

**CHAVES COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING AGENDA**

**June 13, 2022 – 9:00 a.m.**

**Chaves County Administrative Center – Joseph R. Skeen Building  
Commission Chambers - #1 St. Mary's Place**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DETERMINATION OF QUORUM**

**APPROVAL OF MINUTES**

**AGENDA ITEMS**

**A. CANVASS ELECTION**

1. Canvass of 2022 Primary Election

**B. AGREEMENTS AND RESOLUTIONS**

2. Agreement A-22-032 for Collective Bargaining between Chaves County and the International Union of Police Association.

**UNSCHEDULED COMMUNICATIONS ARE LIMITED TO  
THREE MINUTES PER VISITOR-NOT TO EXCEED 15 MINUTES  
NO FORMAL ACTION IS TAKEN BY THE COMMISSION**

- **COUNTY MANAGER'S COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **ADJOURNMENT**

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If you are an individual with a disability who needs a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing a meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

**AGENDA ITEM:** 2

Agreement A-22-032 Collective Bargaining Agreement Between Chaves County and International Union of Police Association

**MEETING DATE:** June 13, 2022

### **STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams

**ACTION REQUESTED:** Approve Collective Bargaining Agreement

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#### **ITEM SUMMARY:**

Over the course of the last several months, Chaves County has been negotiating with the International Union of Police Association "IUPA." An agreement has been reached and approved by the membership of the IUPA.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-22-032

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**SUMMARY BY:** Bill Williams

**TITLE:** County Manager

**COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
CHAVES COUNTY  
AND  
INTERNATIONAL UNION OF  
POLICE ASSOCIATION**

**EFFECTIVE June 13, 2022 THROUGH June 12, 2026**

## Table of Contents

PREAMBLE .....	3
ARTICLE 1. MANAGEMENT RIGHTS .....	3
ARTICLE 2. RECOGNITION .....	3
ARTICLE 3. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES .....	3
ARTICLE 4. UNION MEMBERSHIP DUES .....	5
ARTICLE 5. HOURS OF WORK - STAFFING .....	5
ARTICLE 6. HOLIDAYS .....	6
ARTICLE 7. ANNUAL LEAVE.....	7
ARTICLE 8. LEAVES .....	7
ARTICLE 9. RETURN TO WORK RELEASE .....	9
ARTICLE 10. COMPENSATION .....	9
ARTICLE 11. OVERTIME.....	10
ARTICLE 12. SENIORITY .....	10
ARTICLE 13. REDUCTION IN FORCE (RIF) .....	11
ARTICLE 14. PROMOTIONS.....	11
ARTICLE 15. INVESTIGATIONS AND DISCIPLINE ACTIONS.....	11
ARTICLE 16. GRIEVANCE AND ARBITRATION PROCEDURE.....	13
ARTICLE 17. SAFETY PROVISIONS – EQUIPMENT.....	15
ARTICLE 18. GENERAL PROVISIONS .....	16
ARTICLE 19. PERSONNEL FILES.....	16
ARTICLE 20. COMPLETE AND ENTIRE AGREEMENT .....	17
ARTICLE 21. TERM OF AGREEMENT.....	17
ARTICLE 22. SIGNATURES.....	18

**PREAMBLE**

This Agreement is entered into by and between Chaves County, New Mexico (“County”), a political subdivision of the State of New Mexico, and the International Union of Police Association, hereinafter referred to as the “Union”.

**ARTICLE 1. MANAGEMENT RIGHTS**

- A. The parties recognize that except as explicitly limited, abridged, or relinquished by the terms and conditions of this Agreement, all rights to manage, direct, or supervise the operations of the County and its employees are vested solely in the County and are not subject to Union action or arbitration. The County retains the right to develop and implement rules and regulations for the purpose of maintaining order, safety, and efficient operations.
- B. The County Manager and Sheriff have and retain all rights to administer the affairs of the Sheriff’s Office. Management retains any and all rights not explicitly limited by this Agreement or the Public Employee Bargaining Act.

**ARTICLE 2. RECOGNITION**

- A. The County recognizes the Union as the sole and exclusive collective bargaining representative for the Sheriff’s Deputies and Sergeants employed by the County in the Sheriff’s Office. It is acknowledged by the parties that probationary employees are not a part of the bargaining unit.
- B. Employee for the purpose of this Agreement is defined as a bargaining unit employee.

**ARTICLE 3. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. The Union has the right and duty as exclusive representative to represent the interest of all employees in the bargaining unit regardless of membership or non-membership in the Union. The Union’s right as exclusive representative includes representation of bargaining unit employees in negotiations and in settlement of grievances. It is recognized the Union is a private organization and is not a branch of the state or local government nor a part of the Chaves County government. It is acknowledged by the parties to this agreement that Union Business is not County business and, therefore:
  - 1. The Union shall not use the County’s interoffice mailboxes, mail services, or e-mail for the dissemination of Union information, literature, or correspondence. However, the Union President may distribute materials in employee mailboxes during his/her non-work hours.

2. The Union shall not use County time, equipment, property, or materials for Union business, however, the Union may request, and the County may approve, the use of County buildings for Union business in the same manner and subject to the same requirements as any other private organization. Employees may use County issued cellphones for incidental personal use that does not interfere with the employee's work and/or delivery of services to the citizens.
- B. Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Neither management nor the Union shall interfere, coerce, or intimidate the employee in the exercise of the employee's right to join or not to join the Union.
  - C. Union Information: The Union President may provide contact information material to the County Human Resources Director for distribution to employees new to the bargaining unit.
  - D. Bulletin Board: The County will designate a 3' x 3' space for the Union to purchase a bulletin board to be hung in the hallway on the East side of the Records Department in order to post notices of Union meetings and other information. Information placed on the bulletin board shall not be inflammatory or derogatory of the County, its employees, representatives, or elected officials.
  - E. Prior to implementation, the Sheriff's Office will provide the Union President with fourteen (14) calendar days' advance notice of any new policies or changes to existing policies, procedures, rules, or regulations.
  - F. Union Representative
    1. The County Administration will meet with recognized State or National Representatives of the Union for the purpose of conducting official labor-management relations business. Advance appointments must be made with the applicable administrator. The Union shall identify Local, State, and National representatives who have authority to act on behalf of the Union by providing written notice of such representatives to the County Manager and the Sheriff by July 1 of every year of this Agreement and within seven (7) calendar days of any change. The notice shall include the representative's name, address, telephone number, and scope of authority. Failure to provide the aforementioned list and/or include the scope of authority will result in the County not recognizing any representative as having authority on behalf of the Union until the list and/or scope of authority is provided.
    2. During the first full pay period of February of each year of this Agreement, Union members will donate four (4) hours of annual leave to the IUPA time pool bank. Such leave may be utilized by a bargaining unit member identified as a representative under Section F.1. above for any union-related business. Requests to utilize leave from the IUPA time pool bank will be filed in accordance with the

process for requests to use ~~of~~ annual leave. Time in the IUPA pool bank can be carried over to the following year.

3. Subject to staffing requirements, if the IUPA time pool bank is empty, local union stewards and officers may be granted leave without pay to conduct Union business. Such requests will be handled in the same manner as requests for annual leave.

#### **ARTICLE 4. UNION MEMBERSHIP DUES**

- A. Employees may join and be a member of the Union or may choose not to join or be a member of the Union, without interference, restraint, or coercion. Employees may voluntarily pay membership dues through payroll deduction. Membership or non-membership in the Union is strictly voluntary and the employee's right to join or terminate membership in the Union may be exercised at any time.
- B. A bargaining unit employee may commence or terminate payroll membership dues deductions at any time by written notice to the County, which shall take effect no later than the next full pay period after receipt of notice by the County. The employee will provide a copy of the written notice to the Union. The County will remit such deductions to the Union within ten (10) business days after such deductions are made along with a list of the employees from whom deductions were taken. The County will be notified in writing of the membership dues amount by June 1<sup>st</sup> for the upcoming fiscal year. No changes to the deduction amounts will occur after that date. Payroll deduction will only be for membership dues and will not include any other fees, fines, or assessments of any kind.
- C. The Union shall indemnify, pay for the defense of, and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the County for the purpose of complying with this Article.

#### **ARTICLE 5. HOURS OF WORK - STAFFING**

- A. Hours of work and work schedules are established by the Sheriff. Employees will be assigned to work shifts with starting and quitting times, normally with consecutive days off. Work schedules will be posted in a location accessible to the employees. An employee will be given at least five (5) calendar days' notice of a long-term change to an employee's regular shift.
- B. Any employee who, without good cause, fails to report to work for two (2) consecutive scheduled shifts, regardless of scheduled days off between shifts, without prior notice to management shall be disciplined, up to termination of employment.
- C. The parties recognize that absenteeism is a major obstacle to maintaining needed staffing levels. The parties will work together to attempt to resolve issues of suspected abuse of paid leave including sick leave.

- D. Rest periods are granted and shall not be accrued nor shall there be additional compensation for breaks not taken. Lunch periods are dependent upon the employee's assignment.
- E. Employees required to appear in court on County business under court order as a part of their duties and responsibilities as bargaining unit employees shall be compensated at their regular rate of pay while in court. If an employee is required to report to Court on his/her regular day off, the employee will be guaranteed a minimum of two (2) hours of pay, unless the case is dismissed by the employee without justification deemed sufficient by the Sheriff or designee. A copy of the subpoena or other document shall be provided to management upon receipt. Such time is time worked and shall be included as time worked for the purpose of computing overtime compensation as required by applicable law. This section does not apply to actions in which the employee is called to testify against the County.
- F. Employees are required to attend law enforcement schools and seminars necessary to maintain New Mexico law enforcement, First Aid, and CPR certifications and training mandated by the County. It is the employee's responsibility to keep the employee's supervisor apprised by email of trainings required by the employee. An employee will confer with the employee's immediate supervisor to schedule time to complete training mandated by the State or the County with respect to Virtual Academy training. All other training will be scheduled by the Sheriff's designee. The County will determine payment for such training based on budgetary constraints and the employee's actions in availing him/herself of training provided by the County.
- G. Employees enrolled in college classes will ensure such classes do not interfere with work time. Employees may apply for education assistance in accordance with County policy.
- H. Shift Bid: The County will continue to follow its adopted shift bid procedure for bargaining unit employees. The bid will be for shift and days off and will take place in December and June to take effect the first full pay period of the following month. Additional shift bids may be conducted with the written agreement of the Union President.

**ARTICLE 6. HOLIDAYS**

- A. Bargaining unit employees working an eight (8) hour shift will receive eighty-eight (88) hours for holidays and bargaining unit employees working a ten (10) hour shift will receive ninety (90) hours for holidays as designated by the Commission prior to commencement of the subsequent calendar year.
- B. Employees who do not work a holiday will be paid according to the regular shift length of either eight (8) or ten (10) hours at their regular rate of pay. Employees who do work the holiday will be paid their regular rate of pay for all hours worked on the holiday plus holiday pay according to the regular shift length of either eight (8) or ten (10) hours at the employee's regular rate of pay. Time paid for a holiday not worked is not time worked for the purposes of computing overtime compensation. Employees who call in sick on the



holiday shall not receive holiday pay and shall have the time charged to accrued sick leave or leave without pay. Employees on approved annual leave shall not have the holiday charged to annual leave.

- C. Holidays will be observed on the actual holiday.
- D. To be eligible for holiday pay an employee must have worked or be on approved, paid leave his/her last regular assigned work shift prior to and the next regular assigned shift after the identified holiday shift.
- E. Bargaining unit employees will have one (1) day personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken at any time upon approval by the employee's immediate supervisor. Personal holiday may not be taken in hourly increments. Personal holiday will not be paid upon separation of employment.

**ARTICLE 7. ANNUAL LEAVE**

- A. Bargaining unit employees shall earn annual leave in accordance with County policy, accrued each pay period, up to a maximum of two hundred eighty (280) hours.
- B. An employee shall submit a written request to utilize annual leave at least seven (7) calendar days prior to the first day of leave being requested. Such request shall be subject to approval of the immediate supervisor and filed with the employee's Lieutenant. A request filed with less than seven (7) days' notice may be considered by the Sheriff or designee.
- C. Employees taking a minimum of forty (40) consecutive hours of vacation leave (not to include any holidays) are entitled to convert eight (8) hours of sick leave to vacation leave per fiscal year. Annual leave conversions are processed at the end of the fiscal year.

**ARTICLE 8. LEAVES**

- A. Sick Leave benefits are intended to be paid to an employee during Sick Leave of Absence or Family Medical Leave to protect the employee from loss of earnings and for that purpose only. Benefits are not to be used to extend a vacation or to cover other absences. Upon separation from employment, the employee does not accrue any right for unused sick leave benefits.
- B. Any employee who is going to be absent from the employee's regularly scheduled shift, due to sickness or illness, shall contact management as soon as possible but no less than two (2) hours prior to the start of the employee's shift.

- C. Sick leave will accrue at the rate of 3.08 hours per pay period. Sick leave is accrued only for time actually worked and does not accrue if the leave extends beyond fourteen (14) calendar days.
- D. Sick leave abuse is defined as the repeated utilization of sick leave on the days immediately preceding or immediately following the employee's days off, the use of the leave for reasons other than the sick leave or FMLA leave, or patterns of sick leave usage. This language also serves as notice that the abuse of sick leave will not be tolerated.
- E. Except in emergencies, any employee desiring to take sick leave for medical treatment, minor surgery, etc., is required to first obtain permission from management.
- F. Employees who exhaust their sick leave accrual and are still not released to return to work may request the use of accrued vacation followed by a request for donated time or leave without pay.
- G. Sick leave abuse creates a significant cost to the County and an added burden to the employees who must assume the additional workload and the inability to take legitimate leave due to staffing requirements. The parties will work together to attempt to eliminate the abuse of sick leave. Employees who request and take sick leave and are found to have utilized such sick leave for other purposes will have provided just cause for disciplinary action including termination of employment.
- H. Employees shall furnish a doctor's release before returning to work after having utilized sick leave benefits for three (3) or more consecutive shifts.
- I. At the time of separation from the County for whatever reason, all accrued sick leave is forfeited.
- J. An employee's accrued sick leave is not transferable to any other person, nor can leave be converted to other leave or cashed in for payment. Accrued sick leave greater than 240 hours may be converted to vacation leave at a rate of one (1) hour of vacation leave for each two (2) hours of sick leave. A maximum of forty-eight (48) hours of sick leave may be converted each fiscal year to a maximum of twenty-four (24) hours of vacation leave. Leave conversions are processed at the end of the fiscal year.
- K. An employee who uses twenty (20) hours or less of sick leave per fiscal year will be able to convert eight (8) hours of sick leave to vacation leave. Leave conversions are processed at the end of the fiscal year.
- L. All other leaves will be handled in accordance with County policy.
- M. Leave Request. All leave requests will be made on the appropriate County form. All leave whether paid or unpaid are subject to the recommendation of management and the approval of the Sheriff.

**ARTICLE 9. RETURN TO WORK RELEASE**

- A. An employee, in case of non-work-related illness or injury, may obtain the services of a duly licensed and practicing medical practitioner of his/her own choice and shall obtain a release from such practitioner to return to work for any absences of three (3) or more consecutive shifts. The County shall have the right to require the Employee to furnish a release from a practitioner selected by the County.
- B. The County may require an employee to submit to a medical or psychological review with a practitioner of the County's choice at the County's expense if there is reasonable suspicion regarding the employee's fitness for duty.

**ARTICLE 10. COMPENSATION**

- A. Wages. Effective the first full pay period following ratification and signature of this Agreement or resolution of impasse, whichever is later, the pay plan will be adjusted by ten percent (10%). Eligible bargaining unit employees who would have advanced on the pay plan in July 2021 or January 2022 or will advance in July 2022, will advance one (1) step on the pay plan, up to the maximum of the plan, on the first full pay period following ratification and signature of this Agreement based on the employee's anniversary date of hire, or the first full pay period following resolution of impasse, whichever is later. Bargaining unit employees who reached top step of the pay plan by January 1, 2021, will receive a one-time payment of \$1750.00, during the first quarter of Fiscal Year 2023 or the first quarter following ratification and signature of this Agreement or resolution of impasse, whichever is later.
- B. Call Back Time. Employees called back to work after having left the worksite shall be allowed reasonable time to report to work and will be paid for the actual hours worked for a minimum of two (2) hours. All worked time shall be counted in the computation of eligibility for overtime as per the FLSA.
- C. Retirement. The current retirement program will continue in full force and effect for the term of this Agreement. The County will pick up the employee's one-half percent (0.5%) increase in PERA contributions for Fiscal Year 2023, subject to appropriation by the County Commission.
- D. Insurance: bargaining unit employees will be eligible to participate in insurance programs offered by the County. The percentage of premium paid by the County will be determined by the Commission.

**ARTICLE 11. OVERTIME**

- A. Overtime compensation will be calculated and paid in accordance with the Fair Labor Standards Act (FLSA) for all hours in excess of eighty-five (85) in a fourteen (14) day cycle. Paid leave is not time worked under FLSA and will not be counted as time worked for the purpose of computing overtime compensation.
- B. Employees shall not work beyond their regular assignment without authorization from management. Overtime is a condition of employment. Overtime is subject to the approval of the Sheriff or designee.
- C. **Mandatory Overtime:** The Sheriff's Department will maintain a list for overtime assignments developed based on reverse order of seniority. Overtime will be offered in the order of the list based on employees who are not on shift or approved vacation. If an employee refuses an overtime assignment, the employee will maintain his/her position on the list. If an employee accepts the overtime assignment, the employee's name will be moved to the bottom of the list. An employee who refuses to work overtime a second consecutive time shall be disciplined, up to termination.
- D. **Voluntary Overtime:** Voluntary overtime for patrol shifts will be posted in the Sheriff's Office. A patrol deputy may elect to work an overtime shift on his/her days off by writing his/her name next to the available shift on a first-come-first-served basis. An employee may not remove his/her name from the shift unless the employee finds another employee to replace him/her. If available shifts are not filled twenty-four (24) hours prior to the shift, Sergeants may sign up for the shift. If the assignment is not filled, it may be cancelled.
- E. The mandatory overtime list shall be maintained on the 245 shared folder. Nothing in this article prevents a supervisor from mandating employees to come in early or stay late to cover partial shifts of four (4) hours or less.
- F. Nothing in this article prohibits an employee in SID, CID, or SRO from voluntarily working an overtime assignment on their days off. If an overtime assignment, other than grant opportunities, cannot be filled by a Deputy, then a Sergeant may voluntarily work the overtime assignment on his/her day off.

**ARTICLE 12. SENIORITY**

- A. **Department Seniority**  
Department seniority is defined as the length of continuous employment from the last date of hire as a bargaining unit employee with the Chaves County Sheriff's Office.
- B. **General Seniority**  
General seniority is defined as the length of continuous employment with the County.

- C. Approved leave time does not constitute a break in service.

**ARTICLE 13. REDUCTION IN FORCE (RIF)**

- A. When a reduction in the work force is necessary, employees shall be laid off in accordance with their departmental seniority applied to classification held and the classification affected by the RIF. That is, the employee with the least departmental seniority shall be laid off first, provided that in the selection of employees for layoff, due consideration shall be given to the retention of employees properly qualified and physically able to perform the available work.
- B. Affected employees will be given a written two (2) week notice of lay-off. The County may provide a two (2) week paid leave in lieu of the advance notice.
- C. Employees on any kind of leave at the time of a lay off will be considered for lay off in the same manner, conditions, and order as any other bargaining unit employee.
- D. Employees on layoff will be offered to continue in the group insurance program with the employee paying the total premium during such period of lay off for a recall period up to six (6) months.
- E. Employees affected by the reduction in force will be placed on a recall list for six (6) months. Employees will be recalled in order of Department seniority. Employees being recalled will be allowed ten (10) calendar days to report to work from date of recall notice. Failure to report or accept recall shall forfeit the employee's recall rights.

**ARTICLE 14. PROMOTIONS**

- A. Promotions to the rank of Sergeant will be handled in accordance with Sheriff's Department policies.
- B. An employee must have two (2) years of continuous service currently with the Sheriff's Department to be considered for assignment to CID and School Resource Officer. Nothing precludes the Sheriff's Office from assigning employees with less than two (2) years' service to the Narcotics Task Force.

**ARTICLE 15. INVESTIGATIONS AND DISCIPLINE ACTIONS**

**Internal/Administrative Investigations**

- A. It is recognized by the parties that it is the County's obligation and responsibility to investigate any charge of employee misconduct.

- B. Any internal/administrative investigation conducted by the department shall comply with applicable law of the State of New Mexico and departmental and County policies regarding internal investigations or administrative investigations. An employee may be accompanied by a Union representative, or if exclusive representation is waived by the Union President in writing, by an attorney of the employee's choice, during an investigative interview to serve as an observer only. The unavailability of a non-attorney Union representative shall not delay the interview more than twenty-four (24) hours. The unavailability of an attorney shall not delay the interview more than seventy-two (72) hours.
- C. An employee may be placed on paid administrative leave pending the outcome of an investigation and any contemplated disciplinary action.
- D. If an investigation results in contemplated disciplinary action, notice of a predetermination meeting will be issued within thirty (30) calendar days following the Sheriff's determination of conclusion of the investigation. If more time is needed, the bargaining unit employee will be notified in writing.

### **Pre-Determination Meeting**

- A. Management shall have the authority to impose disciplinary action on an employee for just cause. Prior to the implementation of any disciplinary action the employee will be provided the opportunity, at a pre-determination meeting, to respond to any charges that may lead to disciplinary action.
- B. The County will provide at least forty-eight (48) hours' advance notice to the employee of the date, time, and place of such pre-determination meeting. The County will provide the employee with notice of the proposed action. Upon written request filed at least forty-eight (48) hours prior to the pre-determination meeting, the employee will be provided with a copy of any investigatory report and evidence relied upon in the report.
- C. The pre-determination meeting shall be informal in nature and shall not require adherence to the rules of evidence. An employee may be represented by a Union representative or, if the Union has waived its exclusive representative status in writing to the County, by an attorney of the employee's choice and at the employee's own cost.
- D. It is not mandatory that an employee avail himself or herself of the right to a pre-determination meeting. However, an employee who fails to appear for a pre-determination meeting as scheduled will be deemed to have waived his/her rights to any further pre-determination meeting on this same matter.
- E. Following the pre-determination meeting, the Sheriff or designee will issue a written determination either affirming, reversing, or modifying the proposed disciplinary action within seven (7) calendar days, unless additional investigation is necessary. The affected employee will be provided a copy of the written determination. Disciplinary action involving suspension in excess of twenty-four (24) hours, demotion, and terminations require County Manager approval.

## **Disciplinary Actions**

- A. Disciplinary actions imposed by the County on bargaining unit employees shall be based on just cause.
- B. Whenever possible, discipline will be imposed in a private setting with each party having the right to have a witness present.
- C. Disciplinary actions include the following:
  - 1. Written warning
  - 2. Written reprimand
  - 3. Suspension without pay
  - 4. Involuntary demotion with a loss of pay
  - 5. Termination of employment.
- D. A written reprimand is defined as an official written censure. Written reprimands provide the employee with a reprimand for inappropriate behavior, notice that the conduct associated with the violation must stop immediately and permanently, and notice that additional violations may result in more severe sanctions. Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy. The employee shall acknowledge having read and received the reprimand by signing the document. An employee may submit a written rebuttal to a written reprimand within seventy-two (72) hours of receipt of the written reprimand, which will be placed in the employee's personnel file.
- E. Any disciplinary actions, other than written warnings ~~or reprimands~~, imposed on an employee may be appealed as a grievance through the grievance procedure identified in this agreement. A written reprimand may be appealed to Step One of the grievance procedure. The Sheriff's decision will be final and binding.
- F. Normally progressive discipline will be utilized, however, the severity of the infraction and other factors may warrant suspension, demotion, or termination.

## **ARTICLE 16. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Grievance is defined as a misinterpretation, misapplication, or violation of this agreement or an appeal of a suspension, demotion, or termination. This grievance procedure shall be the sole procedure for resolving any grievance or dispute between the parties.
- B. The grievance must be in writing and shall include:
  - 1. Identification of the specific Article and language in the Agreement that applies.
  - 2. Identification of the action or inaction that generated the grievance.
  - 3. The management employee involved.
  - 4. The date of the alleged violation.

5. The specific relief requested; “to be made whole” is not an acceptable specific relief.
  6. The grievance must be signed and dated by the employee and the employee’s representative, if the employee is represented.
- C. “Days” as used in this article shall mean days in which the County Administrative Offices are open for business.
- D. A grievance may be filed by a bargaining unit employee, the Union on behalf of an employee, or the County. A bargaining unit employee processing a grievance without representation by the Union will be required to bear all costs associated with the grievance. In such instances, the Union President will be notified of a grievance involving interpretation of the contract and given the opportunity to be present and make its views known.
- E. Grievance responses will be sent to the Grievant or if the employee is represented by the Union, to the Union representative.
- F. Grievance Steps.

Step 1. The initial filing of a written grievance shall be with the Sheriff and shall occur within ten (10) days of the commission or omission of the act that generated the grievance. The parties should attempt to resolve the grievance at this level. If the grievance is not resolved within ten (10) days of filing with the Sheriff, for whatever reason, the grievance may be appealed to the County Manager by filing the appeal in writing within ten (10) days of filing with the Sheriff.

Step 2. The parties should attempt to resolve the issues at this level. If the grievance is not resolved at the County Manager level within ten (10) days of the filing of the grievance with the County Manager, for whatever reason, the grievant may advance the grievance for arbitration.

Step 3. If the grievance is not resolved at the County Manager level by the parties, for whatever reason, the grievant may submit a written request for an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of filing with the County Manager at Step 2. The request to FMCS shall include the County Manager as the contact for the County, unless an attorney for the County is identified by the County. The request shall indicate a regional list.

- G. Within ten (10) days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be the grievant.



- H. The Arbitrator shall determine issues of grievability on pre-hearing briefs prior to scheduling the merits of the case. If proceeding to a hearing on the merits, the selected Arbitrator shall hear the grievance and render a written decision containing findings of fact and conclusions of law within thirty (30) calendar days of the close of the hearing or submission of post-hearing briefs, as applicable.
- I. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute his/her discretion for the County where such discretion is retained by the County. In cases involving contract interpretation brought by an individual employee without the representation of the Union, the Arbitrator will defer to any joint interpretation of the Union and County.
- J. The decision of the Arbitrator shall be final and binding on the parties, subject to appeal under compulsory arbitration to District Court, which shall be a de novo review.
- K. The Arbitrator's charges for services shall be shared equally by the parties including the cost of a Court reporter and transcripts for the arbitrator.
- L. Each party is responsible for all its own costs associated with representation, witness fees, and its copy of the transcript.
- M. This is the only grievance procedure available to the bargaining unit and shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action, provided, however, the employee shall retain statutory rights under Title VII and the New Mexico Human Rights Act.

## **ARTICLE 17. SAFETY PROVISIONS – EQUIPMENT**

- A. The County and employees will abide by all applicable County, State, and Federal safety laws, rules, and regulations.
- B. The County will continue to provide a safe and healthful working environment as required by law. The Union President may appoint a bargaining unit employee to serve on the County's Safety Committee.
- C. Employees shall immediately report in writing any and all unsafe working conditions or equipment needing service or replacement to their immediate supervisor.
- D. The employee shall utilize all safety equipment and clothing as required by County, State, and Federal safety laws, rules, and regulations. The County will provide vests to bargaining unit employees and replace the vest upon its expiration.
- E. The County will provide ammunition for the weapons provided by the County. The County will provide ammunition for personally owned weapons approved for on duty use by the

Sheriff or designee, if the ammunition is currently being provided for weapons issued by the County. Otherwise, the employee will be required to provide ammunition for a personally owned weapon that has been approved by the Sheriff or designee or on duty use.

- F. The County will provide equipment deemed appropriate.

## **ARTICLE 18. GENERAL PROVISIONS**

- A. **Strikes and Lockouts**  
It is recognized by the parties that strikes and lockouts are prohibited by the New Mexico Public Employee Bargaining Act.
- B. **Non-Discrimination**  
The parties agree that neither parties' representative, policies, or activities will discriminate against any employee based on race, age, sex, national origin, religion, disability, marital status, veteran status, political affiliation, union membership, or non-union membership.
- C. All references to employees in this Agreement designate all sexes, and where the male gender is used, it shall be construed to include any bargaining unit employees.
- D. **Copies and Distribution of Agreement**  
A master copy of the Agreement will be provided to each party. Management is responsible for reproducing enough copies for distribution to the management staff. Management is also responsible for explaining the Agreement to the management staff. The Union is responsible for reproducing sufficient copies for the bargaining unit employees and for distributing and explaining the Agreement to the bargaining unit employees. The Union shall inform bargaining unit employees of all amendments to the provisions of this Agreement within ten (10) calendar days of such changes.
- E. **Agreement Control:** in the event of any specific conflict between this Agreement and a policy, rule, regulation, or directive, this Agreement will control. Any issue not specifically addressed in this Agreement will default to federal law, state law, Chaves County ordinances, and/or Chaves County or Sheriff's Office policies, rules, regulations, and directives.
- F. Unless otherwise specifically stated herein, the provisions, conditions, and requirements of this Agreement shall apply to all employees in the bargaining unit.

## **ARTICLE 19. PERSONNEL FILES**

- A. No document containing comments adverse to an employee shall be entered into the personnel file unless the employee has received a copy.

- B. Personnel Records: an employee may review his/her own personnel record by scheduling an appointment with the Human Resources Department during its normal business hours. An employee may designate an individual in writing to review the employee's file.

**ARTICLE 20. COMPLETE AND ENTIRE AGREEMENT**

- A. This Agreement specifically describes the entire agreement between the County and the Union. There are no other agreements, memoranda of understanding, or any other express or implied 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 County and/or Department policies and retained management rights. 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 County Manager and the Union.
- B. The County and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed in writing otherwise, even though the specific subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement, provided, however, this provision cannot limit the obligation to collectively bargain on change of policy or programs that affect wages and working conditions or as may be necessitated by reason of change of law, except as set forth in Management Rights herein.

**ARTICLE 21. TERM OF AGREEMENT**

- A. Term of Agreement  
This agreement shall be effective on the first full pay period following ratification/approval by the Union membership and the County Commission and signature by the Union President and the Chairperson of the County Commission or upon settlement through the impasse procedure. This agreement shall remain in full force and effect for four (4) years. Either party may request to reopen negotiations for Article 9. Compensation, and two (2) other articles per party by submitting written notice to the other party no earlier than ninety (90) days and no later than sixty (60) days prior to the anniversary date of this Agreement. Either party may request to negotiate a successor agreement by submitting written notice to the other party no earlier than ninety (90) days and no later than sixty (60) days prior to the expiration date of this Agreement.
- B. Savings Clause  
If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State Legislation, or by any Executive Order or other competent authority, the remaining provisions of this agreement shall remain in

