

# AGREEMENT BETWEEN

THE INCORPORATED COUNTY OF

**L**  **S** **A** **L** **A** **M**  **S**

and

The International Union of Police Associations

(IUPA),

AFL-CIO, Local No. 14



Effective

JULY 1, 2024 – JUNE 30, 2028

## Table of Contents

Article 1	PREAMBLE .....	4
Article 2	RECOGNITION .....	4
Article 3	SEVERABILITY .....	4
Article 4	STRIKES/LOCK-OUTS.....	4
Article 5	AGREEMENT CONTROL .....	5
Article 6	NON-DISCRIMINATION .....	5
Article 7	MANAGEMENT RIGHTS .....	6
Article 8	EMPLOYEE RIGHTS .....	7
Article 9	UNION RIGHTS .....	7
Article 10	DUES DEDUCTION.....	9
Article 11	LABOR MANAGEMENT COMMITTEE (LMC).....	10
Article 12	DISCIPLINE.....	11
Article 13	PERSONNEL FILE .....	13
Article 14	GRIEVANCE PROCEDURES .....	14
Article 15	WORK HOURS, DAYS, ASSIGNMENTS AND SHIFTS .....	23
Article 16	PHYSICAL FITNESS .....	26
Article 17	UNIFORMS .....	26

Article 18	DRUG AND ALCOHOL-FREE WORKPLACE .....	27
Article 19	EMPLOYEE ASSISTANCE PROGRAM (EAP) .....	28
Article 20	TUITION REIMBURSEMENT .....	28
Article 21	REDUCTION IN FORCE (RIF).....	28
Article 22	FMLA.....	31
Article 24	CALL OUT AND STAND-BY PAY .....	32
Article 26	PAY.....	34
Article 26.1	PERA CONTRIBUTION .....	36
Article 26.2	LONGEVITY PAY.....	36
Article 27	STABILITY PAY .....	37
Article 28	TAKE HOME VEHICLES .....	37
Article 29	COMPLETE AGREEMENT .....	37
Article 30	SUCCESSOR AGREEMENTS .....	38
Article 31	TERM OF AGREEMENT .....	39
Exhibit A	SALARY STEP PLAN.....	40
Exhibit B	PERA CONTRIBUTION TABLE .....	42

**Article 1      PREAMBLE**

This Collective Bargaining Agreement (hereinafter the “Agreement”) is entered between the Incorporated County of Los Alamos (hereinafter called the “County” or “Employer”) and the International Union of Police Associations, AFL-CIO, Local 14 (hereinafter called the “Union”). This is the only Agreement between the parties.

**Article 2      RECOGNITION**

The County of Los Alamos recognizes the International Police Associations, AFL-CIO, Local 14 (“Union”) as the exclusive representative of all regular non- probationary Police Officers, Police Corporals, and Police Sergeants (“Bargaining Unit Employees”) eligible for collective bargaining. The exclusive representative shall represent the interests of all Bargaining Unit Employees without discrimination or regard to membership or non-membership in the Union.

**Article 3      SEVERABILITY**

If any provision of this Agreement is determined by final order of a court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

**Article 4      STRIKES/LOCK-OUTS**

Bargaining Unit Employee(s) or the Union shall not engage in a strike or slow down. The Union shall not cause, instigate, encourage, or support a strike or slow down. The County shall not cause, instigate, or engage in a Bargaining Unit Employee lockout. Bargaining Unit Employees

will not be required to act primarily as strike breakers. Nothing in this Article shall be construed to prohibit Bargaining Unit Employees from being directed to perform duties to maintain public safety.

**Article 5      AGREEMENT CONTROL**

The County Personnel Rules and Regulations and the Police Department Policies and Procedures Manual(s), which currently include the Police Department Policies and Procedures Manual, Standards of Conduct Manual, Emergency Operations Manual, Uniform Manual, Shift Standardization Policy, Evidence Manual, and Unusual Occurrences Manual, and as may be amended from time to time, will apply to all Bargaining Unit Employees unless they conflict with the provisions of this Agreement. If a conflict exists, this Agreement will govern. By mutual written agreement, the Parties (County Council or designee and the Union President) may modify this Agreement.

If the County proposes a new rule or a change in an existing Personnel Rule or to the Police Department Policies and Procedures Manual(s), as defined above, which affect Bargaining Unit Employees, the County will provide to the Union notice of a proposed change(s) prior to the implementation of the changes and allow the Union at least twelve (12) calendar days to provide written input.

**Article 6      NON-DISCRIMINATION**

The parties agree to the extent allowed by law that neither the Union's nor the County's respective policies or activities shall discriminate against any Bargaining Unit Employee based upon sex, marital status, race, color, creed, national origin, age, religion, disability, political

affiliation, veteran status, sexual orientation or Union or non-Union affiliation. The parties further agree that the grievance procedure contained in this Agreement shall be the exclusive remedy for a Bargaining Unit Employee to pursue a complaint regarding the matters covered by this Article or other provisions of the Agreement. This language constitutes a clear and unmistakable waiver of any right the Union or Bargaining Unit Employees have or may have to seek alternative remedies to the extent allowed by law.

**Article 7      MANAGEMENT RIGHTS**

Unless limited by the provision of this Agreement, Management's rights shall include:

- A. To direct and supervise all operations, functions, and the work of the Bargaining Unit Employees;
- B. To hire, lay off, promote, demote, assign, reassign, transfer, discipline, discharge or terminate Bargaining Unit Employees;
- C. To determine what, by whom and when services will be provided to the citizens;
- D. To determine staffing requirements, create and abolish positions, or to eliminate or reorganize work units;
- E. To determine the need for and the qualifications of Bargaining Unit Employees, and to determine the qualifications for and the qualifications of Bargaining Unit Employees considered for transfer and promotion;
- F. To take actions as necessary to carry out the mission of the employer in emergencies;
- G. The County retains all rights not specifically limited by this Agreement;
- H. Management's rights shall not be subjugated or in any way diminished by any

expressed or implied duty to bargain. This provision shall not be interpreted to prohibit or require bargaining on these subjects in negotiations for a successor agreement; and,

I. Retained management rights shall not be subject to the grievance procedure contained in this Agreement.

## **Article 8 EMPLOYEE RIGHTS**

Bargaining Unit Employees have the right to form, join or assist the Union. Bargaining Unit Employees also have the right not to form, join or assist the Union. No Bargaining Unit Employee shall be coerced, threatened, or pressured into joining or not joining the Union.

The Parties agree that all Bargaining Unit Employees are entitled to all the rights and privileges delineated in this Agreement. There shall be no rights either expressed or implied beyond the specific terms of this Agreement, and the Union shall be the exclusive representative for the representation of those rights.

## **Article 9 UNION RIGHTS**

The parties agree that the Union has the right to represent the interests of Bargaining Unit Employees so long as doing so is in accordance with the County Labor Management Relations Ordinance. In exercising these rights, the following provisions shall apply:

A. Space for a bulletin board, to be furnished by the County, where the Union may post its announcements will be made available. Nothing inflammatory or derogatory toward County or department management shall be contained in the material that is posted. Violation of this provision may result in the loss of this privilege.

B. The Union agrees to provide the Police Chief with the names and position of the

authorized representatives on July 1<sup>st</sup> of each year the Agreement is in effect and at each time a change in union representation occurs. Only those individuals that have been identified in writing, by the Union President, to the Police Chief, as Union representatives shall be recognized. These individuals shall not carry out Union business on County paid time except for *de minimus* correspondence with Employer.

C. The Union or its representatives shall not interrupt or interfere with the normal conduct of County business. Solicitation of Union membership during County paid time is prohibited. Meetings for conducting organization business and/or recruiting of Bargaining Unit Employees shall be confined to those pre-approved areas where County business is not being conducted.

D. Any investigation, processing or presenting of any grievance, whether by a Union Steward, Union Official or other Bargaining Unit Employee will not be performed on County paid time unless otherwise provided in this Agreement.

E. Union President may request to schedule meetings with Management to discuss any matters pertaining to the Agreement. Such meetings shall be scheduled at a time and place, which shall not interfere with the delivery of quality services to the citizens.

F. The County will provide one (1) copy of the Agreement to the police station and one (1) copy of the Agreement to each of the Union Officers. This provision shall require no more than ten (10) copies.

G. Mailboxes at Department if in existence, may be used for the dissemination of Union literature or correspondence so long as it is not inflammatory or derogatory toward County or department management. Bargaining Unit Employees are required to ensure their mailboxes are checked every shift and remain clean and tidy.



H. The Union President shall be placed on the call out roster for notification purposes only, regarding any Bargaining Unit Employee involved shooting, in custody death, traffic crash involving serious injury or death, or use of force event by the Bargaining Unit Employee that results in an injury that requires more than basic first aid. The Union President shall not be on County paid time while exercising rights in accordance with this paragraph. The Union shall not interfere in any way in the investigation, and the Union President, shall not be unreasonably restrained from representing a Bargaining Unit Employee, upon the Bargaining Unit Employee's request, at the scene.

I. This article sets forth all the rights and privileges of the Union and there shall be no implied rights beyond the specific terms of this Agreement.

#### **Article 10 DUES DEDUCTION**

The County shall collect and forward dues deductions for Union membership from Bargaining Unit Employees who submit a written authorization form provided by the Union for this purpose. Such dues deductions shall be one (1) amount for all Union members and shall not include any penalties, assessments, or arrears payments. Bargaining Unit Employees who desire to have dues deducted may do so by submitting appropriate written notice that is signed and dated to Human Resources. Bargaining Unit Employees who desire to have dues cancelled may do so, only once per year, by submitting appropriate written notice that is signed and dated to Human Resources within the first full pay period in April. Such dues will be forwarded to IUPA, 1549 Ringling Blvd, 6<sup>th</sup> Floor, Sarasota, FL, 34236. The parties agree the County assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Union. The Union, its membership, and individual members

of the bargaining unit agree to indemnify and hold the County safe and harmless of any legal action concerning the deduction of the union dues or failure to deduct Union dues.

**Article 11 LABOR MANAGEMENT COMMITTEE (LMC)**

A. The Labor Management Committee (LMC) is a meeting group solely for the purposes of this Agreement and shall not be deemed a board, commission or committee of the County under the County Charter, County Code nor for purposes of the Open Meetings Act. The purpose of the Labor Management Committee is not to alter this Agreement but to provide for clarification and implementation of this Agreement. Meetings held are for discussing and evaluating work related issues to enhance the work environment.

B. The LMC shall meet upon a mutually agreed upon time and place. If Union LMC members are on duty, they may participate in the committee meetings on County paid status so long as attendance does not interfere with operational needs as determined by the Police Chief or designee. The LMC meeting may be cancelled or suspended based upon operational needs. The parties agree there shall be no overtime or additional time paid for serving on this committee. The LMC shall be chaired alternately by the County and the Union.

C. Agendas shall be exchanged between both parties at least eight (8) days prior to the meeting. This will enable each party to examine and research the subject prior to meeting. If no items are timely placed on the agenda, the meeting may be cancelled.

D. The Union and the Employer shall each appoint four (4) members unless mutually agreed to the contrary.

E. The LMC shall be free to address any topic of mutual interest or concern that affects working conditions of Employees to include issues of health and safety.

F. Neither the discussions, nor the outcome thereof shall be considered or treated as

constituting a binding agreement.

G. The LMC is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC shall give the information to the County and the Union, and if both agree, a Memorandum of Understanding may be implemented.

H. The length of the meetings shall be mutually agreed upon by both parties but shall not exceed two (2) hours.

## **Article 12 DISCIPLINE**

A. The County and the Police Department have the exclusive right to investigate and discipline Bargaining Unit Employees for cause.

B. Discipline shall be administered in accordance with the County's Personnel Rules and Regulations and the following provisions:

1. Discipline shall be fairly and equally applied.
2. A Bargaining Unit Employee shall be afforded all rights and privileges, if any, in accordance with the New Mexico Peace Officer's Employer-Employee Relations Act, if applicable.
3. A Bargaining Unit Employee may be placed on administrative leave of absence with pay, if appropriate, during an investigation involving that Bargaining Unit Employee.
4. If an investigation could result in disciplinary action in the form of a written reprimand, suspension without pay, demotion or termination, the Bargaining Unit Employee may request one (1) Union representative to be present for the pre-disciplinary investigation or investigatory interview. Such a pre-disciplinary investigation or investigatory interview shall

allow for a reasonable time for the representative to be present, at a time that does not compromise operations.

5. During a Bargaining Unit Employee investigation, no documentation related to the matter will be placed in the Bargaining Unit Employee's official personnel file until the investigation is completed.

6. If disciplinary actions are taken against a Bargaining Unit Employee because of an investigation, such actions shall be taken within a reasonable time from the completion of the investigation. The Bargaining Unit Employee shall be provided the opportunity to respond to disciplinary actions prior to the imposition of any suspension without pay, demotion or termination. The Bargaining Unit Employee may be accompanied by a representative of his/her choosing when responding to any suspension without pay, demotion or termination. Any other discipline imposed shall not require adherence to this procedure.

7. Following the Bargaining Unit Employee's response to any suspension without pay, demotion or termination, the County shall issue a final determination within a reasonable period.

8. Discipline, to be effective, should be designed to correct and improve a Bargaining Unit Employee's performance and/or behavior. When discipline is to be imposed, progressive discipline shall be considered. The action to be taken depends on the seriousness of the incident and the whole pattern of the Bargaining Unit Employee's past performance, length of service, and previous conduct. Because of the serious nature of some infractions, the first disciplinary action may skip some steps of the disciplinary process and result in termination. The level of discipline to be imposed shall be an exclusive determination of the County.

9. Written reprimands older than three (3) years shall not be considered for progressive discipline determination unless the Bargaining Unit Employee's conduct demonstrates similar conduct of previous incidents.

### **Article 13 PERSONNEL FILE**

Bargaining Unit Employee's personnel files will be administered in accordance with the County's Personnel Rules and Regulations and the following provisions:

A. The County shall maintain an official personnel file for each Bargaining Unit Employee. The file will be maintained in the County Human Resources Division.

B. A Bargaining Unit Employee shall be permitted to review material contained in their official personnel file. A Bargaining Unit Employee wishing to review their official personnel file may be required to provide at least twenty-four (24) hour notice to review during the County's normal business hours. A designated representative of the County Human Resources Division shall be present during the file review. The Bargaining Unit Employee shall sign and date a form maintained in the official personnel file.

C. The County will honor the Bargaining Unit Employee's request for a copy of a document in the official personnel file. The Bargaining Unit Employee may be required to pay for the cost of the copies.

D. No document containing comments adverse to a Bargaining Unit Employee shall be entered into the Bargaining Unit Employee's official personnel file unless the Bargaining Unit Employee has signed acknowledging receipt of the document. When a Bargaining Unit Employee refuses to sign a document containing comments adverse to the Bargaining Unit Employee, the document may be entered into the Bargaining Unit Employee's official personnel file if:

1. The Bargaining Unit Employee's refusal to sign is noted on the document by the Chief of Police or designee; and

2. the notation regarding the Bargaining Unit Employee's refusal to sign the document is witnessed by a third party.

E. A Bargaining Unit Employee shall be entitled to provide a written response to any adverse material contained in the Bargaining Unit Employee's official personnel file. The response shall be filed with the County within thirty (30) days after the document was entered into the Bargaining Unit Employee's official personnel file. A Bargaining Unit Employee's written response shall be attached to the document.

F. The Department may maintain a separate working file for each Bargaining Unit Employee. Such file is not considered the official personnel file.

## **Article 14 GRIEVANCE PROCEDURES**

### **A. Purpose**

The purpose of this grievance procedure shall be to secure resolution at the lowest possible level of alleged violations which may arise under this Agreement. There shall be no other grievance or appeal procedure for the Union or Bargaining Unit Employees other than the procedures contained in this Article.

### **B. Definitions**

1. "Grievance" means a formal complaint concerning an alleged violation of a specific provision(s) of this Agreement where a Bargaining Unit Employee has alleged harm, or the Bargaining Unit Employee has received a written reprimand, suspension without pay,

demotion or termination based upon this Agreement.

2. “Grievant” means a Bargaining Unit Employee, group of Bargaining Unit Employees, or the Union.

3. “Days” means Monday through Friday, not including holidays observed by the County. When this Article states a specific number of days in which some action must or may be taken after a given event, the day of the given event is not counted in computing the time, and the last day of the period is deemed to end at 5 p.m. on that day. In the event the last day of the period falls on a weekend or holiday observed by the County, the time limit shall include the next business day.

C. Procedures

1. Grievance proceedings shall be kept informal at all levels of these procedures. The grievant shall attempt to resolve any problem at the lowest level with the appropriate Commander before filing a grievance under the procedures established in this Article.

2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.

3. If the County fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered denied on the last day of the period and the grievant may move the grievance to the next level as set forth in this Article.

4. If the grievant fails to comply with the grievant’s time-period requirements as set forth under any of the procedure levels, the grievance shall be considered abandoned, null and void.

5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties in writing. If the Bargaining Unit Employee has pre-

approved annual leave, compensatory time leave and/or a shift trade during the initial ten (10) day requirement, the Union shall immediately notify the County of such circumstance and the timeline shall be extended up to five (5) additional days.

6. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew, or reasonably should have known of the action, which precipitated the grievance. Only in cases of an appeal of a final determination of disciplinary action, the Employee must initiate the appeal within five (5) days of the notification of the final determination of disciplinary action. The Bargaining Unit Employee's disciplinary appeal shall commence with the step in the grievance procedure outlined in paragraph (D) Step 2 below.

D. Steps

Step 1.

The grievant shall submit the grievance to the Deputy Chief in writing. To be considered, the grievance must be timely filed and shall set forth: a) the Bargaining Unit Employee's name and position; b) name, email address, and telephone number of the union official or union representative, if any; c) the Article of this Agreement alleged to have been violated; d) a description of the alleged violation; e) the relief requested; and f) the signature of the grievant or the union official or representative.

A grievance shall be considered filed upon receipt by the Deputy Chief or designee. The Union or Bargaining Unit Employee and Deputy Chief shall meet to attempt to resolve the grievance not more than five (5) days from the filing of the grievance. The Deputy Chief has five (5) days after the meeting to attempt to resolve the grievance. If the grievance is not resolved, the grievant may submit the grievance to Step 2 within five (5) days of the Deputy Chief's response.



The grievance may be moved to Step 2 if it is submitted in writing to the Police Chief or designee. Such grievance must be filed with the Police Chief or designee within five (5) days from the date of the Deputy Chief's response.

Step 2.

To be considered at Step 2, the grievance must be timely submitted to the Police Chief or designee and shall set forth: a) the Bargaining Unit Employee's name and position; b) name, email address, and telephone number of the union official or union representative, if any; c) the Article of this Agreement alleged to have been violated; d) a description of the alleged violation; e) the relief requested; and f) the signature of the grievant or the union official or representative.

The Union or Bargaining Unit Employee and Police Chief shall meet to attempt to resolve the grievance not more than five (5) days from the filing of the grievance of Step 2. The Police Chief or designee shall respond to the written grievance or appeal of a final determination not more than five (5) days after the meeting of the Step 2 grievance. If the grievance or appeal of a final determination is not resolved, the grievant may submit the grievance or appeal to Step 3 within five (5) days of the Police Chief or designee's written response. The grievance or appeal of a final determination may be moved to Step 3 if it is submitted in writing to the County Manager or designee. Such grievance must be filed with the County manager or designee within five (5) days from the date of the Step 3 Police Chief or designee's written response.

Step 3.

To be considered at Step 3, the grievance must be timely submitted and shall set forth: a) the Bargaining Unit Employee's name and position; b) name, email address, and telephone number of the union official or union representative, if any; c) the Article of this Agreement alleged to have been violated; d) a description of the alleged violation; e) the relief requested; and f) the

signature of the grievant or the union official or representative.

No later than ten (10) days following the receipt of the written grievance or appeal of a final determination, the County Manager or designee, shall schedule a meeting with the grievant and Police Chief or designee in an attempt to resolve the grievance or appeal of a final determination. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness/documents) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party. The County Manager, or designee, will have ten (10) days from the date of the meeting to respond to the grievance.

If the grievance or appeal of a final determination is not resolved by the County Manager or designee, the Union may submit the grievance or appeal of a final determination to arbitration within ten (10) days of the County Manager's or designee's response. Grievances involving written reprimands are not subject to the grievance arbitration process described below in Paragraph E or the Disciplinary Appeal process described below in paragraph F. However, this is not intended to exclude the use of prior written reprimand as evidence in the arbitration hearing.

E. Grievance Arbitration (not Disciplinary Appeals)

1. The Union may invoke arbitration by serving a written demand for arbitration upon the County within ten (10) days of the County Manager or designee's response. Within seven (7) days of the written demand for arbitration, the Union shall make a request for a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service ("FMCS") and shall provide a copy of the request immediately thereafter to the County Manager. Within seven (7) days of the receipt of a list of arbitrators by both parties, the parties will select the Arbitrator. The Union shall strike the first name from the list. The parties shall alternatively strike names

thereafter and the last remaining name shall be the Arbitrator selected.

2. The decision of the arbitrator shall be based upon the facts established by the testimony and documents entered into evidence in the case.

3. The Arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The Arbitrator shall not have the authority to expand, or add to, subtract from, alter or modify any of the terms of this Agreement. The Arbitrator shall not have authority to make an award which includes a fine or punitive damages or award of attorney's fees. The Arbitrator's decision shall not require the re-appropriation of funds.

4. The Arbitrator's fees and costs shall be shared equally by the parties. The party canceling an Arbitration will pay in full any cancellation charges/fees absent any agreement. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

5. The parties request the arbitrator provide a decision within sixty (60) calendar days of the date the Arbitration hearing is concluded.

6. The Arbitrator's decision shall be final and binding on the parties. Subject only to judicial review in accordance with New Mexico law.

F. Miscellaneous

1. Tape recorders or other audio or video recording devices may be used by any party. The party choosing to use a recording device shall provide notice to the other party of such use prior to recording. Court reporters are permitted in arbitration but not required. If a court reporter is utilized, the cost will be split by the parties. If a party requests a copy of the transcript, the requesting party will pay for the transcript.

2. A grievant and the party charged may be accompanied and represented by

the counsel at any hearing or meeting conducted under this procedure.

3. Any investigation, processing, preparing, or presenting (aside from delivering the grievance document to the appropriate County Bargaining Unit Employee outlined above) of any grievance, whether by a Union Steward, Union Official or other Bargaining Unit Employee will not be performed on County paid time. This paragraph should not be construed to prohibit the Union President or designee from requesting to meet with Management to discuss and resolve a grievance or potential grievance. Such meetings shall be scheduled at a time and place, which will not interfere with the delivery of quality services to the citizens.

4. The issue of non-grievability may be raised at any step of the grievance procedure.

5. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance or appeal.

6. Allegations regarding a Bargaining Unit Employee(s) or Union's refusal or failure to comply with the Agreement shall be considered a Prohibited Practice and the parties agree the County has the right to file a Prohibited Practice Complaint with the State Personnel Board.

G. Disciplinary Appeal (not Grievance Arbitration)

1. In accordance with the County's Personnel Rules and regulations, a Bargaining Unit Employee who has been terminated, demoted or suspended without pay has the right to an appeal. The Bargaining Unit Employee shall make an irrevocable election to have the appeal decided by the County's Personnel Board, or with agreement of the Union to have the appeal decided by an Arbitrator, but not both.

2. Notice of appeal must be filed with the Human Manager no later than ten

(10) days after receipt of Notice of Final Determination. The notice of appeal must:

- a) be in writing;
- b) set forth the reason(s) why the disciplinary action is thought to be improper; and
- c) indicate whether the Bargaining Unit Employee is choosing to have the County's Personnel Board or an Arbitrator decide the appeal.

3. If the Bargaining Unit Employee chooses to have the County's Personnel Board decide the appeal, the appeal hearing will proceed in accordance with Section 608.2 of the County's Personnel Rules and Regulations.

4. If the Bargaining Unit Employee chooses to have an Arbitrator decide the appeal, the following shall apply to the appeal hearing:

- a) Within seven (7) days of the receipt of notice of appeal indicating the irrevocable election to have the appeal decided by an Arbitrator, the Human Resources Manager shall notify the Bargaining Unit Employee, the Union, and the County of receipt.

- b) Within seven (7) days of the receipt of notice from the Human Resources Manager, the Union shall make a request for a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service ("FMCS") with a copy to the Human Resources Manager. Within seven (7) days of the receipt of a list of Arbitrators by both parties, the parties will select the Arbitrator. The Union shall make the first strike of an arbitrator from the list of Arbitrators. The County shall make the second strike of an Arbitrator from the list of Arbitrators. The parties shall alternatively strike names thereafter and the last remaining name shall be the Arbitrator selected.

c) The hearings on appeals from disciplinary action concerning personnel matters shall be closed to the public unless otherwise requested in writing by the employee to the Human Resources Manager at least three (3) days before the hearing.

d) The Bargaining Unit Employee and the County have the right to present witnesses and give evidence before the Arbitrator. The Human Resources Manager must be given the list of witnesses from both parties at least five (5) days before the hearing, a copy of which shall be provided to both parties and the Arbitrator. Required prior notice of the hearing and the time for submission of a witness list may be modified by the Arbitrator as necessary to assure that the hearing is timely held.

e) The appeal hearing before the Arbitrator is intended solely for the purpose of receiving evidence to refute or to substantiate specific charges which the Arbitrator has been requested to review. The Arbitrator shall admit evidence only relevant to those allegations against the Bargaining Unit Employee included in both the notice of proposed action and the notice of final action.

f) The Arbitrator shall first determine if there is cause for the disciplinary action. The disciplinary action taken shall be affirmed unless the Arbitrator finds that there was not sufficient cause for the disciplinary action, in which event the disciplinary action taken shall be overturned. If cause is found, the Arbitrator shall uphold or impose a lesser disciplinary action based upon the finding of mitigating circumstances.

g) The Arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The Arbitrator shall not have the authority to make an award that includes a fine or other punitive damages or award of attorneys' fees.

h) The Arbitrator's final action shall be recorded within thirty (30) days of the decision at the Clerk's Office and with the County Manager, a copy of which shall be immediately furnished to the Bargaining Unit Employee and the County.

i) The Arbitrator's fees and costs shall be shared equally by the parties. The party canceling an Arbitration will pay in full any cancellation charges/fees absent any agreement. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

j) The Arbitrator's decision shall be final and binding on the parties, subject only to judicial review in accordance with New Mexico law.

5. There shall be no other disciplinary appeal procedure under this Article for Bargaining Unit Employees other than the procedures contained in Paragraph G.

## **Article 15 WORK HOURS, DAYS, ASSIGNMENTS AND SHIFTS**

A. Developing the work schedule for Bargaining Unit Employees is the sole responsibility of the County. The Union acknowledges that the County may make changes to workdays, work assignments and shift assignments, which may include changes to work hours or schedules.

### **B. Patrol Shift**

1. The work schedule for patrol shifts is open to the seniority bid process outlined below which is based upon the rank seniority.

#### **a) Rank Seniority:**

i. The seniority ranking for Bargaining Unit Employee's upon the effective date of this Agreement shall be maintained by the Operations Bureau Commander

and will be subject to change depending on subsequent Bargaining Unit Employees (s) movement(s) within the ranks.

ii. Patrol Shift bids shall be conducted by seniority based upon continuous service with the Los Alamos Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as a Bargaining Unit Employees of the Department as a police officer. Sergeants shall continue to utilize time in grade for shift bid purposes.

b) Seniority determination for groups of Bargaining Unit Employee's hired or promoted on the same date in the same classification shall be as follows:

i. Seniority shall be based on overall hiring/promotional rankings as determined and documented by the Department during the hiring/promotional process.

ii. Laterals shall have seniority over new hires within the same rank hired on the same date. Seniority for laterals shall be made based on overall test scores on the entrance examination administered by Human Resources.

iii. Bargaining Unit Employees shall be required to sign an acknowledgement notice accepting their seniority order, and this shall be maintained by the County's Human Resources Department.

## 2. Patrol Shift Bid Process

a. Patrol shifts to be bid will conform to the actual staffing requirements for each shift based upon staffing allocations determined by the Police Chief.

b. Bids shall be for periods of approximately six (6) months.

c. Bargaining Unit Employees based upon seniority ranking, may submit their request for specific shift assignments Bargaining Unit Employees shall identify first,



second, and third choices for shift assignments. The assignment of Bargaining Unit Employees shall be the responsibility of the Operations Bureau Commander in consultation with the Police Chief.

d. The shift bidding process will begin at least two (2) months prior to the shift changes with the final notification of shift assignments posted at least six (6) weeks prior to any shift changes. All efforts will be made to adhere to the above time requirements, however unforeseen major events that sometimes occur may require a shorter time frame.

e. In order to assist in placement selection, Sergeants shall bid first. Sergeants shall have five (5) days to submit their request for specific shift assignments in writing to the Operations Bureau Commander.

f. All other eligible Bargaining Unit Employees shall submit their request for specific shift assignments in writing to the Operations Bureau Commander after the Sergeant assignments have been posted. All other eligible Bargaining Unit Employees shall have a five (5) day timeframe to submit their requests for specific shift assignments.

3. Shifts shall be implemented at the beginning of a full FLSA pay period.

4. Any Bargaining Unit Employee not meeting Department or County standards shall be exempt from the shift bidding process and placed on any shift designated by the Police Chief until performance meets Department or County standards based upon the following:

a) An overall performance evaluation rating below “meets expectations,”

b) Documented disciplinary actions resulting from violations of rules or policies of the Department or County; or

c) Showing no improvement after counseling and opportunities to

improve.

C. Bargaining Unit Employees will be assigned overtime, additional work time, or assignments, including training, based upon the needs of the County.

#### **Article 16 PHYSICAL FITNESS**

The parties acknowledge that being a certified peace officer is a physically demanding occupation that requires incumbents to maintain a high level of physical fitness. Bargaining Unit Employees, upon Commander or designee approval, may utilize Department workout equipment during shift hours up to one (1) hour per shift. Bargaining Unit Employees shall always remain subject to calls and shall respond to all calls in a safe and timely manner. Use of physical fitness equipment shall not interfere with the delivery of services.

#### **Article 17 UNIFORMS**

During the term of this Agreement the County will provide uniform apparel and safety gear to new hires and newly assigned or promoted Bargaining Unit Employees that the Police Chief determines is appropriate.

The County will provide tailored body armor in accordance with the life cycle of the garment.

The County will provide, annually, a credit of \$500 to each Bargaining Unit Employee for which to purchase replacements of County mandated uniforms for normal wear and tear. For purposes of this section, uniforms include footwear, shirt, holsters, pants, gloves, outer vest carrier with accessories, jacket, hats or beanies, knives, duty belts, under belts, rain gear, business suits or business attire. This credit will be provided through a mechanism of the County's choice (for

example, it may be an individual credit at County selected vendor(s), or it may be through the use of County issued procurement cards to be used at County selected vendor(s)). Uniform replacement orders placed on an individual Bargaining Unit Employees P-card shall be ordered no later than April 15<sup>th</sup> of each year.

The uniform credits and allowance will be available the first quarter of each fiscal year. The County will replace, or repair uniform items damaged while in the performance of their duty in accordance with department policy. The County retains the right to change types of uniform articles at its discretion.

Bargaining Unit Employees are responsible for proper maintenance and upkeep of Department issued uniforms, equipment, safety gear, etc. Those Bargaining Unit Employees who demonstrate negligence which results in the loss or damage of Department owned or issued uniform apparel, equipment, safety gear, etc. may be required to reimburse the Department for such loss or damage. The determination of whom and/or how much reimbursement shall be required shall be made by the Police Chief or designee.

The parties agree that providing appropriate safety gear, a safe work environment and equipment has been and continues to be a priority for the parties. If Bargaining Unit Employees are exposed to hazardous materials, the provision of appropriate safety gear and/or equipment will be a top priority.

## **Article 18 DRUG AND ALCOHOL-FREE WORKPLACE**

The parties agree to adhere to the County's Drug and Alcohol Policy and Testing Procedures.

**Article 19 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

All Bargaining Unit Employees are eligible to participate in a County-offered Employee Assistance Program. Bargaining Unit Employees who need assistance are encouraged to seek assistance by contacting the program directly by using the posted phone number. Any Bargaining Unit Employee in distress is encouraged to seek help voluntarily through the EAP. Reasons for referral include, but are not limited to, assistance with stress, burnout, alcohol or drug-related problems

**Article 20 TUITION REIMBURSEMENT**

In accordance with the Employee Tuition Assistance Reimbursement Program (TARP) Guidelines, Employees who are eligible may participate in any available County Tuition Assistance Reimbursement Program.

**Article 21 REDUCTION IN FORCE (RIF)**

A. Authority. Pursuant to County's Personnel Rules and Regulations, the County has the authority to discharge, terminate or lay off Bargaining Unit Employees at any time when a reduction in personnel is required.

B. Council Discretion. The County Council is vested with the discretion to authorize the level and type of service to be provided to the community and may make revisions to the service provided at any time. The County, as authorized by Council, in its discretion, may at any time decrease the number of Bargaining Unit Employees and is solely vested with the discretion to determine what causes shall justify a reduction in personnel.

C. When the County anticipates a Reduction in Force (RIF) or layoff, which might result in the discharge or termination of an Bargaining Unit Employee(s) the County will notify the Union and the affected Bargaining Unit Employees in writing at least fourteen (14) days prior

to the implementation of the RIF. The Union may request, in writing, to meet with representatives of the County to discuss possible alternatives to the RIF provided that such request is made within than seven (7) days after receipt by the Union of the County's notice of intent to RIF.

D. No Bargaining Unit Employees shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary employees in the same rank have been discharged or terminated. This provision does not preclude the hiring of part-time Employees, privatization or the use of volunteers in the case of a reduction in force.

E. Bargaining Unit Employees will be laid off in reverse order of seniority.

F. Prior to filling vacant positions through promotion, all personnel who are reassigned to a lower rank as a result of reduction of force shall be returned to available vacant positions.

G. Bargaining Unit Employees may be reassigned to a lower rank to accommodate a reduction in force. A Bargaining Unit Employees who is reduced in rank in accordance with the provisions of this Article will have his/her pay reduced commensurate with such reduction in rank.

H. Rank Seniority:

1. The seniority ranking for Bargaining Unit Employees upon the effective date of this Agreement shall be based upon the ranking maintained by the Operations Bureau Commander. The rankings are subject to change based upon changes in the Bargaining Unit Employees continuous service.

2. The Bargaining Unit Employee with the most continuous service is senior. The term "continuous service" shall be calculated from time of service from the most recent effective start date for the Bargaining Unit Employee as a police officer with the Department.

I. Seniority determination for groups of Bargaining Unit Employees hired or

promoted on the same date in the same classification shall be as follows:

1. Seniority shall be based on overall hiring/promotional rankings as determined and documented by the Department during the hiring/promotional process.

2. Laterals shall have seniority over new hires within the same rank hired on the same date. Seniority for laterals shall be made based on overall test scores on the entrance examination administered by Human Resources.

3. Seniority for Officers shall be based on the overall score from the law enforcement academy. If Officers have the same score, ties will be broken based on the overall test score on the entrance examination administered by Human Resources.

4. Bargaining Unit Employees shall be required to sign an acknowledgement notice accepting their seniority order, and this shall be maintained by the County's Human Resources Department.

J. Actions pursuant to this Article are not disciplinary actions and therefore are not subject to the disciplinary appeals process.

K. Those Bargaining Unit Employees laid off as a result of a reduction in force are eligible for reemployment in accordance with the County Personnel Rules and Regulations. Bargaining Unit Employees will be eligible for reemployment with the Police Department for a period of eighteen (18) months. Eligible Bargaining Unit Employees will be notified by certified mail and have thirty (30) days to respond to such notice.

L. If a Bargaining Unit Employee is laid off as a result of a reduction in force he/she shall, if requested, receive 100% of his/her interest in the Los Alamos County Pension Plan. "Interest" in the plan shall be defined according to the vesting schedule in the LACPP.

**Article 22 FMLA**

A Leave of Absence that qualifies under the Family and Medical Leave Act (FMLA) shall be granted under the provisions of the FMLA, County’s Personnel Rules and Regulations, and the County’s Family Medical Leave Policy. Bargaining Unit Employees who have sick, annual or compensatory leave shall be required to use their leave during their FMLA period. Sick leave shall be utilized first until exhausted, then annual and compensatory leave shall be taken. If the Bargaining Unit Employees earned leave balances are exhausted before the end of the FMLA period, the remainder of the FMLA period will consist of unpaid leave, or if applicable, leave under the County’s Annual Leave Donation Policy.

An eligible Bargaining Unit Employees are entitled to FMLA leave including intermittent FMLA leave, to be with the healthy newborn child during the 12-month period beginning on the date of birth. An eligible Bargaining Unit Employees entitlement to FMLA leave for a birth expires at the end of the 12-month period beginning on the date of the birth.

**Article 23 LEAVE**

All leave shall be accrued and utilized in accordance with the provisions of the County Personnel Rules and Regulations with the exception outlined below.

A. When a Bargaining Unit Employee is retiring under PERA, the Bargaining Unit Employee will have the option to use up to 520 hours of accrued sick leave to extend their retirement date in accordance with Personnel Rule 712 (b). Or upon pre-retirement, a Bargaining Unit Employee shall be paid for the unused portion of accrued sick leave up to 520 hours on their first paycheck after pre-retirement sick leave begins.

Bargaining Unit Employee may use a combination of the two options, but not to exceed 520 accrued hours. Bargaining Unit Employees must work with Human Resources for pre-retirement planning. The rate to which the hours will be paid, will be at the Bargaining Unit Employee's rate of pay at the time of retirement planning submission.

**Article 24 CALL OUT AND STAND-BY PAY**

Call Out and Stand-By Pay shall be administered in accordance with the County's Personnel Rules and Regulations.

**Article 25 Incentive Pay**

A. Bargaining Unit Employees who are designated, assigned, and performing the duties of the assignments identified below as determined by the Police Chief shall receive an annual incentive. Bargaining Unit Employees shall not be compensated for more than three (3) incentives at any given time. These annual amounts shall be paid out on a bi-weekly basis for the duration of the assignment.

B. Incentives are categorized in three (3) tiers.

1. Tier – 1, annual rate of: \$2,500.00 (\$96.15 to be paid bi-weekly).
2. Tier – 2, annual rate of: \$2,000.00 (76.92 to be paid bi-weekly).
3. Tier – 3, annual rate of: \$1,500.00 (\$57.69 to be paid bi-weekly).

C. Incentives requiring certification will not begin payment until that certification is received. All incentives require certification except Torch Run Coordinator, Fleet Manager, Evidence Technician, Investigations and Senior Corporal. There will be only one Senior Corporal per Patrol Team. Bargaining Unit Employees may receive payment upon appointment by the office



of the Chief for incentives not requiring certification. Bargaining Unit Employees must maintain their certifications. Tier levels may change based on additional certification levels denoted in section D.

D. The following is a list of approved incentives and their assigned tier.

**Tier – 1**

1. Bomb Technician HDS certified
2. Crash Reconstructionist
3. Defensive Tactics Instructor
4. Drug Recognition Expert
5. Emergency Vehicle Operations Course (EVOC) Instructor
6. Firearms Instructor
7. Fleet Manager
8. Field Training Officer (FTO) & FTO Coordinator
9. Hostage Negotiator (Phase 3)
10. Investigations
11. K-9 Handler
12. Tactical team (TAC) with basic SWAT school training

**Tier – 2**

13. Evidence Technician
14. School Resource Officer
15. Senior Corporal
16. Use of Force Instructor

**Tier – 3**

17. Bilingual
18. Bomb Technician (HAZMAT tech)
19. Crash Team Phase 1
20. General Instructor
21. Hostage Negotiator (Phase 1 or 2)
22. Key Operator
23. Peer Support Coordinator
24. TAC-team (internal test)
25. Torch Run Coordinator
26. Search & Rescue

E. The designated K-9 Handler will be compensated for five (5) hours per week during the K-9 Handler's normal work period in consideration for and to perform handling of the K-9 animal in accordance with LAPS General Order No. 251, K-9 Operation. These hours will be considered regular hours worked and shall be considered as such in relation to leave requests or overtime calculations during a normal work period when the K-9 Handler is handling the K-9.

**Article 26 PAY**

Pay ranges and steps are attached in Exhibit A. For FY25, upon ratification of the Union and signature of the County Manager after approval by the County Council the following will go into effect beginning the first full pay period:

- A. Step Adjustments (Exhibit A)
  1. Officer beginning step will be adjusted to FY24 step 5, or roughly 4% and collapsed to a maximum of 10 steps.

2. Corporal beginning step will be adjusted to FY24 step 5, or roughly 4%.
3. Sergeant beginning step will be adjusted to FY24 step 4, or roughly 3%.

B. Step Placement of Newly Hired Employee

Step placement for newly hired employees will be in accordance with the County Compensation Policy 1175.

C. Step Placement of Newly Promoted Bargaining Unit Employee

Bargaining Unit Employees who are promoted from Officer to Corporal will be moved two steps below current placement. Bargaining Unit Employees who are promoted from Corporal to Sergeant will be moved one step below current placement. All pay adjustments will occur for the first full pay period following receipt and approval authorization of Personnel Action Notice (PAN).

D. Annual Salary Adjustment

The Step Plan will be adjusted upward approximately 2% each fiscal year, as shown in Exhibit A, beginning first full pay period FY26.

E. Annual Merit Adjustment

1. For Fiscal Year 2025, 2026, 2027, and 2028,
  - a) Bargaining Unit Employees receiving at least an overall rating of 'Meets Expectations' on their annual performance appraisal will move up one step.
  - b) Bargaining Unit Employees receiving an overall rating of Exceeds Expectations on their annual performance appraisal will move up two steps.
  - c) Bargaining Unit Employees receiving an overall rating of Far Exceeds on their annual performance appraisal will move up three steps.

Any annual salary adjustment(s) pursuant to this Paragraph E will be effective the first full

pay period of the fiscal year.

F. Out of Annual Cycle Step Increments

Out of annual cycle step increments will be in accordance with the County Compensation Policy 1175; but not less than the current four (4) step maximum for education.

G. Shift Pay

In addition to other eligible compensation, all Bargaining Unit Employees working between the hours of 6 p.m. and 6 a.m. shall receive ten percent (10%) of their base pay for each hour worked between 6 p.m. and 6 a.m.

**Article 26.1 PERA CONTRIBUTION**

County shall provide eligible Bargaining Unit Employees Public Employees Retirement Association (PERA) benefits under the Municipal Police Plan 5. For the term of this Agreement, County will implement a 65/35 PERA split (employer 65% / employee 35%) of the total contribution amount required for both County and Bargaining Unit Employees PERA contributions, which will result in County assumption of roughly 5% of the Bargaining Unit Employees' contribution obligation to PERA as outlined in Exhibit B.

**Article 26.2 LONGEVITY PAY**

A. Longevity will be calculated based on total tenure as a certified sworn law enforcement officer, which shall include tenure with LAPD, in addition to tenure with other law enforcement agencies in accordance with the table below:

B. Bargaining Unit Employees who have provided notice of resignation or retirement

will be ineligible for new longevity pay adjustments.

<u>Anniversary Dates</u>	<u>2<sup>nd</sup> anniversary thru 4<sup>th</sup> anniversary</u>	<u>Beginning of year 5 thru 7<sup>th</sup> anniversary</u>	<u>Beginning of year 8 thru 11<sup>th</sup> anniversary</u>	<u>Beginning of year 12 thru 14<sup>th</sup> anniversary</u>	<u>Beginning of year 15 thru 17<sup>th</sup> anniversary</u>	<u>Beginning of year 18+</u>
<u>Per Hour (based on 2080 schedule)</u>	\$0.96	\$1.92	\$2.88	\$3.85	\$4.81	\$7.21

**Article 27 STABILITY PAY**

Stability Pay shall be provided in accordance with the provisions of the County Personnel Rules and Regulations.

**Article 28 TAKE HOME VEHICLES**

Take home vehicles shall be administered in accordance with the provisions of the Police Department Policies.

**Article 29 COMPLETE AGREEMENT**

It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties.

Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free

exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Article 30    SUCCESSOR AGREEMENTS**

Negotiations for a successor Agreement may be initiated by either party and shall be in writing and submitted to the County Manager or the Union President no earlier than 120 days, nor later than 60 days prior to the contract ending date or as mutually agreed to by the parties.

Impasse Communications Procedures. Unless mutually agreed not to, there will be a joint press release issued at the declaration of impasse and the conclusion of mediation and arbitration. If only one party wants a release, it will be crafted and agreed upon by both parties before it is released.

**Article 31 TERM OF AGREEMENT**

After July 1, 2024, and upon ratification of the Union and signature of the County Manager and after approval by the County Council, this Agreement shall become effective for all purposes upon the date of signature by the Parties below and shall remain in full force and effect until midnight of June 30, 2028.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

International Union of Police  
Associations (IUPA)

Incorporated County of Los Alamos

\_\_\_\_\_  
**Christopher Ross**  
**President**

\_\_\_\_\_  
**Anne Laurent**  
**County Manager**

**ATTEST:**

\_\_\_\_\_  
**Naomi Maestas**  
**County Clerk**

## Exhibit A SALARY STEP PLAN

FY25		Effective 1st Full Pay Period Following Ratification and Signature by all Parties										
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10	
417	Officer	\$31.76	\$32.08	\$32.40	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	
		\$66,060.80	\$66,721.41	\$67,388.62	\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	
415	Corporal	\$35.07	\$35.42	\$35.77	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	
413	Sergeant	\$40.07	\$40.47	\$40.88	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	
415	Corporal	\$38.74	\$39.13	\$39.52	\$39.91	\$40.31	\$40.72	\$41.12	\$41.53	\$41.95	\$42.37	
413	Sergeant	\$44.26	\$44.70	\$45.15	\$45.60	\$46.06	\$46.52	\$46.99	\$47.46	\$47.93	\$48.41	
415	Corporal	\$42.79	\$43.22	\$43.65	\$44.09	\$44.53	\$44.97	\$45.42	\$45.88	\$46.34	\$46.80	
413	Sergeant	\$48.89	\$49.38	\$49.88	\$50.37	\$50.88	\$51.39	\$51.90	\$52.42	\$52.94	\$53.47	
415	Corporal	\$47.27	\$47.74	\$48.22	\$48.70	\$49.19	\$49.68	\$50.18	\$50.68	\$51.19	\$51.70	
413	Sergeant	\$54.01	\$54.55	\$55.09	\$55.64	\$56.20	\$56.76	\$57.33	\$57.90	\$58.48	\$59.07	
Pay Range		Minimum	Maximum									
417	Officer	\$66,060.80	\$72,249.72									
415	Corporal	\$72,945.60	\$107,530.75									
413	Sergeant	\$83,345.60	\$122,861.62									

Structure 2%		Effective 1st Full Pay Period										
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10	
417	Officer	\$32.08	\$32.40	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	\$35.08	
		\$66,721.41	\$67,388.62	\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	\$72,972.22	
415	Corporal	\$35.42	\$35.77	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	\$38.74	
413	Sergeant	\$40.47	\$40.88	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	\$44.26	
415	Corporal	\$39.51	\$39.91	\$40.31	\$40.71	\$41.12	\$41.53	\$41.94	\$42.36	\$42.79	\$43.22	
413	Sergeant	\$45.15	\$45.60	\$46.05	\$46.52	\$46.98	\$47.45	\$47.92	\$48.40	\$48.89	\$49.38	
415	Corporal	\$44.08	\$44.52	\$44.97	\$45.42	\$45.87	\$46.33	\$46.79	\$47.26	\$47.73	\$48.21	
413	Sergeant	\$50.36	\$50.87	\$51.38	\$51.89	\$52.41	\$52.93	\$53.46	\$54.00	\$54.54	\$55.08	
415	Corporal	\$49.17	\$49.67	\$50.16	\$50.66	\$51.17	\$51.68	\$52.20	\$52.72	\$53.25	\$53.78	
413	Sergeant	\$56.18	\$56.75	\$57.31	\$57.89	\$58.47	\$59.05	\$59.64	\$60.24	\$60.84	\$61.45	
Pay Range		Minimum	Maximum									
417	Officer	\$66,721.41	\$70,124.87									
415	Corporal	\$73,675.06	\$111,864.03									
413	Sergeant	\$84,179.06	\$127,812.70									



Structure 2%		FY27		Effective 1st Full Pay Period									
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10		
417	Officer	\$32.40	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	\$35.08	\$35.43		
		\$67,388.62	\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	\$72,972.22	\$73,701.94		
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>		
415	Corporal	\$35.77	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	\$38.74	\$39.13		
413	Sergeant	\$40.88	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	\$44.26	\$44.70		
		<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>		
415	Corporal	\$39.91	\$40.31	\$40.71	\$41.12	\$41.53	\$41.94	\$42.36	\$42.79	\$43.22	\$43.65		
413	Sergeant	\$45.60	\$46.05	\$46.52	\$46.98	\$47.45	\$47.92	\$48.40	\$48.89	\$49.38	\$49.87		
		<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		
415	Corporal	\$44.52	\$44.97	\$45.42	\$45.87	\$46.33	\$46.79	\$47.26	\$47.73	\$48.21	\$48.69		
413	Sergeant	\$50.87	\$51.38	\$51.89	\$52.41	\$52.93	\$53.46	\$54.00	\$54.54	\$55.08	\$55.63		
		<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>		
415	Corporal	\$49.67	\$50.16	\$50.66	\$51.17	\$51.68	\$52.20	\$52.72	\$53.25	\$53.78	\$54.32		
413	Sergeant	\$56.75	\$57.31	\$57.89	\$58.47	\$59.05	\$59.64	\$60.24	\$60.84	\$61.45	\$62.06		

Pay Range	Minimum	Maximum
417 Officer	\$67,388.62	\$70,826.12
415 Corporal	\$74,411.81	\$112,982.67
413 Sergeant	\$85,020.85	\$129,090.83

Structure 2%		FY28		Effective 1st Full Pay Period									
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10		
417	Officer	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	\$35.08	\$35.43	\$35.79		
		\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	\$72,972.22	\$73,701.94	\$74,438.96		
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>		
415	Corporal	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	\$38.74	\$39.13	\$39.52		
413	Sergeant	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	\$44.26	\$44.70	\$45.15		
		<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>		
415	Corporal	\$40.31	\$40.71	\$41.12	\$41.53	\$41.94	\$42.36	\$42.79	\$43.22	\$43.65	\$44.08		
413	Sergeant	\$46.05	\$46.52	\$46.98	\$47.45	\$47.92	\$48.40	\$48.89	\$49.38	\$49.87	\$50.37		
		<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		
415	Corporal	\$44.97	\$45.42	\$45.87	\$46.33	\$46.79	\$47.26	\$47.73	\$48.21	\$48.69	\$49.18		
413	Sergeant	\$51.38	\$51.89	\$52.41	\$52.93	\$53.46	\$54.00	\$54.54	\$55.08	\$55.63	\$56.19		
		<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>		
415	Corporal	\$50.16	\$50.66	\$51.17	\$51.68	\$52.20	\$52.72	\$53.25	\$53.78	\$54.32	\$54.86		
413	Sergeant	\$57.31	\$57.89	\$58.47	\$59.05	\$59.64	\$60.24	\$60.84	\$61.45	\$62.06	\$62.68		

Pay Range	Minimum	Maximum
417 Officer	\$68,062.51	\$74,438.96
415 Corporal	\$75,155.92	\$114,112.49
413 Sergeant	\$85,871.06	\$130,381.74

**Exhibit B PERA CONTRIBUTION TABLE**

**Municipal Police Plan 5**

PERA Contribution Amounts

FY 24				FY 25				FY 26			
	Employee	Employer	ER P/U		Employee	Employer	ER P/U		Employee	Employer	ER P/U
	18.80%	20.15%	-		19.30%	20.65%	-		19.80%	21.15%	-
<b>Total ER %</b>	20.15%			<b>Total ER %</b>	20.65%			<b>Total ER %</b>	21.15%		
<b>Total %</b>	38.95%			<b>Total %</b>	39.95%			<b>Total %</b>	40.95%		
<b>After Employer Pick up (Effective Split - Employee 35% / Employer 65%)</b>											
	Employee	Employer	ER P/U		Employee	Employer	ER P/U		Employee	Employer	ER P/U
	13.63%	20.15%	5.17%		13.98%	20.65%	5.32%		14.33%	21.15%	5.47%
<b>Total ER %</b>	25.32%			<b>Total ER %</b>	25.97%			<b>Total ER %</b>	26.62%		
<b>Total %</b>	38.95%			<b>Total %</b>	39.95%			<b>Total %</b>	40.95%		