

CITY OF HOBBS

RESOLUTION NO. 6313

A RESOLUTION APPROVING A PROPOSED
COLLECTIVE BARGAINING AGREEMENT
WITH THE HOBBS POLICE DEPARTMENT

WHEREAS, the City of Hobbs and the Hobbs Police Association ("Union") have entered into and participated in negotiations regarding a new Collective Bargaining Agreement (CBA"); and

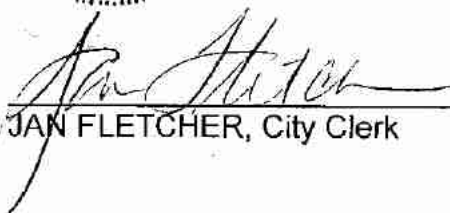
WHEREAS, the City of Hobbs and the Union finalized negotiations and the proposed CBA was ratified by the Union and is attached hereto; and

WHEREAS, the proposed CBA term is five (5) years;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute the attached Collective Bargaining Agreement with the Hobbs Police Association.

PASSED, AOPTED AND APPROVED this 15th day of June, 2015.




JAN FLETCHER, City Clerk



SAM D. COBB, Mayor

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PREAMBLE

This Agreement is entered into by and between the CITY OF HOBBS ("CITY") and the HOBBS POLICE ASSOCIATION ("UNION"). This Agreement has as its purpose the promotion of harmonious relations between the CITY and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences, as well as the establishment of rates of pay, hours of work, and other conditions of employment. It is the goal of the City and Union to provide a high standard for the performance of law enforcement to the citizens of the City of Hobbs.

ARTICLE 1 UNION RECOGNITION

- A. The City recognizes the Union as the sole and exclusive collective bargaining representative for the employees employed by the City in the Hobbs Police Department. The bargaining unit will consist of nonprobationary detention officers, police officers, and detectives.
- B. The City extends to the Union representing the bargaining unit of employees the following rights:
 - 1. To represent the Employees in negotiations, issues regarding wages and working conditions, and in settlement of grievances, and
 - 2. To exclusive representation status.

ARTICLE 2 UNION AND EMPLOYEE RIGHTS

Section 2.01: The parties agree that the Union has the right and duty to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising those rights the following provisions shall apply:

- A. The Union shall not use the City's or department's e-mail for the dissemination of Union literature or correspondence.
- B. The Union shall not use City time, equipment, property, or materials for Union business.
- C. The City shall make available to the Union, upon its written request, any public information in accordance with applicable law.

Section 2.02: Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee at any time. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

Section 2.03: Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

ARTICLE 3 UNION MEMBERSHIP

The City recognizes the right of the Union to charge a membership fee to members of the union. Such membership or dues deduction shall not include any fines or assessments. The City will deduct the membership/dues fee from the employee's paycheck for any employee who has voluntarily completed and signed a membership/dues deduction authorization card. The deduction will begin on the first full pay period following the employee's submittal of the authorization to the City's Finance/Payroll Department. The employee may cease such deductions at any time by providing written notice to the Finance/Payroll Department at least one pay period prior to the date the employee wishes to cease the deductions.

The City will remit the membership/dues amount collected to the Union monthly within ten (10) working days following the end of the month. The City will provide a list of bargaining unit employees remitting membership/dues deductions upon written request of the Union President. The Union, its members, and the bargaining unit employees agree to hold the City harmless and pay for the defense of any claim against the City with regard to the deduction of membership dues.

ARTICLE 4 MANAGEMENT RIGHTS

Both parties recognize that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the City and employees are vested solely in the City and not subject to Union action or arbitration. The City shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

The City Manager has and retains all rights to administer the affairs of the Police Department, either personally or through his subordinate, the Police Chief, subject to: applicable state law; charter provisions specifically, but not limited to, the City of Hobbs Charter; ordinances; and resolutions for regulations and policies of the City Commission. Except as limited in this Agreement, management rights shall include, but shall not be limited to:

1. hiring, promotion, reclassification, transfer, assignment, lay off, and recall of employees;
2. reprimand, suspension, demotion, discharge, or other discipline of employees;
3. evaluation of employees;
4. revision, elimination, combination, or establishment of new jobs and job classifications;
5. establishment, organization, reorganization, close down, expansion, or otherwise change the operation of any city facility, division, or department;

6. reduce, increase, alter, combine, transfer, or cease any department's operation, equipment, or service;
7. establishment of size and composition of work forces, shifts, or units, and otherwise determine staffing requirements;
8. determine insurance programs and carriers for all City employees;
9. determine the methods or means by which operations and services are to be delivered, made, or purchased;
10. maintaining the efficiency of City government and take actions as may be necessary to carry out the mission of the City government in emergencies; and
11. manage and exercise judgment on all matters not specifically prohibited by this collective bargaining agreement.

ARTICLE 5 HOURS OF WORK

Section 5.01: Developing the work schedule for employees is a right and responsibility of the City. The goal of scheduling work is to best and most effectively meet the demands of service to the citizens of the City of Hobbs. An employee's normal hours of work may vary. All work schedules are subject to the approval of the Chief and may be changed at the Chief's discretion. Except for unforeseen situations, employees shift assignments or days off will not be changed unless the employee receives at least a five (5) working day advance notice. Should it become necessary to move an employee from one shift to another, the employee with the highest seniority shall have the option to accept or reject the assignment from one shift to another. If the employee rejects the assignment, then the next most senior employee shall be afforded the opportunity to accept or reject the assignment. The process based on seniority, shall continue until an employee agrees to accept the assignment. Unless other compelling reasons exist, officers shall be afforded shift changes based upon seniority.

Section 5.02: The standard workweek shall equal forty (40) hours for all employees, regardless of their particular work schedule, unless otherwise designated by the City Commission. The standard workweek shall begin Sunday at midnight and end on Saturday at 11:59 PM.

ARTICLE 6 COMPENSATION AND BENEFITS

Effective the first full pay period following ratification of this Agreement, bargaining unit employees (Police Officer, Police FTO, Police Detective) will be granted a 9% increase to their current rate of pay. In addition, their PERA employer pick-up will increase by 1.625% effective upon approval by PERA. Effective the first full pay period following ratification of this Agreement, bargaining unit employees (Detention Officer and Detention Officer Supervisor) will be granted a 10.625% increase to their current rate of pay. Bargaining employees will be moved from a step plan pay system to a merit based pay system.

Effective Date of Contract After Approval Through 07/05/2015						
	MIN	MID	MAX	MIN	MID	MAX
300-Police Officer (Non Certified)	\$ 24.29	-	-	\$ 50,523.20	-	-
300-Police Officer (Certified)/ Temp FTO	\$ 24.29	\$ 27.76	\$ 31.22	\$ 50,523.20	\$ 57,730.40	\$ 64,937.60
305-Police Field Training Officer (FTO) Permanent	\$ 25.50	\$ 29.14	\$ 32.78	\$ 53,049.36	\$ 60,616.92	\$ 68,184.48
307-Police Detective	\$ 25.50	\$ 29.14	\$ 32.78	\$ 53,049.36	\$ 60,616.92	\$ 68,184.48
113U-Detention Officer	\$ 18.00	\$ 20.43	\$ 22.86	\$ 37,440.00	\$ 42,494.40	\$ 47,548.80
114U-Detention Officer Supervisor	\$ 20.25	\$ 22.98	\$ 25.72	\$ 42,120.00	\$ 47,806.20	\$ 53,492.40

Year 1 – July 5th, 2015 – June 30th, 2016:

- Bargaining unit employees will not be eligible for a COLA increase.
- Bargaining unit employees will not be eligible for a merit increase based on their annual evaluation.

07/05/2015 - 07/02/2016						
	MIN	MID	MAX	MIN	MID	MAX
300-Police Officer (Non Certified)	\$ 24.29	-	-	\$ 50,523.20	-	-
300-Police Officer (Certified)/ Temp FTO	\$ 24.29	\$ 27.76	\$ 31.22	\$ 50,523.20	\$ 57,730.40	\$ 64,937.60
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113U-Detention Officer	\$ 18.00	\$ 20.43	\$ 22.86	\$ 37,440.00	\$ 42,494.40	\$ 47,548.80
114U-Detention Officer Supervisor	\$ 20.25	\$ 22.98	\$ 25.72	\$ 42,120.00	\$ 47,806.20	\$ 53,492.40

Year 2 – July 1st, 2016 – June 30th, 2017:

- Effective the first full pay period after July 1, 2016, bargaining unit employees will receive a 2% Cost of Living Adjustment (COLA).
- The maximum rates for each classification will be adjusted by a 2% increase effective July 1st, 2016.
- Bargaining unit employees will also be eligible for a merit increase based on their annual evaluation. Merit limits for bargaining unit employees each fiscal year shall be equal to all City of Hobbs employee merit limits as determined by the City Commission.
- A minimum of 50% of bargaining unit employees will receive the maximum merit limit as approved by the City Commission.
- The maximum rates for each classification will be adjusted by the maximum merit limit as approved by the City Commission effective July 1st, 2016.

Year 3 - July 1st, 2017 – June 30th, 2018:

- Effective the first full pay period after July 1, 2017, bargaining unit employees will receive a 2% Cost of Living Adjustment (COLA).
- The maximum rates for each classification will be adjusted by a 2% increase effective July 1st, 2017.
- Bargaining unit employees will also be eligible for a merit increase based on their annual evaluation. Merit limits for bargaining unit employees each fiscal year shall be equal to all City of Hobbs employee merit limits as determined by the City Commission.
- A minimum of 50% of bargaining unit employees will receive the maximum merit limit as approved by the City Commission.
- The maximum rates for each classification will be adjusted by the maximum merit limit as approved by the City Commission effective July 1st, 2017.

Year 4 - July 1st, 2018 – June 30th, 2019:

- Effective the first full pay period after July 1, 2018, bargaining unit employees will receive a 2% Cost of Living Adjustment (COLA).
- The maximum rates for each classification will be adjusted by a 2% increase effective July 1st, 2018.
- Bargaining unit employees will also be eligible for a merit increase based on their annual evaluation. Merit limits for bargaining unit employees each fiscal year shall be equal to all City of Hobbs employee merit limits as determined by the City Commission.
- A minimum of 50% of bargaining unit employees will receive the maximum merit limit as approved by the City Commission.
- The maximum rates for each classification will be adjusted by the maximum merit limit as approved by the City Commission effective July 1st, 2018.

Year 5 - July 1st, 2019 – June 30th, 2020:

- Effective the first full pay period after July 1, 2019, bargaining unit employees will receive a 2% Cost of Living Adjustment (COLA).
- The maximum rates for each classification will be adjusted by a 2% increase effective July 1st, 2019.
- Bargaining unit employees will also be eligible for a merit increase based on their annual evaluation. Merit limits for bargaining unit employees each fiscal year shall be equal to all City of Hobbs employee merit limits as determined by the City Commission.
- A minimum of 50% of bargaining unit employees will receive the maximum merit limit as approved by the City Commission.
- The maximum rates for each classification will be adjusted by the maximum merit limit as approved by the City Commission effective July 1st, 2019.

Assignment to FTO will result in a 5% salary increase during the assignment.

Promotion to Detective will result in a 5% salary increase or increase to the classification minimum, whichever is higher.

Promotion to Detention Officer Supervisor will result in a 12.5% salary increase or increase to the classification minimum, whichever is higher.

In order to govern initial pay rate determination of Police Officers, Detention Officers and Detention Officer Supervisor, credit may be granted at the time of hire for education and/or previous job related experience in accordance with AR 05-02 "An Administrative Regulation Concerning New Employee Appointments Above The Pay Plan Minimum Rates".

Bargaining unit employees will receive longevity pay in accordance with the City of Hobbs Administrative Resolution #11-05; however, longevity pay shall begin at ten (10) years of service with HPD as opposed to fifteen (15) years in the City policy. See AR 11-05, attached hereto and incorporated herein.

Bargaining unit employees assigned to the classification of Detective will receive an on-call incentive payment on the pay period following their anniversary date in the amount of \$1500.00.

All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

Both parties agree and recognize that bargaining unit employees assigned to the classification of Detective are mandated to be on call. In the event that the employee is called in for duty, the employee will be a minimum of two (2) hours irrespective of the amount of time the employee is on duty. If the employee expends more than two (2) hours on duty, the employee shall be paid for those hours in addition to the two (2) hour minimum. Employees' time begins upon arrival for duty. A bargaining unit employee may be subject to discipline for failing to report for mandatory on-call.

Bargaining unit employees assigned to the SWAT will receive an incentive payment on the pay period following their anniversary date in the amount of \$1500.00. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

ARTICLE 7 TRAVEL TIME

Bargaining unit employees required to travel outside of the City of Hobbs for work related business will be paid in accordance with the Fair Labor Standards Act for any time that crosses the employee's normal work day schedule.

ARTICLE 8 OVERTIME

The City will pay overtime at the rate of time and one half the employee's regular hourly rate of pay for all hours worked over eighty (80) hours in a pay period. When determining overtime, PTO, holiday and/or military leave shall be considered hours worked. PTO hours may only be used to supplement holiday hours up to the normally scheduled work hours. For example, an employee may be paid for 8 hours of holiday leave and supplement with 4 hours of PTO to maintain their scheduled 12 hour shift. No employee may be paid for more than one type of pay code at any one time. For example, an employee may not be paid for 8 hours of holiday leave and supplement with 12 hours of PTO based on a scheduled 12 hours shift.

Overtime is considered a condition of employment and will be assigned to bargaining unit employees by the Chief of Police or designee. Overtime must be approved in writing by the employee's immediate supervisor. An employee who fails or refuses to work overtime will be considered to have provided just cause for disciplinary action, including possible termination.

ARTICLE 9 PAID TIME OFF

All bargaining unit employees shall receive Paid Time Off ("PTO") in accordance with the Hobbs Municipal Code.

Bargaining unit employees shall submit a leave request form to the employee's immediate supervisor with sufficient notice prior to the first date of the requested leave as determined by the supervisor. When an employee is on scheduled PTO, and is called back to duty, the employee shall not be docked the unused PTO hours.

ARTICLE 10 LEAVES

Section 10:01: Military Leave

Military leave shall be granted in accordance with State and Federal law.

Section 10:02: Family Medical Leave

Family Medical leave shall be granted in accordance with the Family Medical Leave Act.

Section 10:03: Leave Without Pay

A bargaining unit employee may request a leave of absence without pay for a period not to exceed one (1) year. Such request shall be directed to the City Manager for approval, subject to the City Manager's discretion.

Section 10:04: Leave for Jury Duty

An employee receiving an order to appear for jury duty will be granted leave to serve as a juror in accordance with City Policy.

Section 10:05: Injury/Disability Leave

An employee who is injured on the job will be provided leave in accordance with the Workers' Compensation Act.

ARTICLE 11 NON DISCRIMINATION

- A. The parties agree that neither the Union's nor the City's respective policies or activities will discriminate against any employee based upon race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, Union or non-Union affiliation/membership, or any other federal, state or local protected class.
- B. The Union agrees with the City that it will cooperate and support the City's efforts to assure a fair day's work on the part of its Members; that it will combat absenteeism and other practices that will hinder such. The Union further agrees that its Members will abide by the rules of the City and the Union in their efforts to prevent accidents,

eliminate waste, conserve materials and supplies, improve the quality of workmanship, and to strengthen good will between the City, the Union, and the Employee.

- C. All references to Employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female genders.
- D. The Union and the City agree not to interfere with the rights of Employees to become Members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or Union or any City representative or Union representative against any eligible Employee because of Union Membership or non-Union Membership.
- E. The Union recognizes its responsibility as the Bargaining Agent for all such Employees employed within the Bargaining Unit, and agrees to represent all such Employees in the Bargaining Unit without discrimination, interference, restraint, or coercion. The Union agrees that it shall inform its membership of all modifications, amendments, or changes in the provisions of this Agreement in a timely manner.

ARTICLE 12 SENIORITY & PROBATION

Section 12.01: Probationary Employees

For newly hired Police Officers, the probationary period shall be 2080 field hours as a police officer. Time spent in the academy for New Mexico Law Enforcement Certification shall not be credited against the 2080 field hours. For newly hired Detention Officers the probationary period shall be 2080 hours. Time spent on unpaid leave of absence shall not be credited for completion of the probationary period.

During the probationary period, the Employee will accrue seniority. The City shall have the right to discharge a probationary Employee with or without cause and that Employee shall not have recourse to the grievance or arbitration procedure.

Section 12.02: Employee Department Seniority Calculation

For issues pertaining to the entire department, seniority shall be established as follows:

- A. Length of service within the department;
- B. When two or more certified Employees are hired on the same date, their seniority shall be established as follows:
 - 1. If the new hire has prior experience as an Employee of a police department, then that Employee shall be entitled to seniority.

2. If all the new hires have prior experience as an Employee of a police department, their seniority shall be determined by length of their prior experience within State of New Mexico, out of state certified police experience.
3. If none of the new hires have any experience as an Employee of a police department or military police experience, then seniority shall be determined by length of service with the City in other departments or if none have prior service with the City, by a flip of a coin

Section 12.03: Effect of Departmental Seniority

- A. Departmental seniority shall be the length of service with the Hobbs Police Department and shall be used for the purpose of promotions, demotions, transfers and vacation rights, and layoffs and recalls within the Hobbs Police Department in accordance with any applicable bidding procedure.
- B. Department seniority shall be terminated:
 1. When an Employee is discharged for just cause;
 2. When an Employee quits;
 3. When an Employee fails to report for work after a lay off, when properly notified in accordance with Article 24;
 4. When the recall list has expired.
- C. If, for any reason, an Employee voluntarily terminates employment with the Hobbs Police Department and is later rehired, the seniority of such Employee shall be placed at the bottom of the departmental seniority list.

Section 12.04: Seniority List

When requested in writing, the City shall provide a seniority list to the Union President.

Section 12.05: Police Cars

Police cars shall be issued in a manner deemed appropriate by the Chief or his designee. Take home vehicles will be provided for officers who permanently reside within the 5 mile planning radius of the City. Employees hired after the ratification date of this agreement who reside outside of the 5 mile planning radius of the City will not be provided a take home vehicle.

Employees provided a take home vehicle residing outside of the 5 mile planning radius of the City prior to ratification of this agreement will continue to utilize said vehicle as per HPD policy.

Section 12.06: Vacation Seniority

Christmas and Thanksgiving shall be taken by seniority, provided however, an employee who has taken the previous holiday shall not be granted a holiday vacation request if that employee is scheduled to work that holiday.

ARTICLE 13 INTERNAL AFFAIRS INVESTIGATIONS

- A. Internal affairs investigations will be conducted pursuant to the Peace Officers Employer-Employee Relations Act, NMSA Section 29-14-1 et. seq. (1978).
- B. Internal Affairs investigations and reports are the confidential property of the Police Department for internal use only and will not be released from the custody of the department to anyone. An employee who is the subject of an internal investigation will be allowed access to the entire investigative file for purposes of review. In cases resulting in disciplinary recommendations by the Chief for suspensions, demotions, or terminations, the employee and/or their attorney shall be allowed access to the entire file for the necessary use in preparation for defense of the employee.
- C. It is understood by the parties that any harassment or retaliation by the employee against any person who participated in the investigation shall be considered just cause for termination.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 14.01: Disciplinary actions for bargaining unit employees will be based on just cause. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, or any other federal, state or local protected class. No employee shall be disciplined for refusing to perform an unlawful act.

Section 14.02: Any department supervisor may take disciplinary action against an employee pursuant to the department supervisor's authority and consistent with departmental policies and this Agreement. Any discipline reduced to writing shall be subject to the grievance process. Copies of any disciplinary action involving written reprimands, demotions, suspensions, or discharge shall be furnished to the Personnel Department for placement in the employee's file.

with the signature of the recipient acknowledging receipt of the action, or indication that the employee refused to sign. Demotions, suspensions, and discharge are grievable through the grievance procedure and arbitration procedure contained in this Agreement.

Any negative entry or adverse action shall be documented in the employee's official personnel file. The employee will be given a copy of the document that reflects any negative or adverse action. The employee may submit a written response to any document submitted to the employee's official personnel file. Such response shall be presented to the Human Resources Director within thirty (30) calendar days after the employee knew or should have known of the action in question. Responses submitted after thirty (30) calendar days shall be considered not timely and void and will be returned to the employee indicating the response was not timely.

Section 14.03: Non-probationary employees subject to this chapter or any administrative or departmental regulations duly promulgated may be disciplined for cause. Cause for disciplinary action includes, but is not limited to, the following:

- (1) Work performance that continues to be unsatisfactory after reasonable attempts to correct performance.
- (2) Misconduct on the job; conduct or language toward the public or toward employees, which discredits the public service.
- (3) Negligence in the performance of duty, including negligence in the operation of city vehicles or equipment or failure to adhere to established safety rules and procedures.
- (4) Incompetence or inefficiency; failure to perform job duties adequately.
- (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
- (6) Unauthorized absence from work, including tardiness.
- (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
- (8) Acceptance of money, gifts, privileges, or other valuable consideration, which was given with the expectation of influencing the employee in the performance of his duties.
- (9) Use of official position or authority for personal profit or advantage.
- (10) Misuse, theft, or destruction of city property.
- (11) Unauthorized disclosure of confidential information from city records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of city records, reports, or other data belonging to the city including city employment application, or any other document used in the employment process.
- (12) Unauthorized or fraudulent manipulation of time records or other city records.
- (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
- (14) Violation of city or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee.
- (15) Non-cooperation by an employee with fellow employees or other personal conduct, which substantially interferes with the performance of his or another employee's work.

- (16) Misuse of sick leave; the claim of sickness under false or misleading pretenses.
- (17) Distribution of literature, vending, or soliciting or collecting contributions on city time and in public areas or voluntary cooperation with parties doing such without prior authorization of the City Manager.
- (18) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
- (19) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy.
- (20) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (21) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
- (22) Unauthorized possession of a weapon on the job site.
- (23) Fighting and/or disruptive behavior in the workplace.

The foregoing examples are in no way intended to provide an exhaustive listing of reasons for which an employee may be disciplined. The severity of the infraction and the employee's work and disciplinary record will determine the level of disciplinary action taken.

Section 14.04: The City shall discuss proposed or actual disciplinary action with an employee and not in the presence of co-workers, unless representing the City or the employee in a meeting.

Section 14.05: An employee will be afforded the opportunity to present his side of the story in a predetermination meeting for any contemplated disciplinary action involving suspension, demotion, or discharge prior to the action being taken. The City will provide notice to the employee of the date, time, and place of the predetermination meeting no later than 72 hours prior to the meeting. In no event will the predetermination meeting be scheduled with less than 72 hours notice. The employee may have a representative of his choice at the meeting as an observer only. An attorney may be allowed as an observer only, provided the employee notifies the Chief in writing at least 48 hours in advance of the meeting. An employee may waive, in writing, the right to a predetermination meeting. Failure on the part of the employee to appear and/or respond either orally or in writing shall also constitute a waiver of the right to a predetermination meeting.

Section 14.06: A supervisor or Department Head may immediately remove from the work environment any employee who poses a danger to himself or others; who is alleged to be committing or has allegedly committed a criminal act; or who otherwise is incapable of fulfilling the obligations of the job. In such cases, the employee will be placed on administrative leave with pay.

ARTICLE 15 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 the City 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, the remedy being sought, and the signature of the grievant and the date signed.
- E. Grievances concerning terminations shall be filed within ten (10) days of the date of notification of termination directly to Step Three of the grievance procedure.
- F. Grievances submitted on behalf of the Police Department shall be initiated by the Chief or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days from the date the employee knew or should have known of the act that gave rise to the grievance, will constitute forfeiture of the right to file a grievance. 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 in writing, the time limits expressed herein may be extended. Either the Union, the City, or employee who have entered grievances on their own behalf, may drop the grievance at any Step.
- H. Should the City fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if the City had timely responded.
- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.
- J. Grievances shall be presented as outlined below:

Step One – A bargaining unit employee who believes that he/she may have a grievance or the employee's Union Representative, shall file a written grievance with the employee's immediate supervisor or the level at which the grievance occurred, that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. For Detention Officer, grievances shall be submitted in writing with the Jail Administrator and a meeting scheduled. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of the filing of the grievance, the employee or Union Representative may file a written grievance at Step Two.

Step Two – Within ten (10) days of the meeting with the supervisor/administrator at step one, the written grievance must be filed with the Chief. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within five (5) days 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) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union

Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Chief's response, the employee or Union Representative may file the written grievance at Step Three.

Step Three - Within ten (10) days of the date of the Chief's response, the written grievance must be filed with the City Manager. An employee grieving a termination may request an evidentiary hearing before the City Manager, who will be assisted by the City Attorney. The City Manager will respond to the grievance within ten (10) days of the filing of the grievance. The employee or Union Representative may appeal the City Manager's decision through arbitration by providing written notice to the Personnel Director within ten (10) work days of the date of the City Manager's decision.

- K. The Union shall provide the Chief a list of the union representatives that are authorized to file a grievance on behalf of the union and authorized to represent an employee on a grievance.

ARTICLE 16 ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, 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, Article 15 Grievance Procedure, must have been exhausted.
2. The appeal must be received by the Director of Personnel within fifteen (15) work days from the date of the City Manager's decision.

- B. An arbitrator shall be selected in the following manner:

1. The City and the Union shall attempt to agree on an arbitrator within ten (10) working days of the filing of the request for arbitration. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS, provided the employee/Union complete the employee's portion of the FMCS form for arbitration and submit a check for half of the filing amount to the Director of Personnel within the ten (10) working days of filing the request for arbitration.
2. Within ten (10) days of receipt of the arbitration list, the parties will meet to select the arbitrator. Should the parties fail to mutually agree upon an Arbitrator, then 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 will schedule the hearing within thirty (30) calendar days after notification of selection by the parties or as soon as practicable thereafter. 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 as soon as possible after the conclusion of the hearing. The parties

may jointly agree to waive a written opinion and allow the Arbitrator to enter an award without analysis or explanation. Arbitration shall be conducted according to the rules established by the FMCS.

- 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 just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this Agreement.
- 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.
- G. Arbitration is subject to the provisions of the State's Uniform Arbitration Act and an award may be set aside in accordance with the Uniform Arbitration Act's provisions.

ARTICLE 17 WRITTEN EVALUATIONS AND APPEAL PROCESS

Section 17.01: Written Evaluations are used to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such a manner. Written Evaluations may, however, be used to support disciplinary actions. Within Written Evaluations, employees will be assessed in relation to the essential job functions of their position for the previous year. Written Evaluations may also be used to identify and establish specific, measureable goals for the employee for the upcoming year. An employee shall be shown his/her Written Evaluation. If the employee disagrees with the Written Evaluation, the employee shall abide by the following procedure to appeal the evaluation:

- A. Employee shall file, within five (5) calendar days, a written request to appeal the Written Evaluation to the Police Chief. The appeal must take place within five (5) calendar days from the date that the written request to appeal was filed.
- B. If the employee does not feel a satisfactory settlement has been reached after appeal to the Police Chief, the employee may file, within five (5) calendar days, a written request to appeal the Police Chief's appellate decision to the City Manager. The appeal must take place within five (5) calendar days from the date that the written request to appeal the Police Chief's appellate decision was filed.
- C. If the employee does not feel a satisfactory settlement has been reached after appeal to the City Manager, the employee may file, within five (5) calendar days, a written request to have the Board of the Union review the merits of the City Manager's appellate decision and make a determination as to whether or not to allow an appeal of the City Manager's decision to a two (2) party panel. The Board must issue a

- written decision to the employee, the Police Chief, and the City Manager within five (5) calendar days from the date that the written request for Board review was filed.
- D. If the Board supports appeal of the City Manager's decision to a two (2) party panel, the Board will coordinate with all parties as to time, date, and place for the City Manager's decision to be submitted to the two (2) party panel. The appeal must take place within five (5) calendar days from the date that the written decision by the Board was issued. The two (2) party panel shall consist of: one (1) representative selected by the Union; and one (1) representative selected by the City. In the event that an agreement cannot be reached by the two (2) party panel, a third party shall be selected to make a determination by agreement of Union and City.
- E. The conclusion of a three (3) party panel will be deemed final and unappealable with regard to that Written Evaluation. The final decision, whether it be the Police Chief's, City Manager's, two (2) party panel, or three (3) party panel will be made a part of the Written Evaluation and shall not be subject to the grievance process under Articles 15 and 16 herein.

It is strictly understood that Union shall only be afforded the opportunity to appeal no more than five (5) of the City Manager's appellate decisions annually as they relate to Written Evaluations. Additionally, Union shall be responsible for an accurate accounting of the appeals they submit to the two (2) party panel upon request by City.

If the employee, or Union, fails to meet the time limits imposed, the process will end and the employee will lose any rights that have not already been exercised in regard to the Written Evaluation. At any step in this progression up the chain, the employee may stop the process and prepare a written response to the evaluation. That response will be retained in the employee's personnel file, together with the original Written Evaluation. Nothing contained in this Article shall be construed so as to provide an employee the right to engage in adversarial proceedings, or have counsel argue on their behalf, during the appeal of any Written Evaluation.

Written Evaluations are to be completed on an annual basis during the anniversary month of the employee's most recent hire date. A minimum of 50% of bargaining unit employees must receive the maximum merit increase as approved by the City Commission during their annual evaluation subject to the provisions of Article 6 of this agreement. Other evaluations, incident evaluations, or special evaluations may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement. The Written Evaluation is a formal report that will become a part of the employee's personnel file.

ARTICLE 18

STRIKES, SLOWDOWNS, AND LOCKOUTS

Section 18:01: The parties acknowledge that the Hobbs Labor Management Relations

Ordinance makes strikes illegal. The Union agrees that it will not encourage, threaten, support, instigate, or participate in a strike or slowdown. The Union will not authorize, institute, aid, condone, threaten, or engage in a slowdown, work stoppage, "blue flu", or strike.

Section 18:02: The City, for any reason, shall not authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 18:03: In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this section. If the City believes that employees are participating in such activity and it is not sanctioned by the Union, the Union President, or designee, may be relieved from duty, with pay, to take actions in an effort to resolve this issue. Prohibited practice charges regarding strikes, slowdowns, or lockouts may be filed with the City of Hobbs Labor Management Relations Board.

Section 18:04: The parties agree that in the event of a strike or a slowdown the employees who encouraged, supported, instigated, threatened, or participated in the strike or slowdown may be subject to termination of their employment with the City and will be deemed to have provided just cause for termination. The parties agree that a sick-out/blue flu is considered a strike or slowdown.

Section 18:05: The determination as to whether a strike, slowdown, or lockout occurred will be made by the City Labor Management Relations Board whose decision on this matter shall be final, provided however, that any decision of the City Labor Management Relations Board shall be appealable to District Court. A finding that the Union encouraged, threatened, supported, instigated, or participated in a strike or slowdown may result in decertification of the Union for a time period determined by the Board, but no less than one (1) year.

ARTICLE 19 BULLETIN BOARDS

The City agrees to allow the posting of Official Union notices and bulletins on the bulletin board in the police department main hallway, next to the training bulletin board. The City further agrees to allow circulation of official Union mail through the use of the interoffice mailboxes in the squad room. Postings and official interoffice union mail shall not be derogatory or inflammatory toward any City of Hobbs employee or elected official. Violations of this Article will result in loss of the access to the bulletin board and the mailboxes. Such distribution of union mail should be done by an off-duty bargaining unit employee.

ARTICLE 20 PERSONNEL FILES

An employee may review post-hire information in his own personnel file by scheduling an appointment with the Personnel Director for review during the Personnel Office's regular business hours. An employee may also authorize, in writing, another individual to review the

employee's file. Employees will receive a copy of all material prior to being placed in the personnel file, except for routine file maintenance material, pre-employment material, and training certificates.

ARTICLE 21 LEGAL PROTECTION

- A. Should an Employee be sued in a civil action for any allegations arising out of the scope of duties, the City will defend and indemnify that Employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. seq., NMSA 1978, as amended.
- B. It is understood by the parties that it is against public policy for the City to defend an Employee in a criminal suit once the Employee is indicted for a criminal act.
- C. Any Employee receiving a summons or other notice of a threatened or pending job-related lawsuit shall, without unreasonable delay, notify the Chief of Police or in his absence, the Deputy Chief. The City shall, within a reasonable time after receipt of any summons or tort claim notice, notify each Employee named as a party in the summons or tort claim notice. This provision shall apply only to summons or tort claim notices filed or received after the effective date of this contract.
- D. Any Employee named in a job-related lawsuit shall have the right at all reasonable times to consult with the City Attorney and/or the Attorney-of-Record defending the City and Employee in order to be informed of the status of the litigation, any settlements offered or contemplated, and any other relevant information regarding the litigation. An Employee named in a lawsuit or tort claim notice shall cooperate fully with the City Attorney and/or the City's Attorney-of-Record in the defense of the City and Employee.
- E. Any Employee who is or may become a party in any job-related lawsuit pursuant to a summons or tort claim notice shall have the right to consult a personal attorney of the Employee's choice regarding such matter. The Employee's personal attorney may, at reasonable times, consult with the City Attorney and/or City's Attorney-of-Record to learn the status of the litigation, any settlements proposed or contemplated, and any other relevant facts of the litigation. Nothing in this section shall be construed as giving the Employee or his personal attorney any authority to act on behalf of the City or its insurer.

ARTICLE 22 INVESTIGATIONS RELATING TO OFFICER INVOLVED SHOOTINGS

Officers will not be compelled to give an official interview as it relates to an officer involved shooting for a minimum of 48 hours from the time of the shooting. The intent of this section is to allow for ample time to secure representation, sleep, rest and reflection by the officer. The

time limit outlined herein is not controlling as to a reasonably necessary statement for initial investigative purposes.

ARTICLE 23 FILLING OF VACANCIES

- A. If the Police Department chooses to promote or transfer a bargaining unit employee from one classification to another classification within the bargaining unit, a notice of the opening shall be posted on the main department bulletin board for no less than ten (10) working days. Any employee who desires to fill the posted position shall submit a letter of intent to the employee's immediate supervisor. An employee of the Department who meets the job qualifications shall be given preference for filling the vacancy.
- B. In the event a qualified employee is on authorized leave of absence during the posting period, the employee may, at the City's discretion, be afforded an opportunity to file a bid for the vacancy upon that employee's return to work, provided the employee filed the bid within three (3) working days after his/her return and provided the position has not been filled.
- C. It is agreed that the City may set or determine the number of employees to be carried in each job classification. It is further agreed that the decision to fill a vacancy is strictly the decision of the City.
- D. Temporary Vacancies and Transfers
 - 1. Should the City choose to fill a temporary vacancy of a budgeted position within the bargaining unit, it shall be filled by first offering the position to the senior qualified departmental employee. If the senior qualified employee refuses the position, the process shall be repeated with the next senior qualified employee until the position is filled. If no qualified department employee accepts the temporary vacancy, the City may fill the position by assigning any qualified Department employee.
 - 2. Employees temporarily assigned or transferred to a lower paid job within their own Department or in a different department shall receive their regular rate of pay.
 - 3. Employees temporarily assigned or transferred to a higher paid job in their own department or in a different department shall be compensated at the higher rate of pay. This subsection shall not apply to an employee who is assigned to work in another classification due to injury, workers' compensation, or voluntary request.
 - 4. The City shall provide the necessary training to those employees offered the position who have not previously been trained in the assignment.
- E. In order to provide a better work force and inter-departmental working relationship, the City shall continue to provide and maintain selected employee training for the purpose of educating those employees promoted to a new job classification within the bargaining unit.

ARTICLE 24 PERSONNEL REDUCTION

Section 24:01: Lay Off

- A. The City Manager may, for the good of the service, reduce the work force and lay off employees. The order of layoff shall be determined by seniority within the department.
- B. When possible, Employees to be laid off shall be notified of their pending lay off at least ten (10) days in advance of the lay off. Under no circumstances shall an Employee be laid off without having received at least 48 hours prior notice. The Union shall also be notified at the same time.
- C. Employees on lay off may choose to continue to be carried in the group insurance program with the Employee paying the total premium during such periods of lay off.

Section 24:02: Recall

- A. All regular full-time employees laid off within a division shall be placed on a reemployment list for twelve (12) months and shall be returned to work if a vacancy exists within the division in reverse order of layoff, provided the employee is qualified to perform the job to be filled. Any employee so reemployed shall retain rates of accrual based upon previous seniority. Leave balances which were not paid at time of layoff shall be reinstated.
- B. The City shall notify an employee of the recall by registered mail at his last known address. Employees being recalled shall be allowed a maximum of ten (10) days to report to work after receiving notification. If the recalled Employee is not able to return within the ten (10) days because of legal or medical reasons, the City may consider to extend the time necessary for the return of the Employee, on a case-by-case basis. Failure to report for work within the ten (10) day time limit, or the extension thereof, shall be cause for termination.
- C. No Employee shall be denied recall if he is in substantially the same physical condition he was in at the time of lay off.

ARTICLE 25 EQUIPMENT AND UNIFORMS

- A. Equipment Sets
 - 1. All new police officer hires will be provided the following equipment: OC and Holder, holster, pistol, ballistic armor, magazine pouches, and three (3) magazines.
 - 2. All equipment furnished by the City shall be in a serviceable condition and shall be replaced on an as needed basis. A retention level II holster will be lowest level maintained by the City for distribution to employees.
 - 3. Employees who have lost, damaged, or have had City property stolen in the line of duty, regardless of cost, will not be required to reimburse the City unless intent or negligence is proven to the satisfaction of the Police Chief. Employees who have been determined to have intentionally or been contributorily negligent for the lost, damaged, or stolen property may be subject to appropriate disciplinary action and/or replacement of the property.
- B. Ammunition

1. The City shall furnish all qualifying and duty ammunition for all calibers of weapons that each officer is authorized to carry, except for backup weapons and off-duty weapons.
 2. The City will furnish ammunition for qualification practice conducted by the Firearms Training Coordinator.
- C. Clothing Allowance and Uniforms. The City will furnish complete uniform sets to police officers and detention officers and shall reissue all clothing replacements as needed. Detectives will continue to receive a clothing allowance of \$500.00 per year.

ARTICLE 26 COMPLETE AND ENTIRE AGREEMENT

This Agreement specifically describes the entire agreement between the City and the Union. There are no other agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are subject to the City of Hobbs Police Department's Standard Operating Procedures and City of Hobbs Rules and Regulations. Should there exist any conflict between the terms of this Agreement and the Standard Operating Procedures or the City's Rules and Regulations, this Agreement shall control. If a court of competent jurisdiction finds a provision of this Agreement invalid, the remainder of the Agreement shall continue in full force and effect.


All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the City of Hobbs and the Union. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner that is in violation with the provisions of this Agreement.


ARTICLE 27 COPIES OF THE AGREEMENT

The City will publish the Agreement on its website. Bargaining unit employees may request a hardcopy of the Agreement from the Union. It is the responsibility of the City to explain the agreement to the supervisory and management staff. It is the responsibility of the Union to explain the agreement to the bargaining unit employees.

ARTICLE 28 TERM OF AGREEMENT

The term of this Agreement shall continue in full force and effect through June 12, 2020.


Mark Munro, President
Hobbs Police Association


Sam D. Cobb, Mayor
City of Hobbs