
  
- B. All sworn members of the bargaining unit on the main campus will receive a uniform and equipment allowance of \$650.00 per fiscal year, to be distributed on the first bi-weekly check in July of each year, if the Agreement is negotiated by June 1, 2015 or within two (2) pay periods of this Agreement being signed by the parties, if signed later that June 1, 2015.

### **Section 4 FIREARMS**

Firearms regulations of the Department prescribed in the Standard Operating Procedures (SOP) Manual, shall remain in full force and effect for the term of this Agreement. Employees who carry a firearm shall be required to remain certified as required by The New Mexico Law Enforcement Academy. UNM shall furnish ammunition for required certification. The Association will have input on the development of firearms training policies.

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

Employees who are registered voters are granted, at their request, time off from University duties to vote in a government election. UNM may require adequate evidence that the employee is a registered voter. Such time off within the daily work schedule is paid for at the straight time rate to a maximum of two (2) hours. Requests for time off to vote must be made as soon as practical, but no later than 8:00 a.m. on election day. UNM reserves the right to designate the time of day the employee is to be excused. This policy does not apply to employees whose daily work schedule either begins two (2) hours after the polls open or ends three (3) hours before the polls close.

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

- A. The Department will conduct all required in service training for all sworn officers in accordance with the New Mexico Law Enforcement Agency (NMLEA).
- B. The Association President or designee will be allowed to view the training file of an employee when the employee authorizes such in writing, to ensure the employee has met required state training. Once the Association President or designee has brought to light a deficiency in an employee's required training, the Department will address the issue as soon as possible.
- C. If training becomes available in an area that is not provided by UNM, the employee may request that he/she be allowed to attend the training if it meets the needs of the department as determined and approved by management. The department will pay the tuition for the training.

**Section 7 MILITARY LEAVE**

- A. Military leave will be granted in accordance with State and Federal law.
- B. If options or choices for the military duty exist, employees shall seek prior management approval for any military duty beyond the routine required annual training. Such approval is at the discretion of management.

**Section 8 SENIORITY BIDDING FOR OPERATIONS**

- A. Bidding for shift and days off in operations based upon seniority will occur every six (6) months for Officers and Sergeants. Seniority by rank shall prevail. When seniority is used for any purpose, it is based upon continuous service within UNM as a New Mexico certified law enforcement officer and if within the sergeant rank, based on date of promotion. Sergeants and Officers will be required complete annual training as required by their certification and may be required to complete additional professional development such as conferences, etc. The timeframes for this training and development may differ from the Officer's or Sergeant's regular shift.
- B. Bargaining unit employees desiring to exchange for shifts or days off due to hardship reasons may petition the Chief for approval. Such requests shall contain appropriate facts and evidence to justify the request.
- C. When the Chief determines that a position within operations is vacant, the Chief may fill the vacant position with an employee that meets the University of New Mexico Police Department's (UNMPD's) needs for a period up to ninety (90) calendar days. The Chief may extend the ninety (90) day time period at her discretion other than for patrol assignment for a period of up to thirty (30) days after discussion with the Association. Within sixty (60) calendar days of declaring a vacancy open, the bargaining unit employees will have the opportunity to bid for the vacancy based upon seniority for patrol assignments only. If no bargaining unit employee volunteers, then the position will be filled by the least senior bargaining unit employee in the same rank subject to the right of UNM to determine staffing levels.
- D. For the main campus, the normal bid process will occur in December of each year with implementation of the bid occurring following the winter break [approximately one (1) month after the bid] and early June taking effect in July [(approximately one (1) month after the bid)]. If the Department returns to a five (5) eight (8) hour per day week schedule, the Department will re-bid for that schedule within a week of the decision to return to the five (5) eight (8) schedule after consultation with the Association. The change to the new bid and schedule will occur 1 week after the bid.

**Section 9 LEAVES OF ABSENCE WITHOUT PAY**

- A. When a regular full-time employee has demonstrated a need for time off the Chief may grant a regular employee leave without pay for a period not to exceed one (1) year.
  - 1. Requests for leave without pay must be submitted in writing at least five (5) workdays in advance. The request must be submitted with all supporting documentation before the leave will be granted. The Chief will respond within five (5) workdays.
  - 2. During such leaves, the employee's position may be filled by another employee. At the expiration of a leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position. If there are no positions available, the employee will be placed on a reinstatement list for a period of ninety (90) calendar days. In the event the employee is not reinstated within the ninety (90) calendar day period,

UNM has no further reinstatement obligation. Approved leave without pay shall not constitute a break in service, but all time off in excess of thirty (30) workdays will be discounted from continuous service time.

3. Failure of an employee to report his/her return prior to the expected date of return from used leaves may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.
4. This section shall not apply to educational leave. Educational leave shall be handled in accordance with UAP Policy 3420, Leave without Pay.

B. Family and Medical Leave.

Employees qualified under the Family and Medical Leave Act (FMLA) will be granted leave from their duties in accordance with the provisions of the Act. Employees may use paid leave in accordance with the "Family and Medical Leave" Policy UAP 3440 and "Compensatory Time" Policy UAP, 3310.

### **Section 10 EQUAL OPPORTUNITY PROGRAMS**

The Association and UNM agree that the provisions of this Agreement shall be applied to employees in the bargaining unit without discrimination as to race, color, religion, sex, age, national origin, physical or mental disability, veterans status or sexual preference, or ancestry or medical conditions. The parties also agree that such provisions of the Agreement shall be applied to the bargaining unit without regard to Association membership, lack of Association membership, political affiliation, or because of any employee's status as a representative or member of the Association. Employee complaints charging sexual harassment or discrimination based on race, color, religion, sex, age, national origin, veteran status, physical or mental disability, sexual preference, or medical condition shall be administered by the Office of Equal Opportunity

### **Section 11 EMPLOYEE SAFETY AND HEALTH**

UNM of New Mexico believes that the safety and health of its employees are prime considerations in every phase of its activities. UNM is concerned for the human value of life, health, and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public. It is UNM's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, UNM will:

1. Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2. Make recommendations to the Safety Committee for safety equipment and procedures.

### **Section 12 THE SAFETY AND HEALTH COMMITTEE**

- A. Whenever an employee believes he/she has been assigned to use a piece of equipment, which is unsafe for its intended use, he/she shall immediately report the same to his/her shift supervisor. If the shift supervisor determines the equipment is safe for its intended use, the employee shall proceed to accomplish his/her full duties. If the employee continues to feel the equipment is unsafe, a different piece of equipment, if available, will be used by the employee. The employee may submit the question to the Safety Committee who shall make a recommendation to the Chief. In the event the committee determines the piece of equipment is not safe, no employee shall be required to use the same until necessary repairs have been completed. If the committee determines the equipment safe, its use shall be continued.

- B. A Safety Committee shall be established composed of two (2) representatives, one (1) selected by the Association and one (1) selected by the Department. If the committee determines that expert advice from outside of the Department is needed, the committee may consult with University departments in order to make its recommendation. The Safety Committee shall meet on an as needed basis and review the safety of the equipment and facilities used by the bargaining unit employees. If the committee finds that some of the equipment is unsafe, they will have one (1) month to complete any investigation they feel needs to be done.
- C. The Safety Committee shall be authorized to make recommendations to the Chief of Police with regard to the safety of the equipment used by the employees.

**Section 13 RESPONSIBLE UNIVERSITY-ASSOCIATION RELATIONSHIP**

- A. The Association and UNM will continue to work toward a professional labor management relationship characterized by mutual responsibility and respect, consistent with the interest of the educational, research, and public service mission of UNM.
- B. Each party shall bring to the attention of employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and to respect the measures they have agreed upon to ensure adherence to this purpose.
- C. The Association recognizes and agrees that high standards of workmanship, efficiency, work quality, and productivity are in the mutual best interests of both UNM and the Association.
- D. Both parties agree to notify the involved individuals in advance if they cannot attend a scheduled meeting.

**Section 14 PHYSICAL EXAMINATIONS/FITNESS**

- 1. Employees in the bargaining unit 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 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 UNM. Employees may take a medical examination with a physician of their choice and at their expense. Discipline, demotion, loss of pay, and/or transfer as a result of UNM-mandated examination are grievable pursuant to Section 35. If it is determined by UNM that an employee cannot perform his/her duties for medical reasons, the employee will be afforded all rights applicable under the American with Disabilities Act (ADA) and ADA Amendments Act. Applicants who would be eligible to be bargaining unit employees shall be required to pass a pre-employment mental and physical examination as related to their job description.
- 2. The Association President and the Chief or designee will develop a physical fitness program for bargaining unit employees.

**Section 15 COMPENSATION**

- A. Bargaining unit staff shall receive a one-and-a-half percent (1.5%) MSU increase effective July 1, 2021 and will be paid out on the check for the July 9, 2021 pay date, if this Agreement is ratified and signed by June 18, 2021. If agreement, ratification, and signature is reached after June 18, 2021, timing of the payment is dependent on the date the Agreement is ratified,



and signed and must allow for required processing time. Payments will not be adjusted upwards to make up for a delay in agreement between the parties after July 1, 2021.

If agreement is reached in accordance with the paragraph above the following criteria must be met:

1-Employees must have been hired prior to July 1, 2020 and have completed their probationary period prior to July 1, 2021 to receive their increase effective July 1, 2021 if agreement is reached in accordance with the paragraph above. Upon completion of probation after July 1, 2021, employees will receive an increase to the post-probationary rate.

2-Employees that have a centrally recorded 2020 Performance Evaluation must have a "Successful" rating listed on both the overall categories for job responsibilities and goals. Non-probationary employees who have not received a 2020 performance evaluation by their manager will not be prohibited from receiving the one-and-a-half percent (1.5%) MSU increase.

B. WAGE SCALE: The wage scale listed on the HR Website for Police Officers (grade 11) and Sergeants (grade 12) will apply to the Bargaining Unit.

C. COURT ALLOWANCE: Officers appearing in court on behalf of UNM and in connection with their duties will be paid overtime at one- and one-half times their regular straight-time hourly rate when not on duty. Officers appearing in court on duty time will receive their regular hourly rate.

D. SHIFT DIFFERENTIAL: UNM PD will pay a shift differential of 60 cents to swing shift and 65 cents to graveyard shift.

E. OVERTIME: Employees shall be entitled to overtime compensation at the rate of time and one-half their regular straight-time hourly rate when they perform work in excess of forty (40) hours in one week.

F. COMPENSATORY TIME: Time worked over forty (40) hours per week will be compensated at one and one-half times the employee's regular straight-time hourly rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp time for any employee is 240 hours. All hours over 240 shall be paid at the employee's regular hourly rate.

Employees with special expertise, as identified by the Chief or designee, will be assigned as a Field Training Officer. An officer will receive eight (8) hours of compensatory time at a straight time rate for each week spent conducting such training. Officers serving in the capacity of FTO Coordinator will receive (4) hours of compensatory time at a straight time rate for each week spent coordinating such training. Compensatory time earned will be subject to the 240-hour limitation noted in subsection E of Section 15 above.

G. OVERTIME FOR SPECIAL EVENTS: Special events overtime will be paid at the rate of time and one-half the regular straight-time hourly rate. Special events which occur outside of the employee's normal work hours will be paid at overtime. The overtime Administrator will e-mail all employees of the posting of this overtime to allow for all

employees to sign up once posted. If at all possible, the e-mail will be sent at least seventy-two hours prior to the posting of the overtime with the exception that less notice may be provided if less than 120 hours' notice is given to UNMPD. Special events overtime will be signed up for as designated post assignments. Officers in attendance at the bid shall be permitted to sign up for up to two (2) overtime slots until a full rotation is completed. If additional slots need to be filled, this process can be repeated as necessary. If all necessary slots are not filled through the bid process and notice to UNMPD precludes allowing Officers to sign up for the 24 hour period after the bid, the remaining open slots may be filled by Officers who sign up in the special events overtime book. Remaining unfilled slots may be filled as determined by UNMPD. During an event the department has the right to reassign Officers as needs arise.

H. UPGRADE PAY: The Chief or designee shall have the authority to assign an officer to a temporary upgrade identified as the Officer in Charge when a supervisor is absent for duty. An Officer assigned to such a temporary upgrade to include special events will receive an increase in the employee's hourly rate in the amount of \$1.84 for the period of time the employee is designated as Officer in Charge and actually works in the upgraded position.

When an Officer is appointed to an interim or acting assignment at a higher grade with full authority of the position, the Officer's salary should increase to the hourly rate consistent with the higher grade, for the period of time the Officer is assigned and working in the interim role.

I. FIELD TRAINING OFFICER (FTO) PAYMENT: Officers identified by the Chief or designee with special expertise as Field Training Officers or Field Training Coordinator, will be paid one hundred dollars (\$100.00) bi-weekly for additional duties performed as either a Field Training Officer or Field Training Coordinator, pro-rated based on full-time equivalency. Said FTO payment will be effective October 1, 2020.

The specific details of this payment shall be reviewed by the Chief on approximately October 1, 2021 based on the needs of the FTO Program. The results of said review will be negotiated with the Union.

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

- A. Bargaining Unit Employees will accrue vacation leave at the rate of fourteen (14) hours per month.
- B. Annual leave is prorated to allow for accrual on an hourly basis. Employees receive hourly accruals to equal their pay period totals.
- C. Employees will not be paid for any annual leave accrual upon separation prior to the completion of three (3) months of employment.
- D. While annual leaves are normally scheduled in accordance with the employee's wishes, UNM reserves the right to schedule an employee's annual leave in accordance with the needs of UNM. Should the needs of UNM limit the time and number of employees to be granted annual leave at any specific time, seniority and job title shall determine which employees may be granted such annual leave.
- E. When holidays fall during an employee's annual leave, that day shall be charged to holiday pay rather than to the employee's accrued annual leave time.
- F. Upon separation from employment employees are paid for a maximum of 168 hours of

unused annual leave credits based on employee's straight-time rate of pay. In the case of retirement or death, a maximum of 252 hours will be paid out.

- G. Unless otherwise specified in this Agreement, payment for annual leave taken shall be at the employee's straight-time rate.

## **Section 17 SENIORITY AND PROBATIONARY PERIOD**

- A. A regular full-time employee's seniority with the respective campus shall be a composite of: 1) the employee's present continuous period of employment; (2) any previous period of employment when the employee has been rehired within sixty (60) calendar days after resignation or discharge; and (3) the first thirty (30) calendar days of an approved leave of absence. Overtime assignments do not accrue seniority. A regular employee who separates from UNM employment and desires to return to employment with UNM shall submit a written request to the Police Chief or Executive Director within sixty (60) calendar days of the date of separation. The individual must be prepared to immediately begin the complete employment process. If the individual is returned to employment with UNM, the employee shall have seniority that was eliminated at the time of separation restored.
- B. Bargaining unit employees earn seniority from their first day of employment after obtaining law enforcement certification from the New Mexico Law Enforcement Academy. For seniority within rank, the date of hire or promotion will control. For those individuals that are hired at the same time, their date of state certification will control. When employees are sent to the State Academy at the same time and have the same certification date, their class ranking at the end of the Academy will determine their seniority. If there is no class ranking (as in the case of certification by waiver classes) the individual's New Mexico Law Enforcement Academy Certification Test score will be used and the higher score will have seniority over the lower score. When all of the above criteria are equal, seniority will be determined by the drawing of names out of a hat and each subsequent name shall have seniority over the other names in the hat. The first person being drawn shall have seniority over the other names in the hat and each subsequent name shall have seniority over the remaining names until all names are drawn.
- C. A person is probationary until they have satisfactorily completed their certification and for an additional twelve (12) months after hire into the respective campus. Such probationary period shall be time worked exclusive of injury, any leave of absence, or unpaid status. It is recognized that probationary employees are at-will employees. During such probationary period an employee may, at UNM's discretion and with or without cause, be released from employment and such releases are not grievable. It is understood by the parties that while probationary employees are not included in the bargaining unit, all provisions of this Agreement shall apply to probationary employees unless the provisions of this Agreement expressly deny such application. Upon the satisfactory completion of the twelve (12) month probationary period, the employee's status shall be changed to non- probationary and the employee shall be considered a part of the UNM Police Officers Association bargaining unit. At this point, the employee is free to join or not to join the Police Officers Association.

## **Section 18 HOLIDAYS**

- A. The holidays authorized by UNM and observed by the bargaining unit shall be the following:
- Martin Luther King
  - Day Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Winter Break as declared by the President of UNM  
(see <http://hr.unm.edu/about/hr/holidays.php>)

Sections B through E will apply to the main campus only:

- B. Unless the department reverts to a five (5) day eight (8) hours shift, bargaining unit employees working on a holiday will receive eight (8) hours of pay at time-and-a-half, plus two (2) hours of compensatory time at a straight time rate, plus ten (10) hours of holiday pay at a straight time rate. Only eight hours of holiday time per holiday is considered time worked for the purposes of calculating overtime.
- C. Bargaining unit employees who are normally scheduled to work that day but are off due to the holiday will be paid ten (10) hours holiday pay at a straight time rate. Bargaining unit employees who are on Regular Days Off (RDOs) will be paid eight (8) hours of compensatory time for the holiday at a straight time rate.
- D. Winter Break-Bargaining unit employees working their regular shifts to include weekends during the UNM Winter Break will receive their eight (8) hours of pay at time-and-a-half, plus two (2) hours of compensatory time at a straight time rate. The employee will also receive ten (10) hours of holiday pay at a straight time rate. The parties agree that bargaining unit members are not eligible for more than forty (40) hours of holiday pay per week during Winter Break.
- E. If on a five (5) day eight (8) hour shift, bargaining unit employees will receive eight (8) hours of pay for the holiday. If the employee works the holiday, he/she will receive an additional time and one-half for all hours worked. .
- F. To be eligible for holiday pay an employee must work the last regularly scheduled workday prior to the holiday and the next regularly scheduled workday following the holiday, unless such employee is on authorized annual leave, authorized sick leave, or other approved leave with pay.

## **Section 19 SICK LEAVE**

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental, and optical diagnosis or treatment. Absence from work to care for an ill or injured member of one's immediate family may be charged to the minor bank sick leave. Employees who are absent three (3) workdays or more because of personal illness or injury must present, to their supervisor, a statement from a health care provider. In special cases, the Chief, Executive Director, or designee may request a medical statement for any absence.

Employees will accrue paid sick leave benefits as follows:

Accrued sick leave is used as needed by the employee. The current policy of major, minor banks will continue during the terms of this Agreement.

**SICK LEAVE ACCRUALS:** Employees may accrue a maximum of 1040 hours of sick leave.

**GENERAL INFORMATION:** When sick leave benefits have been exhausted, employees may use any accrued paid annual leave or may take leave without pay on the same basis as sick leave provided either has been properly authorized. Sick leave benefits will not be paid for absences on authorized holidays or any other nonscheduled workdays. A regular employee who separates from UNM employment and returns to UNM employment within one hundred twenty (120) calendar days from the date of separation shall have former unused sick leave credits restored to their account.

## **Section 20 PERSONAL LEAVE WITH PAY**

An employee shall be granted time off from work and shall receive pay at straight time rate for the following purposes:

1. Death in employee's immediate family (to a maximum of three (3) days). Immediate family is defined as spouse, child, grandchild, parents (shall also include present mother-in-law and father-in-law), grandparents (including spouse's grandparents) and siblings of the employee.
2. Marriage of employee or the employee's child or parent (on day of wedding).
3. Selective Service exam (to a maximum of one (1) day).
4. Educational programs conducted by the University of New Mexico, Employee and Organizational Development Department of the Division of Human Resources. When attendance of such course is authorized by the employee's supervisor during the working hours of the employee, that time off will be with pay.

## **Section 21 HOURS OF WORK**

- A. The normal work week for employees on the Albuquerque campus will be forty (40) hours comprised of either five (5) eight (8) or four (4) ten (10) hour days. Beginning in the month of July 2011 or when the parties sign this Agreement, if later, the normal work week shall continue to be comprised of four (4) ten (10) hour days subject to the following:
  1. Staffing levels must remain at sufficient levels as determined by management.
  2. Overtime for shift coverage must not increase over the monthly average for FY 13.
  3. The Department reserves the right to return to a five (5) eight (8) hour per day week [based on the above (#1 and #2)] or business needs. Change from a 4/10 schedule to a 5/8 schedule is the sole right of the Department, and is not subject to the grievance and arbitration provisions of this contract. Management and the Union agree to meet and confer prior to implementation provided that the Union

- meets with Management within 1 week of being advised of the potential change.
4. Bidding for all shifts will be accomplished in Section 8-Seniority Bidding for Operation-Paragraph D of this contract.
  5. See Section 18 for the schedule for holidays.
- B. The workweek shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting hour nearest to that time. Under normal circumstances, management will assign consecutive days off in a normal work week. The days off will be the same, which will be identified by the Chief of Police or Executive Director..
- C. Lunch Breaks: UNM will attempt to ensure that a one-hour lunch period will be scheduled for each employee if the time permits. Employees will be paid for lunch period and are subject to call. Not more than two (2) members of the bargaining unit in any one shift may be on lunch at any one time without prior approval of a lieutenant or higher.
- D. Restricted duty: The Employer agrees to make a reasonable effort to place an employee whose physical condition prevents him/her from performing his normal work assignments in accordance with “Workers’ Compensation” Policy UAP, 3630 and “Reasonable Accommodation for Employees with Disabilities” Policy UAP, 3110.

## **Section 22 MISCELLANEOUS BENEFITS**

UNM shall extend the following benefits subject to University regulations and fees regarding their availability:

1. Education benefits
2. Tax Deferred Annuities
3. Free use of Johnson Gym facilities and tennis courts
4. Discounts on certain tickets and services
5. Credit Union
6. Discounts on fluoride treatment, x-rays, and cleaning at the Dental Program
7. Library
8. Clinical Law Program
9. Golf Course discounts
10. Rental of recreation equipment
11. Catastrophic Leave Program
12. Downtown parking

## **Section 23 OUTSIDE EMPLOYMENT**

An employee may engage in outside business activity or off duty employment provided it is not inconsistent or incompatible with, or does not interfere with the proper discharge of the employee's duties and responsibilities as an employee of the Department. Advance approval for such activities must be obtained from the Chief, Executive Director, or designee prior to commencement of such activities. The request must be in writing, and must provide sufficient information to allow for a full consideration of the request. UNM retains the right to revoke approval should circumstances indicate that there is a conflict of interest or if the outside duties or business interfere with the employee's ability to fully perform their duties, or if the activity interferes with the duties, functions, or mission of the Department

## **Section 24 RETIREMENT**

UNM will continue its current policy on retirement. Members of the bargaining unit are covered by the Educational Retirement Act (ERA).

**Section 25 OFFICERS LIABILITY PROTECTION**

Bargaining unit employees are afforded all rights as provided under the New Mexico Tort Claims Act.

**Section 26 INSURANCE BENEFITS**

UNM agrees to continue to provide the current percentage of contributions for Life, Health, Dental, and Disability insurance in accordance with State law.

**Section 27 DEPARTMENTAL PERSONNEL FILES**

An employee may review his/her departmental personnel and training files within the Department upon verbal request. Such requests will be complied with immediately. In the event that the request cannot be complied with immediately, UNM will make the reason known to the employee. The request will be granted as soon as practical.

**Section 28 JURY DUTY AND WITNESS PAY**

On days he/she would otherwise have worked, an employee shall be given necessary time off without loss of pay for jury duty or witness duty provided the employee is not testifying in an action filed against UNM. Fees received for jury duty (other than meal or travel allowances) shall be returned to UNM. Time off with pay will be granted to an employee who appears before a court, public body or commission as a witness on behalf of UNM or because of his/her official capacity with UNM. Employees on graveyard or swing shifts will deduct from such assignment the equivalent length of time spent in the performance of jury duty. The employee and employer will come to agreement on whether such time off will be taken at the start or prior to the end of the shift assignment.

**Section 29 ON-CALL, CALL BACKS, AND OVERTIME DUE TO SHIFT SHORTAGES**

- A. On-Call Status: A police officer will not be required to remain at home for purposes of on-call status, so long as he/she can assure his/her availability for duty within one (1) hour.
- B. The determination as to the need for the use of on-call status and how many officers are required will be made by the Chief of Police/designee or Executive Director/designee. Employees with special expertise, as identified by the Chief/designee or Executive Director/designee, will alternate being placed on-call for a one (1) week period and will receive five (5) hours of compensatory time for on-call status.
- C. Call Back Time: When an officer is called to work at a period other than his/her regularly scheduled working hours, he/she is guaranteed pay at the rate of one and one-half times the hours worked with minimum guarantee of two (2) hours. Payment will commence thirty (30) minutes prior to arrival at the scene or to the Police Department, provided the employee is available by telephone or radio.
- D. The following procedures will be implemented when making assignments for overtime for Officers due to shift shortages created based on absences less than two (2) weeks in

duration:

1. A list requesting volunteers for potential overtime will be posted on a yearly basis. Officers will be placed on this list by order of seniority. If there is greater than 24 hours' notice and the most senior officer is unavailable, the next individual on the list will be contacted.
  2. If the shift is not filled, or the shortage is discovered less than 24 hours before the start time, the first available officer will be chosen from the shift that is working. If no one from the shift accepts the overtime, Management will then use the Seniority list for overtime.
  3. Officers will be called first to fill the overtime slot, Sergeants will be called second and Lieutenants, if applicable, will be called last.
  4. If no one in any of the titles above agrees to fill the slot within one (1) hour prior to assignment, the least senior officer on the current shift will be notified that he/she will be required to work the assignment. The officer may make arrangements to split the shift with another officer, but must advise the supervisor on duty of the arrangement.
  5. The supervisor who posted the overtime will ensure the assignment is filled.
  6. Length of hours worked in one (1) day will not exceed sixteen (16) hours excluding emergencies.
- E. The procedure for making assignments for overtime due to an Officer's absence of two (2) weeks or greater will mirror the process outlined for overtime for special events.

### **Section 30 MANAGEMENT RIGHTS**

UNM retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico and the UNM Labor-Management Relations Resolution in effect on the date of this Agreement. Subject to existing law, UNM shall also have the management rights outlined below:

- A. The administration of all matters covered by this Agreement shall be governed by the provisions of applicable constitutional provisions, Federal and State laws, and the policies adopted by the Board of Regents. This Agreement shall at all times be applied subject to such constitutional provisions, Federal and State laws, and policies.
- B. UNM shall retain the right in accordance with applicable Federal and State laws, and board policies.
  1. To determine the mission of UNM and its constituent colleges, schools and departments;
  2. To set standards;
  3. To exercise control and discretion over University organization and its operations;
  4. To direct employees of UNM;
  5. To hire, promote, transfer, assign, and retain employees in positions within UNM; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
  6. To relieve employees from duties because of lack of work or for other legitimate reasons;
  7. To maintain the efficiency of the operations entrusted to the Administration;
  8. To determine the methods, means, and personnel by which such University operations are to be conducted; and



9. To take whatever actions may be necessary to carry out the functions and mission of UNM and maintain uninterrupted service to its students and faculty in situations of emergency.
- C. Strikes, slowdowns and interruption of the services or operations of UNM are prohibited. Any such action by an employee is considered cause for termination.
- D. All wages and other benefit agreements are subject to necessary funds being made available by the New Mexico State Legislature and the Board of Regents of UNM of New Mexico.

**Section 31 CHECK OFF AUTHORIZATION**

- A. UNM shall, for the duration of this Agreement and for any officer who submits authorization therefore, deduct from such officer's pay for each pay period of each month Association dues in an amount specified by an Association officer in writing to the Payroll Department.
- B. UNM shall remit the amount withheld to the Association.
- C. All authorizations for deductions mentioned in this section shall continue until the employee revokes their association dues deductions, the employee transfers into a non-bargained for position, or the employee is separated.
- D. The Association shall indemnify, defend, and save UNM 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 UNM for the purpose of complying with this section.
- E. Any change by the Association of the dues deduction amount requires a thirty (30) calendar day advance notice to the Payroll Office.

**Section 32 LAY OFF AND RECALL**

- A. In event that lay off is necessary, UNM shall provide the Association an opportunity to provide alternatives.
- B. When it is necessary to have a reduction in work force, officers will be laid off in reverse order of seniority. It is understood by both parties, that probationary employees, while not covered by this Agreement, will be laid off prior to non-probationary employees.
- C. Employees laid off during a reduction in force will be called back to work in their seniority order.
- D. For the purposes of this section, seniority shall be applied as defined in Section 17, "Seniority and Probationary Period."
- E. UNM shall maintain a list of laid-off employees. Qualified laid-off employees will be hired to work before hiring new employees.
- F. UNM's obligation to recall a laid-off employee shall cease when the employee does not respond and report to return to work within ten (10) workdays after certificate of receipt of written notification, which has been sent by U.S. certified mail, return receipt requested, to the employee at the last known address.
- G. Any employee who has not been recalled within six (6) months of layoff shall be considered separated.

**Section 33 INTERNAL AFFAIRS**

- A. There will be established an internal affairs procedure by which complaints will be investigated by a sworn police officer chosen by the Chief or Executive Director that

is a superior ranking officer to the officer being investigated. However, an officer of equal or lesser rank to the officer being investigated may be assigned to actively assist as a resource to the superior officer in the investigation. This is to ensure that investigations conducted into employee conduct, misconduct, or complaints raised against an officer, are governed in a manner conducive to public confidence, good order, discipline, and good management practices and recognizing the individual rights of each member of the force. An employee being requested to conduct an internal investigation, or the Association on behalf of that employee, may petition the Chief or Executive Director for removal from the internal investigation for due cause.

1. The interrogation of any officer shall be at reasonable hours, preferably when the employee is on duty and during daylight hours unless the circumstance of the investigation dictate otherwise as determined by the Chief or Executive Director .
2. The interrogation shall take place at a location designated by the Chief or Executive Director, usually a department facility, and the employee shall be provided with the name and rank of the officer in charge of the investigation, the name and rank of the officer conducting the interview, and names of all persons who will be present during the interview(s).
3. The name of the charging officer, complainant, or citizen making the charge, shall be disclosed if this information is known to the officer conducting the investigation. If this information is not known, this shall also be disclosed. Disclosure of the complainant's name will not be required if revealing the name may jeopardize the investigation. However, once the investigation is completed and if the issue become(s) the subject of a later grievance, the names of the complainant(s) will be revealed at the request of the aggrieved along with a copy of the official complaint, signed or unsigned.
  - a. The Department will not conduct internal investigations into unofficial complaints of non-criminal nature, however, the Department is not prohibited from conducting a preliminary review to determine if allegations may be factual. The review will be assigned to a person at an Officer in Charge level or above. If it is determined that the employee against whom the complaint is made needs to be interviewed as part of an Internal Affairs Investigation, an investigator other than the original fact finder will be assigned and the employee will be given Garrity Rights. This may result in an unofficial complaint being elevated into an official complaint.
  - b. Official complaints shall be defined as any complaint made by any citizen, or member of the UNM community where the complainant provides his/her name, address, and telephone number and where the complainant has completed a signed statement. Complaints will also be classified as official if the complainant refuses to complete a signed statement and the charge is of such a serious nature as to warrant investigation or the charge is of a criminal nature.
  - c. Unofficial complaints shall be defined as any complaint of a non-criminal nature made by a citizen or member of the UNM community where the complainant refuses to complete a signed statement.
4. The officer shall be informed of the nature, if known, of the investigation before

any interrogation commences, and the specific violations that may have occurred, provided that all parties understand that the specific violations that are articulated in the pre-interrogation phase may change as the investigation progresses and as a determination is issued. Sufficient information shall be disclosed to reasonably appraise the officer of the allegations including new allegations.

5. The interrogations shall be conducted as soon as possible following receipt of a complaint, and the actual interrogations shall be limited as follows: a. On duty and off duty employees: Maximum of two, two hours sessions within any twenty-four (24) hour period with a one-hour break between sessions. In most cases the officer's tour of duty and interrogation shall not exceed fourteen (14) hours. b. In all instances, in addition to a one (1) hour break provided for above, time shall be provided for personal necessities, telephone calls, and rest periods as are reasonably necessary.
6. The employee shall not be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions. Nothing herein is to be construed to prohibit the investigating officer from informing the employee that his/her conduct can become the subject of disciplinary action.
7. The complete interrogation of the member shall be recorded mechanically. There will be no "off-the-record" conversations except by mutual agreement. All recesses called during the interrogation shall be noted in the record
8. If an employee is under arrest or is likely to be, that is if he/she is a suspect or the target of a criminal investigation, the investigation shall be handled by the appropriate officials or the appropriate agency. The employee shall be given his/her rights pursuant to the Miranda Decision or applicable law. Should the employee decide to exercise his/her Miranda Rights, the Department is in no way limited from taking any administrative and/or criminal action regarding the incident.
9. The officer shall be given an exact copy of the written statement he/she may execute, or if the questioning is mechanically recorded, the employee shall be given a copy of the recording or transcript upon request. He/she shall be allowed to provide his/her own mechanical recording device.
10. An officer must, as a condition of continuing employment, truthfully answer any and all questions relating to the matter under investigation whether the officer is a participant or a witness to the matter. The determination of whether a question is relevant to the matter under investigation shall be made solely by the investigating officer.
11. The Department shall afford an opportunity for an officer being questioned, to consult with counsel before being questioned, provided the interrogation is not delayed more than two (2) hours. Counsel, if available, or another person of the employee's choice, may be present during the interrogation.
12. In the event it is determined that a complainant falsified their statement, UNM or the officer being investigated, may take whatever action they deem appropriate.
13. In all cases where a sworn employee becomes aware of a violation of the S.O.P. or a violation of federal, state, or municipal law that is likely to lead to an investigation, the Chief or Executive Director must be notified.

14. Employees who are the subject of an investigation shall be provided written notification of the disposition of the investigation. The Chief or Executive Director shall classify the investigation as one of the following:
    1. Sustained - the allegation is supported by sufficient proof
    2. Exonerated.
    3. Non-Sustained - the evidence is insufficient to prove or disprove an allegation.
    4. Unfounded - there is no basis for the complaint.
  15. If the investigation of an officer is taking longer than sixty (60) calendar days, the Chief or Executive Director shall notify the officer being investigated, in writing, that extenuating circumstances exist and that the investigation will continue no longer than another fifteen (15) calendar days. The Officer will be notified in writing, of the outcome of the investigation within two (2) calendar days of completion of the investigation. Said notification shall be done within the sixty (60) calendar day time period unless extenuating circumstances exist which require the fifteen (15) calendar day extension. The timeframes listed in this subsection (A.15) shall start once the Officer has been notified they are a target of an IA investigation.
- B. When an employee is under investigation by UNM for alleged actions that could result in administrative or criminal sanctions being levied against the employee, he/she shall be afforded all rights and privileges guaranteed by the New Mexico Peace Officers Employer- Employee Relations Act. A copy of which is attached as appendix A to this Agreement.

#### **Section 34 DISCIPLINARY ACTION**

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate a representative to be present at all stages of the proceedings. The employee shall be provided with copies of the written charges and discipline decision.
- B. An attempt will be made to notify an employee in a disciplinary action in every-day language. The language need only be specific enough to notify the employee of the alleged misconduct.
- C. Disciplinary action shall include the following:
  1. Letter for Improvement
  2. Written reprimand/written warning
  3. Suspension without pay
  4. Dismissal/Discharge
- D. Letters for Improvement are not grievable. A bargaining unit employee may petition the Chief, after two positive performance appraisals, to agree not to use the Letter for Improvement in any subsequent disciplinary actions.
- E. Any employee who may be suspended or discharged shall be afforded the opportunity for a pre-determination hearing before the Chief of Police, or the Executive Director or designee at the Branch campuses.

#### **Section 35 GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure at the lowest possible level, mutually

satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.

- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. As used in this Article, “days” shall mean work days (Monday through Friday) and shall not include holidays or time when UNM’s Administrative Offices are closed.
- D. A written grievance must contain a statement of the grievance, the name of the employee(s), the circumstances and facts upon which it is based, the Section of this agreement allegedly violated and the remedy being sought.
- E. The term grievance and the procedure relevant thereto shall not be deemed applicable in the following instances:
  - 1. in matters where a method or review is mandated by law or by any rule, regulation, resolution or bylaw of UNM and;
  - 2. In matters where UNM is without authority to act.
- F. Grievances submitted on behalf of the Department shall be initiated by the Chief or designee by filing the grievance with the Association President or designee within 10 workdays of when the issue occurred or UNM became aware of the issue.
- G. Failure to submit a grievance within ten (10) workdays following the discovery of the act, or the condition which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties, the time limits expressed herein may be extended. Either the Association or employee who has entered grievances on their own behalf, may drop them at any Step.
- H. Should UNM fail to respond to a grievance within the time limits expressed herein, the Association may appeal to the next level of the grievance procedure. Should the Association fail to meet with the University within 10 workdays of the filing of the grievance or should the Association fail to respond to a grievance initiated by the Chief or designee after meeting with him/her within 10 workdays, UNM may appeal to arbitration.
- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. The individual will advise the Employee Relations Representative of this decision. In such cases, the Association shall be notified, in writing, by the Employee Relations Representative of any settlements reached.
- J. The Employee Relations Representative shall be provided a copy of all grievances submitted to Step One and all subsequent steps of the grievance procedure. The copy shall be provided by the initiating party. The Employee Relations Representative or designee may be called by either party at any step of the grievance procedure to provide advice and support to the parties.
- K. Grievances by the employee or the Association shall be presented as outlined below:
  - Step One – A bargaining unit employee who believes that he/she has a grievance, shall file a written notice with his/her lieutenant with a copy to the Employee Relations Representative within ten (10) workdays of when the issue occurred or when the employee became aware of the issue. The parties will attempt to resolve the grievance by meeting within ten (10) workdays of the filing of the grievance. The lieutenant will provide the

employee or Association Representative a written response within ten (10) workdays from the meeting. If the matter is not resolved to the satisfaction of the employee within ten (10) workdays of the response, the employee may file a written grievance at Step Two.

Step Two – The written grievance is filed with the commander with a copy to the Employee Relations Representative. At the time of personal service, the employee or Association Representative shall schedule a grievance meeting with the commander or designee. This meeting should be held within ten (10) workdays following receipt of the grievance, to discuss the grievance, and attempt a resolution. Within ten (10) workdays following the meeting the commander will provide the employee or Association Representative a written response to the grievance. If, in the opinion of the employee or the Association Representative a satisfactory settlement is not obtained within the ten (10) work days of the response this level, the employee or Association Representative may advance the grievance to Step Three. On grievances other than suspensions and terminations this is the last step prior to arbitration. Only suspensions and terminations may be advanced to the third step.

Step Three – If the matter is not resolved to the satisfaction of the employee within ten (10) workdays, the employee may file a written grievance at Step three. The written grievance must be filed with the Chief with a copy to the Employee Relations Representative. At the time of personal service, the employee or Association Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within ten (10) workdays following receipt of the grievance, to discuss the grievance and attempt a resolution. The Chief will provide a written response to the grievance within ten (10) workdays following the meeting to discuss the grievance. If, in the opinion of the employee or the Association Representative a satisfactory settlement is not obtained within ten (10) workdays of the date of the Chief's response, the employee or Association Representative may advance to Arbitration.

### **Section 36 ARBITRATION**

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension or discharge of an employee or the alleged violation of this Agreement.
  1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance Section 35, Grievance Procedure, must have been exhausted.
  2. The appeal must be received by the Employee Relations Representative within ten (10) workdays from the date of the response. .
  3. Within ten (10) workdays from receipt of the appeal to arbitration, the request for a panel will be made to the Federal Mediation and Conciliation Service (FMCS).
- B. An arbitrator shall be selected in the following manner:
  1. UNM and the Association shall attempt to agree on an arbitrator within ten (10) workdays. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.

- C. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing. Action shall be taken on the Arbitrator's decision within thirty calendar (30) days. Arbitration shall be conducted according to the rules established by the FMCS. On mutual agreement of the parties, the arbitration may be conducted according to the FMCS provisions for expedited arbitration.
- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- E. The Arbitrator shall have the authority to determine if there was proper cause for any disciplinary action, including whether the disciplinary action was based on illegal discrimination. However, in no cases shall he/she shall have the power to add to, nor subtract from, or modify this Agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.
- F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
  - 1. The Arbitrator's award may be set aside when the arbitrator:
    - a. Exceeded his/her authority in making the award.
    - b. Exceeded his/her jurisdiction under the terms of this Agreement, or,
    - c. The award is contrary to law.
- G. Arbitration is subject to the provisions of the State's Uniform Arbitration Act.
- H. In cases where it is shown that UNM or the Association grossly violated this Agreement in bad faith, the Arbitrator may require one party to pay both parties costs of arbitration.

**Section 37    AUTOMATIC TERMINATION**

An employee's employment status with UNM shall automatically terminate when:

- 1. The employee fails to report for work for a period of three (3) consecutive workdays without leave approved by the immediate supervisor or designee or the employee does not return from an approved leave. Workdays are considered consecutive even when broken by normal non-working days such as holidays or weekends. Such separations shall be considered as a voluntary resignation.
- 2. Such automatic separations shall be rescinded when it is determined by the immediate supervisor that the circumstances of such absence were justified and precluded giving notification. The immediate supervisor or designee, may require satisfactory evidence to support the absence.
- 3. If the immediate supervisor does not rescind the automatic separations, the employee may use the grievance procedures as outlined in this Agreement in an

attempt to be reinstated.

### **Section 38 PROMOTIONS**

- A. Testing for Sergeant: The department will provide a written test in April of 2019 and every two years thereafter in April or sooner if the promotional list is exhausted, for those non- probationary Officers who are interested in being considered for a sergeant's position, should one become available. The department will identify reference materials for study purposes during January of each testing year or 90 days prior to special testing. In order to be placed on a promotional list for sergeant, candidates must score at least 70% on the examination. The examination scores will be posted within ten (10) business days of the exam. UNMPD will advise the candidates if the posting of scores will take longer. If the list has been exhausted, the department will start a new process for the written test.
- B. When the department determines that a sergeant's vacancy will be filled, candidates who are on the current promotional list may apply for the sergeant's position through the normal applicant process as determined by Human Resources. Candidates must also meet any minimum qualifications listed on the position description and the vacancy notice. Qualified candidates for Sergeant may proceed to the screening committee interview, writing sample, or other method that the department deems necessary.
- C. Qualified candidates for Sergeant will receive a cumulative score for the different components. They will then be ranked by total score. The employees that test may review their test and score.
- D. A Chief's Board will interview the top three candidates based upon score.
- E. The successful applicant will be required to work with a supervisor for a period of 10 workdays to 60 workdays regardless of shift and will be required to satisfactorily complete a twelve (12) month trial period.
- F. If there are no candidates who apply or none of the candidates are able to pass the written examination with a score of 70% or better, the parties shall meet to discuss a possible resolution. The agreed upon resolution will be noted in writing by the parties. The Branch campuses will continue their current processes.
- G. The parties recognize that this section only addresses positions within the bargaining unit. All other vacancies and/or promotions for positions outside of the bargaining unit shall be handled by the Chief.

### **Section 39 UNM AND POLICE DEPARTMENT REGULATIONS**

UNM and the Department may amend or expand current rules and regulations which directly affect or may affect bargaining unit employees provided provisions of this contract or any Memorandum of Understanding (MOU) are not altered or affected. UNM and the Department will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to the Association President. The Association President shall be provided a written or electronic copy of any and all anticipated amendments to regulations, to the extent other constituent groups are notified and will be provided with the opportunity to respond in writing prior to implementation, unless the change is due to an emergency situation.



**Section 40 CONTRACT INCLUDES ENTIRE AGREEMENT**

It is understood and agreed by and between the parties, hereto, that this Agreement is the only existing Agreement between the parties with respect to any and all wages, and terms and conditions of employment for members of the bargaining unit. UNM and the Association may, upon mutual agreement, negotiate an MOU in writing which may change policy and provisions of this contract or other matters which may become issues of mutual concern from time to time.

**Section 41 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 shall not be affected.

**Section 42 OFF DUTY RESPONSE TO CRIMES IN PROGRESS**

A bargaining unit employee that is off duty and witnesses a crime in progress is required to act and will be considered on duty. An Incident Report will be completed for all off-duty incidents.

**Section 43 WORKERS' COMPENSATION**

A First Report of Accident Form will be completed by the employee, if injured in the course of duty. Such report will be submitted to his/her manager with the time limits designated by the State Workers' Compensation regulation.

**Section 44 SUPERVISION OF RELATIVES AND COHABITANTS**

Department personnel who are related to another department employee through marriage, or who are blood relatives, or who are cohabitating, will not supervise or command that employee. Additionally, relatives by blood, marriage, or who are cohabitating cannot work under the same sergeant or lieutenant, except:

- A. In the event a sergeant/lieutenant commands a section or unit that has more than one shift, then personnel may work for the same sergeant/lieutenant but must work a different shift that does not overlap.
- B. In the event a sergeant/lieutenant commands more than one unit, personnel may work for the same sergeant/lieutenant, but must work different units, which are organizationally separated.
- C. The Operations Commander will make the final decision if any conflict arises.

**Section 45 ALCOHOL AND DRUG TESTING**

The parties recognize the absolute necessity to have an alcohol and drug free workplace for the safety of bargaining unit employees, their coworkers, and the public. The parties agree that bargaining unit employees will be subject to reasonable suspicion, post accident, and random alcohol and drug testing to be administered pursuant to Department regulations developed by Management.

**Section 46 CHANGING TIME**

Employees covered under the bargaining unit who are required to be in uniform will receive 10 minutes within the start of his/her shift and 10 minutes before the end of his/her shift to change into and out of uniform. The changing time will be within his/her work schedule and will not be in addition to his/her 40 hour workweek. The Police Department will arrange adequate

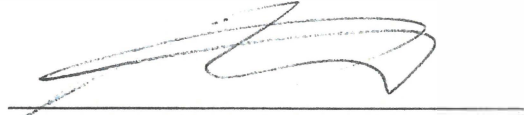
staffing to insure coverage during the changing time. In exchange, these bargaining unit employees will be required to change into and out of uniform at work. and, therefore, cannot wear the uniforms to and from work.

**Section 47 TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 2021 or date of ratification and signature, if later, and shall continue in effect through June 30, 2024. This Agreement will expire on June 30, 2024, unless either party serves written notice on the other party no later than March 1, 2024, of its desire to negotiate a successor Agreement or to extend the Agreement. This Agreement may be opened by either party in March of 2022 and 2023 regarding annual increases and regarding two non-economic articles by submission of written notice to the other party no later than March 1 of 2022 and 2023.

The parties hereto have set their hands and seals this day,

UNIVERSITY OF NEW MEXICO POLICE  
OFFICERS' ASSOCIATION

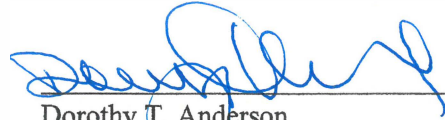


Andy Drexler President,  
UNMPOA

06-18-21  
Date

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UNIVERSITY OF NEW MEXICO



Dorothy T. Anderson  
Vice President, Human Resources

6/21/21  
Date

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**APPENDIX A  
AN ACT**

RELATING TO LAW ENFORCEMENT: CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATION ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO.

Section 1. SHORT TITLE Sections one (1) through eleven (11) of this act may be cited as the "Peace Officer's Employer-Employee Relations Act".

Section 2. FINDINGS AND PURPOSE

- A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between peace officers and their employers. Moreover, the existence of stable relations between peace officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.
- B. The purpose of the Peace Officer's Employer-Employee Relations act is to prescribe certain rights for peace officers, particularly, when they are placed under investigation by their employer.
- C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a peace officer except as provided in Section 8 of this act.

Section 3. DEFINITION. As used in the "Peace Officers Relations Act", "peace Officer" or "officer" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS When any peace officer is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the officer, the following requirements shall be adhered to:

- A. Any interrogation of an officer shall be conducted when the officer is on duty or during his normal waking hours, unless the urgency of the investigation requires otherwise;
- B. Any interrogation of an officer shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;
- C. Prior to commencement of any interrogation session: (1) An 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) An 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 administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity or security of the investigation; and (3) a reasonable attempt shall be made to notify the officer's commanding officer of the pending interrogation;
- D. During any 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 interrogation sessions within a twenty-four hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions; (3) The combined duration of an officer's work shift and an interrogation session shall not exceed

fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise; (4) There shall not be more than two interrogators at any given time; (5) An officer shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and (6) An officer shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;

- E. Any interrogation of an officer shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and
- F. Any accurate copy of the transcript or tape shall be provided to officer, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS - 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 examination administered by a licensed polygraph examiner, provided that:

- A. All other reasonable investigative means have been exhausted, and
- B. The officer has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS--When any peace officer is under investigation for an administrative matter, the officer shall be permitted to produce any relevant documents, witnesses or other evidence to support his case he may cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES

- A. No document containing comments adverse to a peace officer shall be entered into his personnel file unless the officer has read and signed the document. When an officer refuses to sign a document containing comments adverse to him, the document may be entered into an officer's personnel file if; (1) The officer's refusal to sign is noted on the document by the chief administrator of the officer's employer; and (2) The notation regarding the officer's refusal to sign the document is witnessed by a third party
- B. 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 days after the document was entered into the officer's personnel file. A peace officer's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS-NOTIFICATION--when any peace officer is under administrative investigation, he 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.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED--A peace officer shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY

- A. A peace officer shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the officer is off duty, except as otherwise required by law.
- B. Notwithstanding the provisions of Subsection A of this section, any peace officer employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS A peace officer shall not be subjected to any retaliation by his/her employer due to the officer's lawful exercise of his rights under the "Peace Officers Relations Act".

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

## **Branch Campus Addendum**

### **I. Uniforms**

- A. It is understood by the parties to this agreement that uniform regulations for the Branch Campuses are established by the Executive Director or designee and the primary purpose of this section is to protect bargaining unit employees from financial hardship resulting from changes in uniform regulations. The Branch shall provide two (2) complete uniforms at the initial hiring of those employees required to wear or maintain a uniform. UNM will continue to issue all equipment that the Executive Director or designee deems necessary to sworn officers. The individual employee will have the discretion to wear the seasonal uniform that best agrees with him/her provided the employee is in compliance with the complete uniform established by the Executive Director or designee. The Union may provide once annual input regarding the uniform in writing to the Executive Director or designee by June 15<sup>th</sup> of each year.
  
- B. All sworn members of the bargaining unit in the Valencia and Gallup branches will receive a uniform and equipment allowance of \$550.00 per fiscal year, to be distributed on the first bi-weekly check in July of each year, if the Agreement is negotiated by June 1, 2015 or within two (2) pay periods of this Agreement being signed by the parties, if signed later than June 1, 2015.

### **II**

#### **Departmental Personnel Files**

- A. An employee may review his/her Branch departmental personnel file upon verbal request. Such requests will be complied with immediately. In the event that the request cannot be complied with immediately, UNM will make the reason known to the employee. The request will be granted as soon as practical.
  
- B. A Branch campus employee may review his/her training file by making a written request to the Operations Commander in charge of training files.

### **III**

#### **Grievance Procedure**

Grievances made by the employee or on behalf of the employee at the branch campuses will begin at Step 2 and will be presented to the Executive Director's designee. Step 3 grievances will be presented to the Executive Director. All other terms and timelines outlined in the Grievance Article of the Agreement will apply.

### **IV**

## Hours of Work

The Branch campuses will retain their current scheduling of hours but may make changes based on business need.

## V

### Bidding

Annual bidding for operations shall be based on continuous service within the department within rank.