

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

May 23, 2013 –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

**PRESENTATION: RECOGNIZING HIGH SCHOOL STATE CHAMPIONS IN
CHAVES COUNTY**

AGENDA ITEMS

A. PUBLIC HEARING

1. Ordinance #8-Chaves County Personnel Policy

B. AGREEMENTS AND RESOLUTIONS

2. Agreement A-13-006-between Chaves County and Native American Air Ambulance, Inc. for IHC Provider
3. Resolution R-13-020-Approval of Fiscal Year 2013-2014 Interim Budget
4. Resolution R-13-023-Supplementing Ordinance O-085 Finalizing the Amounts for the Loan, Agreement between Chaves County and NMFA in the Amount of \$5,602,241

C. ITB'S AND RFP'S

5. ITB-13-2-Janitorial Supplies
6. ITB-13-3-Inmate Supplies

D. OTHER BUSINESS

7. Selection of a Member to the Board of Directors of Southeastern New Mexico Community Action Program

**UNSCHEDULED COMMUNICATIONS LIMITED TO FIVE MINUTES PER VISITOR
NO FORMAL ACTION TAKEN BY COMMISSION**

- **COUNTY MANAGERS' COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing of 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: 1

Ordinance #8 Chaves County Personnel Policy
Revision XXI

MEETING DATE: May 23, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Conduct Public Hearing and Approve Ordinance

ITEM SUMMARY:

A committee of Chaves County Elected Officials and Departments Heads, consisting of: Stan Riggs, County Manager; Steve Harris, Treasurer; Ron Lethgo, Assessor; Sonny Chancey, Public Services Director; Valerie Cornejo, Human Resources Director; Joe Sedillo, CFO; Sandra Stewart, Detention Administrator; and Terry Allensworth, Road Operations Director; has been meeting for the last nine months to update the Chaves County Personnel Policy. The attached policy includes the proposed revisions.

This is a public hearing and has been properly advertised. The proposed policy has been distributed to Chaves County employees and is available on the County website.

Staff recommends approval of Revision XXI to Ordinance #8.

SUPPORT DOCUMENTS: Chaves County Personnel Policy with proposed revisions
Chaves County Personnel Policy - Redline Version (Exhibit A)

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

**ADOPTION OF REVISION XXI
TO ORDINANCE #8
CHAVES COUNTY PERSONNEL POLICY**

On the 23rd day of May, 2013, a public hearing was held by the Board of Chaves County Commissioners to consider adopting Revision XXI to Ordinance #8, the Chaves County Personnel Policy. Revision XXI includes the amendments provided in Exhibit A, attached hereto and incorporated by reference.

ADOPTED this 23rd day of May, 2013.

CHAVES COUNTY BOARD OF COMMISSIONERS

Greg Nibert, Chairman

James W. Duffey, Vice Chairman

Kim Chesser, Member

Kyle D. "Smiley" Wooton, Member

Robert B. Corn, Member

ATTEST:

Dave Kunko, County Clerk

SECTION H [I] GENERAL PROVISIONS

~~2.1~~[1.1] PURPOSE. The purpose of this Personnel Policy is to establish consistent, basic policies and practices concerning relations between Chaves County and its employees. ~~This Personnel Policy further establishes the formal grievance procedure available to regular employees to hear their grievances with respect to improper promotions, demotions, terminations and suspensions, and provide the method by which a personnel hearing officer is chosen to hear formal grievances. Provisions of the Personnel Policy shall apply to all County employees except as provided herein. Independent contractors are not subject to the provisions of the Personnel Policy.~~ [Provisions of the Personnel Policy shall apply to all County employees except as provided herein. Definite rules and regulations cannot be readily formulated for every possible problem and situation. This Policy serves as a general basis and a guide for the proper, efficient, and effective administration of personnel matters of the employees of Chaves County.]

~~2.2~~ SCOPE. ~~Definite rules and regulations cannot be readily formulated for every possible problem and situation. This Personnel Policy serves as a general basis and guide for the proper, efficient, and effective administration of personnel matters of the employees of Chaves County. The personnel rules contained herein replace and supersede all previously issued personnel rules and regulations applicable to employees of Chaves County, including but not limited to the Chaves County Personnel Policy, adopted April 1, 1982 and all amendments and revisions related thereto.~~

~~2.3~~[1.2] AMENDMENT OF POLICY. There shall be no ~~resolution or other~~ action of the Board of County Commissioners or other County officials which is inconsistent with this Personnel Policy, ~~except by amendment of this Personnel Policy as required by law.~~ The Board of County Commissioners reserves the right to amend this [Personnel] Policy at its discretion.

~~2.4~~[1.3] ~~EMPLOYEE KNOWLEDGE AND INFORMATION OF POLICY. The Elected Official or Department Head shall provide a copy of this policy to present employees and to all new employees with instructions to read and be familiar with all provisions of this policy. Employees shall sign for a copy upon receipt.~~ [POLICY DISTRIBUTION. Employees shall receive a copy of this Personnel Policy. The employee may choose to receive a copy of the Personnel Policy on disk or paper. Employees are to read and be familiar with all provisions of this Policy.]

~~2.5~~[1.4] EQUAL EMPLOYMENT OPPORTUNITY POLICY. Individuals will not be discriminated against on the grounds of race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental handicap, medical condition, sexual orientation or gender identity, in consideration for employment, promotions, transfers, duration of employment, compensation, terms, conditions, or privileges of employment by Chaves County. [In addition, Chaves County complies with Section 2 of HUD regulations.]

- [1.5] SOCIAL SECURITY NUMBER PRIVACY. Chaves County's goal is to ensure to the greatest extent possible that any employee's social security number remains confidential. An employee's social security number will not be released to anyone outside the County, except as required by law. Employees' Social Security numbers will be available internally on a "need to know" basis only.]
- [1.6] HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). Chaves County shall abide by all HIPAA Regulations. The Human Resources Director shall serve as the HIPAA Compliance Officer. The County shall maintain privacy and security of Protected Health Information (PHI). The County shall consider any breach in the privacy and confidentiality of PHI to be a serious violation of this Policy and shall result in disciplinary action, up to and including termination.]
- [1.7] AMERICANS WITH DISABILITIES ACT (ADA). Chaves County shall provide reasonable accommodations to employees who meet the disability qualifications as defined in Title I of the ADA. The Human Resources Director shall serve as Chaves County's ADA Coordinator in matters of reasonable accommodation.]
- [1.8] RETALIATION. Chaves County prohibits any form of retaliation against an employee who submits a bona-fide complaint or assists in a complaint investigation.
- ~~2.6~~[1.9]ADMINISTRATION BY COUNTY MANAGER. The County Manager or ~~his~~ [their] designee shall administer and interpret the personnel system and the terms of this Personnel Policy and its amendments, and all future approved operating procedures. The County Manager shall recommend to the Board of Chaves County Commissioners any necessary amendments or revisions to the Personnel Policy.
- ~~2.7~~[1.10]DUTIES OF ELECTED OFFICIALS AND DEPARTMENT HEADS. All Elected Officials and Department Heads shall adhere to the provisions of this Personnel Policy.
- ~~2.8~~[1.11]CHAIN OF COMMAND. In order to maintain open communication between Chaves County and its employees and to ensure that employees' concerns are addressed quickly and efficiently, the County will utilize the chain of command concept. It is required that an employee discuss his concerns first with his immediate supervisor. If the concern cannot be ~~handled~~ [resolved] at this level, the employee may request a meeting with the next level supervisor, up ~~to the Elected Official or Department Head of his/her department~~ [the chain]. If it becomes necessary to pursue the issue beyond the Department Head or supervisor[y] level, the next appropriate step will be a meeting with the County Manager [or Elected Official]
- ~~2.9~~[1.12]SEVERANCE CLAUSE. It is the intent of the governing body that the sections, paragraphs, sentences, clauses and phrases of the Chaves County Personnel Policy are severable, and if any phrase, clause, sentence, paragraph or section of the Chaves County Personnel Policy shall be determined to be invalid for any reason, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of the Chaves County Personnel Policy.

~~2.10~~[1.13]DISCLAIMER. No phrase, clause, sentence, paragraph or section of this Personnel Policy shall be construed to create a contractual right between Chaves County and an employee.

SECTION I[II] EMPLOYMENT STATUS

- ‡[2].1 POSITION SPECIFICATIONS. The County shall establish a set of position specifications for all positions. Position specifications shall include title, ~~tasks~~, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. [The Human Resources Director is responsible for working with Department Heads and Elected Officials to ensure that Position Specifications accurately and completely describe the essential functions of each position.]
- ‡[2].2 PROBATIONARY EMPLOYEE. The purpose of the probationary period is to evaluate the employee's ability, potential and performance. This includes an evaluation of the employee's performance and the employee's ability to work with the public, peers, supervisors, and management. A probationary employee is terminable-at-will. [The probationary period is twelve months.]
- ‡[2].3 TEMPORARY EMPLOYEE. A temporary employee is hired on either a full-time or part-time basis to a seasonal position or to a position established for a period of no more than six (6) months, or during the term of a particular project. ~~A temporary employee shall not be hired above a level 4 on the General Wage and Classification Chart.~~ A temporary employee is terminable-at-will and shall not receive any County benefits and does not accrue leave.
- ‡[2].4 REGULAR EMPLOYEE. A part-time or full-time employee hired as a regular employee for County service, who has successfully completed probation.
- ‡[2].5 GRANT FUNDED EMPLOYEE. A full or part-time employee hired to fill a position which exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received.

SECTION III RECRUITMENT AND SELECTION.

- 3.1 PURPOSE. It is the policy of Chaves County to select and recruit the best suited persons for all full-time regular positions in an open and competitive manner, to insure no discrimination and to insure equal employment opportunity for all applicants and employees. This section applies only to regular employees, except as specifically stated for temporary employees. ~~Chaves County complies with Section 2 of HUD regulations.~~
- 3.2 RECRUITMENT OF APPLICANTS. The Elected Official or Department Head shall issue job announcements through such media deemed appropriate to insure open and competitive recruitment of individuals outside of County service, with sufficient time to insure reasonable opportunity for persons to apply. All publications for job announcements shall include reference to Chaves County as an Equal Opportunity ~~Employee~~ [Employer], such as EOE.
- 3.3 PUBLIC JOB ANNOUNCEMENTS EXCEPTION. Vacant positions may be filled by regular or probationary County employees by use of an in-house job announcement provided the employee is qualified for the position. Vacant positions may be filled without public announcement by temporary employees on a temporary basis ~~to replace regular employees on leave and pending the selection of a regular employee for a position or otherwise~~ for a period not to exceed six (6) months. Additionally, public advertisement for positions of the same title is required only one time during each six month period; ~~provided there is a sufficiently large pool of applications received through original advertisement to insure competitive recruitment for such positions that are vacant within the six (6) month period.~~
- 3.4 BEST SUITED APPLICANT DETERMINATION. The best suited applicant is determined by the Elected Official or Department Head based on minimum qualifications of education, experience, abilities, skills and past work experience as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) [qualified] applicants, of if less than three applications are received, all applicants shall be interviewed.
- 3.5 SELECTION. The Elected Official, Department Head or designated representative shall review all applications for positions in their departments. Final ~~appointment~~ [selection] shall be made by the Elected Official or the County Manager based on the best suited applicant for the position.
- 3.6 PRE-SELECTION PROHIBITED. Publicly posted and advertised positions shall not be promised to a person prior to recruitment and selection.

3.7 INELIGIBILITY FOR HIRE AND REHIRE. Applicants shall be considered ineligible for hire or rehire by Chaves County if the applicant has:

- ~~1.[a.]~~ knowingly made any false statement or omission on the employment application;
- ~~2.[b.]~~ not met the requirements of the position;
- ~~3. failed to complete pre-employment examinations or other requirements as directed by the County;~~
- ~~4. not met the criteria for insurance or bonding as required by County or State law;~~
- ~~5.[c.]~~ been dismissed from County service as a disciplinary measure;
- ~~6. not been certified by a physician that the applicant can perform the physical requirements or the essential requirements of the position;~~
- ~~7.[d.]~~ been convicted ~~for~~ [of] driving while under the influence of alcohol or drugs in the three years prior to the date of the application, if a valid New Mexico driver's license is required for the position; ~~or~~ [.]
- ~~8. been convicted of a felony as described in NMSA 1978, sec. 28-2-1, et seq. (1987 Repl. Pamp) or convicted of a felony or infamous crime as defined in NMSA 1978, sec. 10-1-3 (1987 Repl. Pamp.).~~

The above list is not necessarily exhaustive and may not include all of the reasons which would make an applicant ineligible for hire or rehire.

3.8 TESTING. The County may require an applicant to submit to testing for certain bona fide occupational qualifications to determine employment eligibility.

SECTION IV CHANGES IN EMPLOYMENT STATUS

- 4.1 PROMOTION. Chaves County encourages the professional growth of its employees and rewards the initiative, creativity, effort [and]; commitment, ~~and diligence~~ of its employees through the ~~promotional~~ [promotion] process. County employees are encouraged to take advantage of ~~promotional~~ [promotion] opportunities and apply for higher paying positions for which they qualify.
- A. ~~Procedural Requirements for In-House Advertisements. Any employee whose job performance reflects an ability to do his or her present job well and to handle more difficult assignments or greater responsibility will be considered eligible for promotion to available positions in a higher classified level.~~ Positions will be advertised in-house at the discretion of the Department Head or Elected Official. When a position within Chaves County becomes available, the following steps will be taken to ensure that current employees are considered for the vacant position:
1. An announcement describing the position and noting the grade level will be posted in each Department or Office. In most cases, an announcement will be posted for a minimum of five work days.
 2. Any employee possessing the minimum stated qualifications may apply for the position. ~~This must be done prior to the closing date indicated on the announcement.~~
- 4.2 TRIAL PERIOD. ~~Regular~~ [All] employees that are promoted ~~from their position to a vacant position may be placed in a~~ [will be required to complete a ninety-day] trial period ~~by the Elected Official or the County Manager in charge of the position. This is a period of evaluation of the employee in the new position. Trial periods, not to exceed ninety (90) days, must be authorized by the Elected Official or the County Manager, in writing. [This ninety-day trial period shall serve as probation for the new position. During this trial period, the Elected Official or Department Head shall evaluate the employee's performance.]~~ If [the employee's] performance ~~while on the trial period~~ is deemed unsatisfactory ~~in writing by the Department Head,~~ the employee may be placed in a vacant position, ~~if available, or dismissed at the discretion of the Elected Official or the County Manager. Employees being transferred back to previous positions receive the same pay received before their promotion.~~ [terminated.]
- 4.3 DEMOTION. An employee may be demoted to a [vacant] position for which the employee is qualified ~~when the employee would otherwise be terminated because the employee's position is being abolished due to lack of funds or lack of work and there are no appropriate vacancies at the same level; when the employee's job is being reclassified; when the employee does not demonstrate the necessary ability to render satisfactory performance in the position presently held, or when the employee voluntarily requests~~

~~such a demotion, provided there is a position available.~~ [An employee may voluntarily request such a demotion.]

4.4 TRANSFERS:

a. ~~General Transfer.~~ Employee[s] may be moved from one position to another of the same grade and pay range either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County. ~~Involuntary t[T]~~ transfers are not grievable. Shifting department or office needs may require that an employee be temporarily or permanently transferred from one ~~geographic~~ location to another within a department or office. An employee may be transferred from one position to another position at the same salary range within a department or office. If such a transfer involves a probationary employee, time served in the former position shall be credited toward achievement of regular full-time status and salary increases, and accumulated annual and sick leave shall be retained.

b. ~~Transfers Between Departments.~~ ~~An employee that voluntarily requests a transfer from one department to a vacant position in another department may be required to accept the new position at its entry level salary depending on their experience and qualifications required for the new position. The transferred employee will be subject to a trial period not to exceed ninety (90) days.~~

4.5 RESIGNATION. An employee voluntarily resigning shall submit, in writing, a two-week ~~minimum~~ notice of resignation. ~~Failure to provide written notice may be grounds for refusal of future employment with Chaves County.~~ Unauthorized absence from work for a period of three (3) consecutive regularly scheduled working days shall be considered a voluntary resignation.

4.6 LAYOFF PROCEDURE. The Elected Official or County Manager shall make the determination for layoffs. When layoffs of more than one employee are required, layoffs shall be determined using the following criteria:

1. Temporary or part-time employees
2. Performance of the employee compared to other employees being laid off in the same or similar positions.
3. Value of the employee to the critical operation of the County or department
4. Length of service with the County

~~4.7 LAYOFF RETURN PRIVILEGES.~~ ~~Any full-time or part-time employee who is laid off and returns within six (6) months of lay-off shall not have to serve a probationary period if the employee returns to their previous position. A laid-off returning employee will be credited for all unused sick leave remaining at the time of layoff if the employee returns within the six (6) month period. Layoff privileges end:~~

- ~~a. Six (6) months after the effective lay off date;~~
- ~~b. After an employee has refused employment in a position for which the employee is qualified and/or for which the pay rate is the same or higher than the position previously held; or~~
- ~~c. When a laid off employee accepts another position with the County. A laid off employee accepting another position with the County shall serve the required probationary period.~~

[4.7 AMERICANS WITH DISABILITIES ACT PROCEDURES.

- a. If an employee believes an accommodation(s) is necessary in order to perform his/her essential job functions or to enjoy equal benefits and privileges of employment, it is the employee's responsibility to submit a written request to Human Resources indicating the employee's condition and how the employee believes it affects his/her ability to perform their job duties. The request should state the accommodation(s) the employee is requesting and any alternatives. The employee must also submit medical documentation to support the request for an accommodation.
- b. Human Resources will forward the written request to the County Manager or Elected Official along with an opinion of the reasonableness and availability of the requested accommodation(s). The County Manager or Elected Official will make the final determination as to whether or not the accommodation and/or any alternative accommodation will be granted.]

4.8 MEDICAL DISABILITY TERMINATION. Employees may be involuntarily terminated upon completion of the twelve (12) week family/medical leave if the employee is physically unable to perform the essential duties of the employee's position as certified by a qualified, licensed physician. The provisions of this paragraph are subject to the provisions regarding Workers' Compensation ~~Laws and On the Job Injury Leave~~ found in Section 9.15 of this policy.

~~4.9 REINSTATEMENT. Individuals that are re-hired or reinstated as a regular employee are not entitled to any previous benefits such as sick leave which may have been accrued during previous employment with the County. Officials which were County employees prior to being elected to a office, with no discontinuance of service to the County, shall retain all accrued benefits prior to being elected and their years of service as elected officials shall be included for all other benefits afforded under this policy.~~

SECTION V CONDITIONS OF EMPLOYMENT

- 5.1 PROBATIONARY PERIOD FOR NEW HIRES. An employee hired to fill a position shall serve a probationary period of ~~six (6)~~ [twelve (12)] months, beginning on the first day of work, during which time the employee is terminable-at-will. The probationary period is an integral part of the evaluation process and is utilized for observing the employee's performance and obtaining the most effective adjustment of a new employee to the position. The employee must achieve a satisfactory performance or better by the end of the ~~six (6)~~ [twelve (12)] month probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status.

~~If the employee satisfactorily completes the probationary period, the employee will become a regular employee. If the employee does not satisfactorily complete the probationary period, the employee will be terminated.~~

A probationary employee:

- c. can be terminated, without cause, at any point during the probationary period;
- d. is not eligible for a personal holiday for the first six (6) months;
- e. ~~cannot grieve disciplinary actions;~~ [will accrue vacation, but will not be allowed to take vacation for the first six (6) months;]
- f. is allowed to use sick leave as soon as it is accrued; ~~However, a probationary employee is not entitled to vacation leave benefits while on probation, although they shall accrue annual vacation leave and sick leave, consistent with provisions of this policy upon being hired. Probationary employees shall be entitled to vacation leave benefits and become eligible for vacation and personal holiday after the employee has successfully completed probation. Employees terminated during their probationary period are not entitled to annual vacation leave, personal holiday or payment thereof.~~

[e.] [cannot grieve disciplinary actions.]

~~5.2 TEMPORARY EMPLOYEE HIRED TO A REGULAR POSITION~~

- ~~a. An employee who fills a temporary position and is subsequently hired to fill a different position shall serve the required probationary period. The beginning date of the probationary period is the date the employee changes from temporary to probationary status.~~
- ~~b. Time as a temporary employee shall be considered as part of probationary time, provided such time was served within the previous consecutive twelve (12) months before being placed on probation status in the same position.~~

~~5.3 FORMER COUNTY EMPLOYEE HIRED TO A POSITION. A former Chaves County employee re-hired more than six (6) months after voluntary termination, or re-hired at any time to fill a position, shall serve the required probationary period.~~

5.4[2] PERMITTED POLITICAL ACTIVITIES

All employees:

~~a. Are encouraged to register to vote~~

b.[a.] Have a right to express their opinion on all political subjects and candidates [and are encouraged to vote];

~~b. May serve as convention delegates;~~

~~e.[b.]~~ May sign nominating petitions and make voluntary contributions to political organizations;

c. May engage in political activity on their own time;

d. May serve as an election official.

5.5[3] PROHIBITED POLITICAL ACTIVITIES. All employees, Department Heads and Elected Officials are prohibited from:

a. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose.

b. Directly or indirectly coercing, attempting to coerce, commanding or advising a state or local official or employee to pay, lend, or contribute anything of value to a party, committee or organization, agency, or person for a political purpose.

c. Threatening to deny promotions to any employee who does not vote for certain candidates, requiring employees to contribute part of their pay to a political fund, influencing subordinate employees to buy tickets to political fund-raisers and similar events, advising employees to take part in political activity and matters of a similar nature.

d. Engaging in political activity while on duty.

e. Using any County owned equipment, supplies, vehicles, space or property for political purposes.

- 5.6[4] PUBLIC OFFICE. Employees may not hold ~~political~~ [partisan elected] office during employment with the County, ~~except as provided in provisions of the Hatch Act.~~
- 5.7[5] NEPOTISM. In order to avoid the practice or appearance of nepotism in employment, ~~the following situations will be avoided without exception:~~
- a. ~~Near relatives shall not work in the same department when there is a supervisory relationship between them. Near relatives, as used in this section include immediate family members as well as aunts, uncles, first cousins, former spouse and unrelated persons sharing a spousal relationship. [No employee shall be supervised by a near relative.]~~
 - b. When there is a change in assignment or relationships among County employees which leads to the supervision of or by other near-relatives, the employee must inform the Elected Official or Department Head in writing within five (5) working days. The Elected Official or County Manager will decide on a course of action and advise the affected employees within five (5) working days.
 - c. Any problem arising from such a situation should be referred to the County Manager ~~by the Elected Official or Department Head for review.~~
- 5.8[6] CONFLICT BAN. No employee shall engage in any business or transaction ~~or accept private employment or other public employment~~ which is incompatible with the proper discharge of the employee's responsibilities, or which gives the appearance of impropriety.
- 5.9[7] OUTSIDE EMPLOYMENT. Prior to accepting outside employment, an employee shall request in writing, permission to engage in outside employment ~~or acquire private interest in a business.~~ Such employment ~~or interests~~ shall not [conflict or] interfere with the ~~efficient~~ performance of ~~his/her~~ [the employee's] duties ~~or conflict~~, or give rise to ~~suspicion of conflict with the interests of the County, his/her department or office~~ [an appearance of impropriety]. The Elected Official or Department Head shall ~~indicate approval or disapproval of the employee's outside employment on the letter submitted by the employee~~ [approve or deny the request in writing]. ~~A copy of this letter will be forwarded to the personnel office for placement in the employee's file.~~
- 5.10[8] HARASSMENT/[BULLYING]. The County will not tolerate verbal or physical conduct by any employee which harasses, disrupts or interferes with another employee's work performance or which creates an intimidating, offensive or hostile environment.

Any such behavior shall be reported immediately to an affected employee's immediate supervisor, following the department's chain of command, for guidance and a prompt, confidential investigation. If the problem continues the employee may contact the County Manager or their designee. Employees may be assured that appropriate corrective measures will be taken and that there will be no retaliation for having filed a complaint of harassment.

The employee making the report shall be informed of the findings and conclusions of such investigations.

Anyone violating this policy will be subject to disciplinary action up to, and including termination.

5.4[9]SEXUAL HARASSMENT. Sexual harassment by a supervisor, co-worker, volunteer, contractor or client is unlawful discrimination under State and Federal law. Chaves County is committed to providing a work environment that is free from sexual harassment. In keeping with this commitment, Chaves County strictly prohibits any form of sexual harassment whether intentional or not.

The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex. The harasser can be the victim's supervisor, an agent of the County, a supervisor in another area, a co-worker or a non-employee. The victim does not have to be the person harassed but may include someone affected by the offensive conduct.

Examples of the types of conduct prohibited by the County's policy include, but are not limited to:

Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body. Sexually suggestive touching. Grabbing, groping, kissing, fondling. Lewd, off-color, sexually oriented comments or jokes. Foul or obscene language. Leering, staring, stalking. Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons. Unwanted or offensive letters or poems. Gesturing sexually. Offensive email or voice-mail messages. Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies or prowess. Questions about one's sex life or experiences. Repeated requests for dates. Any other conduct or behavior deemed inappropriate by Chaves County.

Federal Law does not prohibit simple teasing, offhand comments or isolated incidents that are not extremely serious. The conduct must be sufficiently frequent or severe to create a hostile work environment or result in a tangible adverse employment action, such as demotion or firing.

[a.] COMPLAINT PROCESS. If ~~you~~ [an employee] experience[s] any job-related harassment based on ~~your~~ sex, race, religion, national origin, age, sexual orientation, gender identity or disability, or believe[s] ~~you~~ [they] have been treated in an unlawful manner, report the conduct to Human Resources as soon as possible. It is important that ~~you~~ [employees] timely report any incident so that Chaves County can investigate the situation as quickly as possible. If Human Resources is not available, the conduct should be reported to the County Manager or ~~his~~ [their] designee.

Should the harassment occur at a time other than ~~your~~ normal business hours, ~~you~~ [the] complaint should be submitted as early as practicable on the first business day following the alleged incident.

Chaves County takes complaints of harassment very seriously. Once a complaint is received, Chaves County shall seek to provide a prompt, thorough, and impartial investigation into the complaint. Following this investigation as may be appropriate, the County will take immediate and appropriate corrective action, up to and including terminating the employment of the individual or individuals who engaged in prohibited conduct.

[b.] CONFIDENTIALITY. Chaves County will keep all complaints of harassment confidential as much as possible. Chaves County cannot guarantee complete confidentiality, since it cannot conduct an effective investigation without revealing certain information to the alleged harasser and potential witnesses. Records relating to harassment complaints will be kept confidential on the same basis.

[c.] RETALIATION. Chaves County prohibits any form of retaliation against any employee for submitting a bona fide complaint in good faith under this policy or for assisting in a complaint investigation. If ~~you~~ [an employee] believe[s] ~~you~~ [they] have been retaliated against for such reasons, ~~you~~ [they] should follow the complaint process set forth above.

5.12[10] DRUG TESTING. Chaves County does not tolerate the use of illicit drugs or the abuse of prescription drugs or alcohol. The County has a general drug and alcohol abuse policy which requires all employees to be tested for the following:

1. Pre-employment
2. Post accident
3. Reasonable suspicion

All safety-sensitive employees are subject to random drug/alcohol testing. Further, Chaves County has established a Department of Transportation Drug Testing policy in which those employees who are required to have a Commercial Driver's License (CDL) shall be tested randomly for both drugs and alcohol. These policies are part of this personnel policy. [All drug testing is coordinated through the Human Resources Department.]

SECTION VI BASIS FOR EMPLOYEE DISCIPLINE

- 6.1 **DISCIPLINE.** Disciplinary actions for employees are based on cause, in order to promote the efficiency of the services rendered by the County and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition. No employee will be disciplined for refusing to perform an unlawful act.
- 6.2 **DEFINITION OF CAUSE.** Cause is defined as any conduct, action or inaction arising from or directly connected with the employee's work which is inconsistent with the employee's obligation to the County and reflects the employee's disregard of the County's interest. Cause includes, but is not limited to, inefficiency, incompetency, misconduct, negligence, insubordination, performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor.
- 6.3 **DISCIPLINARY ACTION.** The County Manager, Elected Officials, Department Heads and supervisors have the authority to discipline an employee under their supervision. However, only the County Manager, Elected Official or their designee have the final authority to demote, suspend for more than three (3) days or terminate an employee for disciplinary reasons. Copies of any documented disciplinary action must be furnished to the ~~Personnel office~~ [Human Resources Department] for placement in the employee's file with the signature of the employee acknowledging receipt of the action. If the employee refuses to sign the disciplinary action the supervisor will so note on the disciplinary action form and file it in the employee's file.
- 6.4 **CONSULTATION WITH COUNTY ATTORNEY.** Termination, demotion, and suspension require consultation with the County Attorney before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/circumstances reviewed with the County Attorney as soon as practical.
- 6.5 **PROGRESSIVE DISCIPLINE.** An employee shall be progressively disciplined whenever possible. All actions involving substandard work performance, leading up to and including dismissal, require progressive warnings. The step of corrective action used depends on the severity of the infraction and the employee's previous work record. Because of the serious nature of some infractions, the first disciplinary action may be suspension or termination.
- 6.6 **VERBAL REPRIMAND.** A verbal reprimand is used for minor infractions to inform the employee that ~~his/her~~ [their] actions, behavior or conduct needs to change. [A verbal reprimand is the first step in progressive discipline.] Supervisors will keep written notations of verbal reprimands, and these will not be placed in the employee's personnel

file ~~unless made a part of a later written reprimand~~. Causes for verbal reprimands include, but are not limited to:

- a. substandard or unsatisfactory work performance
- b. repeated absence or tardiness;
- c. misconduct on the job;
- d. failure to meet and/or maintain job requirements as set forth in the ~~job description~~ [position specification];
- e. violation of any personnel policy rules and regulations or ~~supplemental rules~~ [departmental standard operating procedures];
- f. violation of a professional code of ethics accepted by those in the same professional as an employee;
- g. non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of ~~his/her~~ [their] or another employee's work; and
- h. failure to adhere to an established work schedule[;
- i. ~~gossiping about employees or their families.~~]

6.7 WRITTEN REPRIMAND. An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a verbal reprimand may be used, or if a verbal reprimand was not effective. Causes for written reprimands include, but are not limited to:

- a. the causes listed for verbal reprimands;
- b. excessive absence or tardiness;
- ~~e.~~ ~~—sleeping on the job;~~
- ~~d.~~[c.] negligence in the performance of duty ~~including negligence in the operation of County vehicles or equipment;~~
- ~~e.~~[d.] ~~negligence or~~ failure to adhere to established safety rules or regulations ~~as well as willful unsafe conduct;~~
- ~~f.~~[e.] insubordination ~~and failure to comply with the lawful orders of a supervisor including the refusal to accept after hours assignments;~~
- ~~g.~~[f.] unauthorized absence from work;
- ~~h.~~[g.] harassment;
- ~~i.~~[h.] failure to report duty injuries, accidents or vehicle collisions; ~~and~~
- ~~j.~~[i.] failure to follow the chain of command within a department;
- ~~k.~~[j.] unauthorized use ~~or abuse~~ of County property. ~~(e.g. cell phones, vehicles, equipment)~~

Written reprimands for an employee's work performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, a witness will attest in writing that the statement was presented to the employee for signature. The witness' signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. In addition, the letter of reprimand may be read to the employee by the Elected Official or

Department Head. The employee may respond with a written rebuttal which shall be placed in the employee's personnel file. ~~The placement of a written reprimand in an employee's file is not grievable.~~ [After three (3) years, an employee may request that the letter of reprimand be removed from their personnel file. At that time, the County Manager or Elected Official can decide whether to remove the letter of reprimand.]

- 6.8 SUSPENSION. An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Such suspension will not exceed ~~thirty (30) working days~~ [two hundred forty (240) hours]. Suspension of an employee is subject to the formal grievance procedures. Causes for suspension include but are not limited to:
- a. The causes listed for verbal and written reprimands;
 - b. continuous instances of poor performance;
 - c. negligent damage to property and/or person(s);
 - d. physical or mental unfitness for duty due to being under the influence of alcohol or controlled substance including illegal drugs as well as abuse of prescription drugs;
 - e. consumption or possession of alcohol or controlled substances on-duty or on County property;
 - f. fighting while on-duty or on County property;
 - g. harassment;
 - h. sexual harassment;
 - i. failure to report loss of driver's license when required as condition of employment; ~~and~~
 - j. operation of a County vehicle or a private vehicle while on County business without a valid driver's license[;
 - k. sleeping on the job;
 - l. violation of County weapons policy].
- 6.9 DEMOTION. An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the conduct have failed, provided that there exists a lower job position in the County and the employee is capable of performing such a job. [The employee's actions may be severe enough to warrant demotion without following progressive discipline.] The demotion of an employee is subject to the formal grievance procedures.
- 6.10 TERMINATION. Termination is the final consequence when progressive discipline has failed to change unacceptable behavior or performance, or when the employee has engaged in other behavior that is of a serious nature ~~when~~ [which] is unacceptable for County employees. The termination of an employee is subject to the formal grievance procedure. Causes for termination include, but are not limited to:
- a. all causes listed for the previous disciplinary actions, if such causes continues ~~after attempts or correction have failed~~;
 - b. acceptance of a bribe or kick back;

- c. use of official position or authority for personal profit or advantage;
- d. theft ~~or destruction~~ of County property;
- e. [embezzlement of County funds;
- f. misuse of County property;]
- ~~e~~:[g.] unauthorized disclosure of confidential information from County records or documents as set forth by applicable state law; falsification, destruction or unauthorized use of County records, reports or other County data;
- ~~f~~:[h.] being convicted of a felony or misdemeanor;
- ~~g~~:[i.] falsification of County employment application, health history forms or any other document used in the employment process;
- ~~h~~:[j.] serious acts of negligence causing damage to County property;
- ~~i~~:[k.] conduct unbecoming an employee of Chaves County;
- ~~j~~:[l.] unlawful manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on the job; or reporting to work under the influence of an unlawful controlled substance[,] ~~or~~ alcohol, or impaired by prescription medication;
- ~~k~~:[m.] intentional abuse or destruction of County equipment;
- ~~l~~: refusal to carry out reasonable orders;
- ~~m~~:[n.] failure to meet standards of substance abuse rehabilitation programs, and
- ~~n~~:[o.] falsification of official documents.

- 6.11 EXAMPLES NOT INCLUSIVE. The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations which may arise. The County reserves the right to exercise judgment and render disciplinary action or termination as deemed appropriate, based on the circumstances of each case.
- 6.12 PRE-DISCIPLINARY HEARING. Regular employees shall receive a pre-disciplinary hearing prior to disciplinary action for cause which may result in suspension without pay, demotion, loss of pay or involuntary termination. The County Attorney shall review the cause for such disciplinary action in all cases prior to the pre-disciplinary hearing. The hearing shall be held by the Elected Official[, Department Head,] or their designee, for employees of their respective departments. ~~The employee shall receive sufficient notification of the pre-disciplinary hearing in order to respond to the charges.~~
- 6.13 WRITTEN NOTICE. The employee's supervisor, Department Head or Elected Official shall present the employee with written notification of their intent to conduct a pre-disciplinary hearing at least three (3) ~~working~~ [calendar] days in advance of the hearing date. The written notification shall explain the reasons for the hearing, the employee's right to invoke the Chaves County grievance procedures and the time and date of the pre-disciplinary hearing. The time, place and date of the pre-disciplinary hearing can be revised upon the written agreement of the parties.
- 6.14 IMMEDIATE SUSPENSION WITH PAY. In cases where County property, other employees or citizens are at risk because of the employee's actions, the Elected Official or County Manager or their designee shall put the employee on administrative leave with pay until the pre-disciplinary hearing is held and a decision is rendered.

- 6.15 PRE-DISCIPLINARY HEARING PROCEDURE. The County Manager or Elected Official or their designee shall meet with the employee at the appointed time. At this hearing the employee will have an opportunity to respond to the reasons for the disciplinary action. Witnesses are permitted as determined relevant to the case by the County Manager or Elected Official.
- 6.16 PRE-DISCIPLINARY HEARING DECISION. The County Manager[,] ~~or~~ Elected Official or ~~their designee~~ [Department Head] will issue a [hearing] decision in writing within ~~five (5)~~ [seven (7)] calendar days of the hearing. The decision will include the time, date and location of the meeting, persons present, and the determination. The written decision shall be either delivered to the employee (obtaining employee's signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.
- 6.17 NOTICE OF GRIEVANCE. Within five (5) ~~working~~ [calendar] days of receipt of the written decision, the employee must notify the County Manager or Elected Official or their designee in writing of their intent to pursue a grievance hearing before a Personnel Appeals Hearing Officer.

SECTION VII

GRIEVANCE PROCEDURES - The formal grievance procedure is applicable for ~~improper promotions,~~ [all regular employees who wish to contest their] suspensions, demotions or terminations. [Prior to requesting a grievance hearing, the grievant must appeal a grievable disciplinary action by a Department Head to the County Manager.]

7.1 ~~CONDITIONS OR~~ ACTIONS NOT GRIEVABLE. The following matters are not grievable:

- ~~g. — disputes as to whether or not an established County practice or policy is good;~~
- ~~h. — matters in which a method of review is mandated by law;~~
- ~~i. — matters where the County is without authority to act or does not have the ability to provide a remedy;~~
- ~~j. — termination of temporary or contract employees;~~
- ~~k. — preferences for transfers, temporary assignments, and removal from temporary assignments, and lay offs;~~
- ~~l. — termination of a probationary employee prior to the expiration of the probationary period;~~
- ~~m. — letters of complaint when the employee's supervisor determines it is justified and appropriate to be placed in the employee's personnel file;~~
- ~~n. — written reprimands in the employee's file; and~~
- ~~o. — denial of outside employment.~~

- [a. written or verbal reprimands;
- b. termination, suspension or demotion of a temporary, probationary, or at-will employee;
- c. work assignments or transfers;
- d. denial of outside employment.]

~~7.2 — EMPLOYEES NOT ELIGIBLE FOR GRIEVANCE PROCEDURE. The County Manager, a contract employee, an Elected Official, a Chief Deputy, the Sheriff's Administrator, a probationary or a temporary employee is not eligible to request a grievance hearing.~~

7.3[2] GRIEVANCE PROCEDURE. A regular employee may request, in writing, a hearing before a Personnel Hearing Officer within five (5) calendar days of the event which gave rise to the grievance. The request should state with specificity the reason for the grievance and the remedy requested. ~~The request may be based upon:~~

- ~~a. — the allegation of discrimination or preferential treatment concerning promotions within the County;~~
- ~~b. — disciplinary action for cause against an employee limited to suspension from duty without pay, demotion or termination.~~

~~An employee is required to use the supervisory chain of command or department review committee to resolve problems before requesting a hearing.~~

~~Matters involving termination for cause shall not be subject to review by a department review committee and may be appealed only before the Personnel Hearing Officer.~~

7.4[3] APPOINTMENT OF PERSONNEL HEARING OFFICER. Upon notification of receipt of a request for a grievance hearing, Human Resources will submit a list of names of at least ~~three (3)~~ ~~two~~ (2) qualified hearing officers to the Grievant. The Grievant shall then select a hearing officer and notify the County Manager of ~~his/her~~ [their] choice. If the Grievant fails to select a hearing officer within ten (10) calendar days[,] ~~then~~ the County Manager shall appoint the hearing officer and set the date for the hearing. ~~As soon as the date, time and location have been selected, the~~ [The] County Manager shall [schedule and] notify the grievant ~~by certified mail, return receipt requested~~ [in writing of the date and time of the hearing]. Requests for continuances shall be submitted to the County Manager.

7.5[4] HEARING OFFICER QUALIFICATIONS. Hearing Officers shall be personnel professionals, be familiar with public or private personnel systems, or have pertinent experience in the fields of management, education or law. The County Manager shall verify the qualifications of the hearing officer. The hearing officer is not required to reside in Chaves County.

~~7.6 GRIEVANCE HEARING SCHEDULE. Within thirty (30) days of the notification that the employee wants to pursue a grievance hearing, the County Manager will schedule a hearing. The parties must agree in writing to any postponement of the hearing beyond thirty (30) calendar days. At this hearing, the grievant shall have an opportunity to present witnesses and physical evidence and cross-examine the County's witnesses before a neutral hearing officer. The grievant and the County may be represented by legal counsel.~~

~~7.7[5] GRIEVANCE HEARING PROCEDURES RULES OF PROCEDURE. [HEARING OFFICER DUTIES.]~~

~~The grievant can request that the meeting be open.~~

The hearing officer shall:

- a. ~~make rulings~~ [rule] on procedural and substantial issues ~~of the hearing~~;
- b. determine the admissibility of evidence and testimony, ~~all of which must have a direct bearing on the issue before the hearing officer~~;
- c. issue a written ruling, including findings of fact, ~~which form the basis of the hearing officer's~~ [and] conclusions of law.

~~The grievant, the grievant's representative, if any, and the county's designated representatives are required to be present at the hearing unless otherwise excused by the hearing officer or by agreement of the parties.~~

~~Prior to the hearing, the parties or their representatives shall prepare copies of all exhibits and evidence which are expected to be presented. The parties shall bring to the hearing adequate copies for the hearing officer as well as the opposing party.~~

~~At least five (5) calendar days prior to the hearing, all parties must submit to the hearing officer a confidential statement identifying the issues to be heard, a witness list, and a complete list of documents to be admitted as evidence. Witness lists and exhibits shall be exchanged between the parties.~~

~~Each party will be responsible for ensuring that their witnesses are present for the hearing.~~

~~Witnesses in grievance hearings are not permitted in the hearing room until called upon to testify.~~

~~A tape-recorded record of all grievance hearings will be made.~~

[7.6 PRE-HEARING PROCEDURES. At least five (5) calendar days prior to the hearing, all parties must submit to the hearing officer a confidential statement identifying the issues to be heard, a witness list, and a complete list of exhibits to be admitted as evidence. Witness lists and exhibits shall be exchanged between the parties at least five (5) calendar days prior to the hearing.

- a. Each party will be responsible for insuring that their witnesses are present for the hearing.
- b. The hearing will be recorded.
- c. The grievant and the County's designated representatives are required to be present at the hearing unless otherwise excused by the hearing officer. If the grievant fails to appear at their hearing, their hearing opportunity will be forfeited.]

~~7.8[7] CONDUCT OF HEARINGS. The County shall present a statement of issues involved in the case, followed by the Grievant. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten minutes without the permission of the hearing officer.~~

[HEARING PROCEDURES. The County bears the burden of proof by preponderance of the evidence. As such, the County will present its case first.

- a. Both parties will be allowed ten (10) minutes to make an opening statement.

- b. Both parties will be allowed to present witnesses and evidence on their behalf. Each party will be allowed to cross examine the other parties witness and present rebuttal testimony and evidence.
- c. The hearing officer will have the opportunity to question any witness for clarification.
- d. The grievant is allowed to testify if they so choose.
- e. Both parties will be allowed ten (10) minutes to make a closing statement.
- f. The grievant and the County may be represented by legal counsel.
- g. Witnesses are not permitted in the hearing room until called to testify.]

~~7.9 ORDER OF PRESENTATION . The first case presented will by the County's. Witnesses for the County may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the Grievant will have the opportunity to cross examine the witness. The hearing officer will then have an opportunity to question the witness on matters related only to the witness's testimony. The hearing officer shall restrict questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.~~

~~Witnesses for the Grievant may be called and questioned concerning their involvement in or knowledge of the case. Following each witness' testimony, the County will have the opportunity to cross examine the witness. The hearing officer will then have an opportunity to question the witness on matters related to the witness' testimony. The hearing officer shall restrict questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.~~

~~Following the presentation of the County and Grievant's positions, rebuttals may be offered. Such testimony shall be brief and shall address only the issues brought forth in the County's presentation.~~

~~The grievant's closing statement shall be presented followed by the County's closing statement. These statements shall not exceed ten (10) minutes without the permission of the hearing officer and shall contain a request for the desired outcome.~~

7.10[8] COMMUNICATION OF HEARING OFFICER'S DECISION. The hearing officer's decision will be issued [in writing] within seven (7) calendar days of the hearing and will be signed by the hearing officer and transmitted to the grievant and the County Manager or Elected Official. [The hearing officer will forward the decision to the grievant and the County Manager or Elected Official.] The hearing officer may uphold, modify or reverse the decision of the County Manager or Elected Official, and may reinstate the employee

and award back pay and benefits. The record of the proceedings will be retained by the County Manager's office for a period of not less than ~~three (3)~~ [five (5)] years from the hearing date along with all of the physical evidence admitted by the hearing officer. The ~~verbal~~ record shall be transcribed only in the case of appeal to the District Court ~~by one of the parties~~. The party requesting the transcription shall pay for [all costs associated with] the transcription.

7.11[9] APPEAL OF HEARING OFFICER'S DECISION. Either party may appeal the hearing officer's decision to the District Court within thirty (30) days of the Hearing Officer's decision.

SECTION VIII COMPENSATION AND BENEFIT PROGRAM

- 8.1 PURPOSE. The purpose of the compensation plan is to establish equitable compensation for all positions in the County. Such a plan shall establish a salary schedule containing a minimum and maximum wage or salary for each position. Pay ranges are intended to furnish administrative flexibility. However, all wages and salaries are approved by the County Commission. Wage and salary increases, when authorized, shall be dependent upon the financial conditions of the County. The County Commission shall consider all requests and set the pay schedule and policy regarding any raises and promotion~~al~~ increases for the entire fiscal year for all County employees.
- 8.2 HOURS OF WORK. Employees will work their scheduled hours pursuant to work schedules established by their Department Head or Elected Official. Full-time employees will work a minimum of forty (40) hours per week or a minimum of eighty (80) hours per pay period for commissioned law enforcement personnel and detention officers. Actual work ~~periods~~ [hours] may fluctuate at the discretion of the Department Head or Elected Official. [Due to fiscal economic emergencies, the County Commission reserves the right to modify the minimum hours of work.] Part-time employees are scheduled to work pursuant to scheduling set forth by their supervisors, the Department Head or Elected Official.
- 8.3 OVERTIME PAY. Overtime pay shall be paid only when overtime work is authorized by the Department Head or Elected Official and only to nonexempt employees. Failure to obtain authorization for overtime shall result in disciplinary action, up to and including termination. The rate shall be one and one-half (1 1/2) times regular pay for each hour of overtime and such payment shall be made only in cases when a nonexempt employee works over forty (40) “actual hours” in a normal work week. A nonexempt sheriff’s deputy or detention officer ~~shift-employee~~ shall be paid overtime according to FLSA regulations. Holiday, vacation, sick and other leave hours shall not be considered actual working hours. Nonexempt employees authorized and required to work on a scheduled holiday shall receive their holiday pay plus their regular hourly rate of pay for actual hours worked on the holiday. ~~Contract employees, Chief Deputies and exempt employees are not eligible for holiday pay.~~
- 8.4 CONSISTENCY WITH FAIR LABOR STANDARDS ACT. The provisions of Section 8.3 ~~is~~ [are] subject to change or revision by the Fair Labor Standards Act and any federal regulation or revision thereof. All County employees shall be given a copy of such revisions and notified that they are, in effect, Personnel Policy Supplements.
- 8.5 PERA BENEFITS. All County employees with the exception of those employees who are subject to exclusion under PERA rules, are required to join the Public Employees Retirement Association of New Mexico (PERA).

- 8.6 INSURANCE BENEFITS. The County offers medical, dental and life insurance benefits to all employees except temporary employees. Part time employees must work at least two thirds (27 hours) of the regular 40 hour work week, on average, to be entitled to the County's share of group medical or dental benefits. Insurance plans may be changed at the discretion of the County Commission.
- 8.7 FRINGE BENEFITS. The County will follow the Internal Revenue Service's rules with regard to Fringe Benefits. Taxable fringe benefits will be included on the employee's W-2 form. (Examples of fringe benefits are: uniforms, uniform allowances, cell phone usage, vehicle usage, etc.) ~~If you have a question regarding what constitutes a fringe benefit and how that may affect you, please contact the Finance Office.~~
- 8.8 WORKING FROM HOME. Employees are only permitted to work from home with prior permission from their Department Head or Elected Official. Before granting permission for ~~short-term~~ work at home arrangements, supervisors ~~should know~~ [must be aware of] the specific work to be performed and the projected amount of time ~~expected~~ [expended]. ~~These~~ [The] work at home arrangements should be outlined in writing by the Elected Official or Department Head and signed by both ~~the supervisor and the employee~~ [parties]. ~~If the work at home will cause a non-exempt employee to work enough hours per day or week to become eligible for overtime under federal and state law, then the supervisor should consult the overtime policy before granting permission.~~
- Under no circumstances are employees permitted to work at home without prior permission. Any attempt to do so, with or without reporting such time, will result in disciplinary action in accordance with the County's discipline policy.
- 8.9 EDUCATION ASSISTANCE. The County Commission may, at their discretion, approve financial aid or leave with pay to assist any County employee in attaining education or certification that is determined to be beneficial to ~~the~~ [their] position and in the best interest of the County.

**SECTION IX
LEAVE & HOLIDAYS**

9.1 HOLIDAYS. The County Commission shall approve holidays at their discretion during December of each year, for the next calendar year. All employees except temporary employees are eligible for holiday pay.

[a.] Nonexempt employees authorized and required to work on a scheduled holiday shall receive their holiday pay plus their regular hourly rate of pay for actual hours worked on the holiday. ~~Contract~~ [Appointed] employees, chief deputies, exempt employees and temporary employees are not eligible for holiday overtime pay.

[b.] Employees taking authorized leave with pay during a holiday shall not be charged for leave time during that holiday. Employees scheduled to work on a holiday who call in sick will not be paid holiday pay and the time will be charged against their sick leave accrual. An employee who is on leave without pay or absent without leave shall not be paid for the holiday.

[c.] All employees who have completed six (6) months of employment will have ~~an eight (8) hour~~ [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 supervisor. ~~The entire eight (8) hours must be taken when requesting personal holiday leave.~~ Personal holiday time may not be taken in hourly increments.

9.2 ~~ANNUAL~~ VACATION LEAVE WITH PAY. ~~Annual~~ [Vacation] leave must be approved by the employee’s supervisor prior to being taken. Employees accrue ~~annual~~ vacation leave with pay in accordance with the following years of service:

Full Years of Service	Annual [Hours Accrued/ Days Accrued Pay Period]	Annual Hours Accrued[/ Year]
0-2	10 [3.08]	80
3-5	12 [3.69]	96
6-10	15 [4.62]	120
11-15	18 [5.54]	144
16-20	21 [6.46]	168
21 or more	30 [7.69]	240 [200]

- 9.3 PRORATION. ~~Annual vacation~~ [Vacation] leave accrued shall be prorated for maximum accrual hours permitted per each pay period.
- 9.4 ACCRUAL LIMITATION. Total number of accrued ~~annual~~ [vacation] leave hours shall not exceed a maximum of 280 hours.
- 9.5 TERMINATION PAY. Employees shall be paid for all accrued vacation upon termination.
- 9.6 ~~ANNUAL~~ LEAVE CONVERSION.
- [a.] Employees taking a minimum of forty (40) consecutive hours of ~~annual~~ [vacation] leave (not to include any holidays) are entitled to convert eight (8) hours of sick leave to ~~annual~~ [vacation] leave per year. ~~Annual~~ [Vacation] leave conversions are processed at the end of the fiscal year.
- [b.] Employees may convert a maximum of ~~24~~ [forty (40)] hours accrued vacation leave for cash payment no later than the last full pay period prior to June 30th. Payment will be made on the basis of seventy-five cents (\$.75) for each one dollar's (\$1.00) value of leave for the employee.
- 9.7 ~~DONATING VACATION, OR PERSONAL HOLIDAY. Any employee at their discretion may donate accrued vacation hours, and/or their personal holiday which will be converted as needed into donated hours for another employee's use. The employee requesting donated time must first present a slip from a health care provider to Human Resources indicating the employee is unable to work and the employee must be out of paid leave for 24 working hours. Donated time will be applied to the employee's payroll after the 24 hours of unpaid leave. It is the employee's responsibility to contact Human Resources to request donated time. Only the employee in need of donated time may request donated time. An employee who is out of sick and vacation hours may use these donated hours for their own recovery due to injury or illness or to provide care for an immediate family member's recovery due to injury or illness. A certificate of illness or injury will be required from a physician in order to qualify to use donated hours. Once an employee is approved for donated time, a request will be sent to all departments seeking donations for the individual request. Employees donating time must complete the form to donate time and submit the form to Finance for processing. Time will be taken from donating employees' accrual on a first come, as needed basis. If time is not needed, it will not be deducted from the donating employee's accrual. No information will be released to employees regarding the medical condition of the requesting employee without the expressed written permission of the employee requesting donated time. Under no circumstances, including termination, can these donated hours be converted into cash.~~ [Any employee who has exhausted all of their sick leave and vacation may request donated time for their recovery from illness or injury, or to provide care for an immediate family member's recovery due to illness or injury. Requests for donated time must be submitted to the Human Resources Department. A certificate of illness or injury will be required from a physician in order to qualify to use donated time. An employee

requesting donated time must be on unpaid leave for at least forty (40) hours prior to receiving donated time. Any employee may donate their accrued vacation hours. Under no circumstance, including termination, can these donated hours be converted into cash.

9.8 ~~ANNUAL SICK LEAVE WITH PAY~~. Employees shall accrue a maximum of eighty (80) hours of sick leave with pay annually. Sick leave shall be authorized by the employee's supervisor; ~~[.] when such leave is requested,~~ [Sick leave is available] when an employee is unable to perform normal job duties due to ~~medical considerations such as, but not limited to, the following:~~ illness, injury, ~~prearranged~~ medical or dental examination[s], ~~quarantine, therapy,~~ counseling, and [other medical] treatment[s], or when a member of the employee's immediate family ~~is ill and~~ requires ~~the personal attention of~~ [medical assistance from] the employee. ~~Up to three (3) days may be granted for an employee to attend the funeral of a member of his immediate family. These days will be charged against an employee's accrued sick leave. An additional two (2) days of sick leave may be authorized by the Elected Official or Department Head for extenuating circumstances.~~ There is no accrual limitation and there shall be no pay compensation for sick leave upon termination, except as otherwise ~~stated in Section 9.10, Sick Leave Conversion~~ [provided by this policy].

[9.9 CERTIFICATION OF ILLNESS FOR SICK LEAVE. A physician's written certification may be required prior to receipt of sick leave pay at the discretion of the Elected Official or Department Head when an employee is absent for three (3) or more days to verify illness; or when there are excessive absences, a trend or other evidence which appears to indicate that the employee is not ill.]

~~9.9~~[9.10] FAMILY/MEDICAL LEAVE.

- a. Chaves County provides family/medical leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child or the illness of a child, spouse, parent or the employee themselves. [Any] ~~R~~regular full-time ~~and~~ [or] part-time employees [who has been employed by the County for a period of at least twelve (12) consecutive months] ~~are~~ [is] eligible to request family [medical] leave ~~as described in the policy~~.
- b. Eligible employees are allowed family/medical leave according to provisions of the Family Medical Leave Act. As soon as an eligible employee becomes aware of the need for a family/medical leave of absence, they shall request leave from their supervisor. Employees requesting family/medical leave related to the illness of a child, spouse, parent or the employee themselves shall be required to provide a physician's statement verifying the need for leave. Eligible employees who do not request family medical leave in advance ~~for~~ [of] a qualifying event will automatically be placed on family medical leave as soon as it is determined by Human Resources that their leave qualifies for protections under the Act.

- c. Eligible employees are allowed up to twelve (12) weeks of family/medical leave. Eligibility for leave will be determined on a 12 month rolling back calendar. The employee will be required to take any available vacation or sick leave as part of the approved period of leave. If the family/medical leave is unpaid, the employee is subject to all rules pertaining to leave without pay (Section 9.18[9]).
- d. Subject to the terms, conditions and limitations of the applicable plans, Chaves County will continue to provide health insurance benefits for the full period of the approved family/medical leave.
- e. When family/medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies. Chaves County guarantees reinstatement to all eligible employees who are not key employees. If the employee fails to return to work or contact their supervisor on or before their expected date of return, Chaves County will assume that the employee has abandoned their job. Slightly different rules under FMLA apply for positions designated as key employees, those who are salaried and among the highest ten percent (10%) of Chaves County's workforce. Key employees are entitled to FMLA, however; key employees are not guaranteed reinstatement.

9.10[1] SICK LEAVE CONVERSION.

- [a.] Accrued sick leave greater than 240 hours may be converted to personal vacation leave at a rate of one (1) hour of vacation 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.
- [b.] When an employee voluntarily leaves, retires or dies while employed by the County, a percentage of their accrued sick leave may be converted into cash. All accrued sick leave hours above two-hundred and forty (240) hours will be subject to conversion into cash at a percentage based upon the numbers of years the employee has worked for the County. For example, an employee who has worked for the County for sixteen (16) years will be allowed to convert 16% of all accrued sick leave hours above two hundred and forty (240) into cash.

~~9.11 — SICK LEAVE INCENTIVE. A Chaves County 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 annual vacation leave. Exempt employees are not entitled to participate in this sick leave incentive.~~

~~9.12 — CERTIFICATION OF ILLNESS FOR SICK LEAVE. A physician's written certification may be required prior to receipt of sick leave pay at the discretion of the Elected Official or Department Head when an employee is absent for three (3) or more days to verify~~

~~illness; or when there are excessive absences, a trend or other evidence which appears to indicate that the employee is not ill.~~

9.13[2] ADMINISTRATIVE LEAVE. An employee may be placed on Administrative Leave with or without pay at the discretion of the Elected Official or County Manager for disciplinary or investigative action.

9.14[3] WORKER'S COMPENSATION ~~INSURANCE~~.

- f. Chaves County provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized, immediately.
- g. Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. [Failure to report an injury in a timely manner, may be cause for denial of the claim.]
- h. Neither Chaves County nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Chaves County.
- i. Subject to the terms, conditions and limitations of the applicable plans, Chaves County will continue to provide health insurance benefits while the employee is receiving worker's compensation benefits. Eligible employees will automatically be placed on family medical leave as soon as it is determined by Human Resources that their leave qualifies for protections under the Act.

~~9.15 — ON THE JOB INJURY LEAVE.~~

- [e.] An employee injured ~~on the job~~ [while at work] may use accrued sick leave or annual [vacation] leave for each ~~regularly scheduled working day after the injury occurs for all such days that are not paid by Workers' Compensation Insurance~~ [day off work prior to receiving Worker's Compensation benefits]. ~~Employees will be compensated by Workers' Compensation insurance for on the job injury leave, and shall not be permitted to use accrued leave thereafter.~~ [Once Worker's Compensation benefits begin, an employee will be prohibited from using any accrued leave.] ~~Employees shall be certified by a physician for a specified period as unable to return to work while receiving workers' compensation benefits. The County may, at its discretion, request certification of the injury from a physician~~

~~of its choice. An employee will not accrue any benefits, including pay for holidays while receiving workers' compensation benefits. The County at its discretion, may terminate the employee consistent with workers' compensation laws and Section 4.8 of this policy.~~

~~9.16 VOTING LEAVE. Employees are encouraged to exercise their right to vote before or after regular working hours. If an employee is unable to vote before or after working hours, the County shall provide adequate time to vote during regular working hours not to exceed two (2) hours.~~

9.17[4] COURT SERVICE LEAVE WITH PAY. Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to work. If the employee does not return to work, the balance of the day will be charged to ~~annual~~ leave or leave without pay. Employees serving as jurors shall file for jury pay[, if available.] and turn in any pay received to the County. Any jury duty worked beyond their regular work hours shall be refunded back to the employee.

~~Procedures for Jury Duty Time are as follows:~~

~~A. Juror Service Verification form from the Court must be attached to the County Leave form.~~

~~B. County will approve driving time up to fifteen (15) minutes to and from jury service.~~

~~C. Reconciliation of time by Payroll will include matching *Jury Hours Summary Sheet* received by District Court to time sheet, leave form and *Juror Service Verification* form. Any overpayment of jury duty by the County will be adjusted from annual leave or leave without pay.~~

~~D. Leave forms without *Juror Verification* forms will automatically be charged to vacation or leave without pay. Absolutely no changes will be allowed after payroll is processed. Any compensation received from the Court for this type of situation will remain with employee.~~

9.18[5] LEAVE WITHOUT PAY. Except as otherwise specified in this policy, leave without pay is a benefit which may be approved for employees that require ~~authorized~~ [additional] leave of absence. ~~Leave without pay shall be granted only if the employee's position or similar position can be assured as being available upon return of the employee, and therefore, should be carefully considered for only extreme cases. [If an employee is on leave] Leave without pay for more than fourteen (14) consecutive calendar days[,] will not accrue sick leave and annual leave [their leave accruals will cease].~~ Employees on leave without pay shall not receive holiday pay. During [the] leave without pay [status], [the County will make] no contributions ~~will be made~~ to PERA. An employee will not be required to use accrued ~~annual~~ [vacation] leave, ~~compensatory time~~ or Personal Holiday before requesting leave without pay.

~~9.19 LIFE THREATENING ILLNESSES IN THE WORKPLACE. Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Chaves County supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, Chaves County will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.~~

~~Medical information on individual employees is treated confidentially. Chaves County will take reasonable precautions to protect such information from inappropriate disclosure. Management as well as other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action up to and including termination of employment.~~

~~The Health Insurance Portability and Accountability Act (HIPAA) requires Chaves County to maintain the privacy of protected health information. A copy of the County's Notice of Privacy Practices can be obtained from the Human Resources Office.~~

9.20[16]INCLEMENT WEATHER. The County Manager, ~~after consulting with Elected Officials,~~ may close offices and/or send employees home due to inclement weather, and all employees will be compensated for normal work hours.

9.21[17]LEAVE FOR UNFORSEEN CIRCUMSTANCES. The County Manager, after consulting with Elected Officials, may send employees home from work, with pay, due to unforeseen conditions beyond the County's control that prevent the employees from performing their duties.

[9.18 FUNERAL LEAVE. Up to three (3) days of sick leave may be granted to an employee to attend the funeral of a member of their immediate family. An additional two (2) days may be authorized by the Elected Official or Department Head for extenuating circumstances.]

9.22[19]MILITARY LEAVE.

- a. Paid Military Leave for Reserve or National Guard Activities - Paid military leave is granted for authorized reserve or national guard activities for a maximum of eighty (80) hours during a one (1) year period based on the Federal Government's fiscal year from October 1 to September 30. Military leave must be requested twenty (20) working days in advance. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.
- b. Unpaid Military Leave - Employees voluntarily or involuntarily serving on active duty for more than eighty (80) hours, may use accrued ~~annual~~ [vacation] leave. If ~~annual~~ [vacation] leave is exhausted or the employee chooses not to use ~~annual~~

[vacation] leave, the employee shall be placed on leave without pay. The employee taking unpaid military leave will not first be required to exhaust accrued ~~annual~~ [vacation] leave.

- c. Employees Returning from Unpaid Military Leave - Any regular employee who is called to active duty with the National Guard or Reserve and who is discharged or released from an active duty status and who is still qualified to perform the duties of the County position previously held, shall be re-employed in the same position previously held, or to a position of like seniority, status, and pay. To be re-employed in the same position, the employee must make application for re-employment within ninety (90) calendar days after they are relieved from training or duty or from hospitalization of a service-related injury continuing after discharge for a period of not more than one (1) year.

The returning employee shall have all unused ~~annual~~ [vacation] leave and sick leave accrued at the time of their departure for military service restored.

9.23[0] RETURN-TO-WORK (Light Duty). Covers employees who are on leave due to an injury or illness. Because employees are Chaves County's most valuable resource, Chaves County attempts to help employees return to work as soon as possible after their physician certifies their fitness to do so.

- a. Coordination ~~With Attending Physician~~. An employee on leave due to an injury or illness can [only] return to work ~~only~~ when Chaves County receives ~~the attending physician's [a] written medical release [from the employee's attending physician.] authorizing such return. Employees who have been given a restricted duty or light duty release from their doctor shall report to the Loss Control Specialist's office prior to attempting to return to work. The Chaves County's Loss Control Specialist is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential restricted duty assignments, and written information explaining Chaves County's return-to-work program. [Prior to reporting to duty, the employee must provide the Human Resources Department with the medical release. The Human Resources Department will coordinate with the physician if clarification is needed.]~~ [a] written medical release [from the employee's attending physician.] authorizing such return. Employees who have been given a restricted duty or light duty release from their doctor shall report to the Loss Control Specialist's office prior to attempting to return to work. The Chaves County's Loss Control Specialist is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential restricted duty assignments, and written information explaining Chaves County's return-to-work program. [Prior to reporting to duty, the employee must provide the Human Resources Department with the medical release. The Human Resources Department will coordinate with the physician if clarification is needed.]
- b. ~~Job Descriptions. The Human Resource Department is responsible for working with supervisors to ensure that job descriptions accurately and completely describe the essential functions of each position.~~
- e.[b.] Return-to-Work Options. Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals. The following options will be explored:

(1)**Return to prior position**. An employee is offered the opportunity to return ~~to his or her~~ [their] prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without

reasonable accommodations. ~~The Loss Control Specialist is responsible for working with the employee's supervisor and attending physician (and third party consultants, as necessary) to provide any reasonable accommodations.~~

(2)**Restricted duty.** Any employees who are [is] not yet able to return to their former duties are offered a temporary restricted duty assignment that has been approved by the employee's attending physician. ~~The Loss Control Specialist is responsible for working with the employee's supervisor, the Human Resource Specialist, and the employee's attending physician to develop and implement the restricted duty assignment.~~ The assignment can consist of the employee's regular job, with reduced working hours or reduced activities, or an alternative restricted duty position.

~~f~~[c.] Limitations on Restricted-Duty Assignments. The following limitations apply to restricted duty assignments:

(1)**No guarantee of work.** Chaves County will endeavor to return employees to gainful employment as soon as possible by exploring possible restricted duty assignments. However, Chaves County does not guarantee the availability of restricted duty work.

(2)**Workers' Compensation Benefits.** Employees on workers compensation who return to work before they have reached maximum medical improvement (MMI) may be eligible for temporary partial disability benefits under New Mexico Workers' Compensation law. Employees in restricted duty positions are not permitted to supplement their workers compensation benefits by using their accrued vacation, personal, or medical/sick leave.

(3)**8-Week limit.** Restricted duty assignments are temporary arrangements intended to complement and facilitate the healing process. Restricted-duty assignments cannot exceed eight (8) weeks without approval from the Chaves County Manager [or Elected Official].

~~e. Medical Information All employee medical information is held in strict confidence in accordance with state and federal laws.~~

~~f~~[d.] Coordination With FMLA Nothing in this policy should be construed as denying employees their rights under the Family Medical Leave Act or any other federal or state law.

SECTION X MISCELLANEOUS

- 10.1 DESIGNATED WORK AREAS. All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours.
- 10.2 PERSONAL BUSINESS. Personal business shall not be conducted during work hours.
- 10.3 SAFETY. The County is committed to having all work conducted in a safe manner. All safety precautions shall be followed in accordance with the Chaves County ~~Loss Control Policy~~ [Risk Control Program].
- 10.4 COUNTY PROPERTY. Employees shall not misuse County property, records, or other material in their care, control, or custody; nor shall any County property, records, or other material be removed from the premises of the County offices unless written permission by the Department Head or Elected Official has been given.
- 10.5 COUNTY VEHICLES. No County vehicle will be taken out of Chaves County without permission of the Elected Official or Department Head ~~and employees shall notify the Elected Official or Department Head of their destinations and itineraries.~~ County vehicles shall be used for County business only. County vehicles may not be taken home with the exception of law enforcement personnel and those employees designated by the Elected Official or County Manager as being subject to call out after hours. County vehicles shall not be used for personal business, except as is incidental in commuting. [All employees who drive County vehicles are required to take a defensive driving course.]

Passengers in a County vehicle who are not employees of the County or covered under another governmental entity must execute a waiver of liability prior to riding in the vehicle. Waivers of liability may be obtained through the County Manager's office.

- 10.6 PERSONAL APPEARANCE. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Chaves County presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

~~Consult your Elected Official or Department Head if you have questions as to what constitutes appropriate attire.~~

~~10.7 WEAPONS IN THE WORK PLACE. Chaves County believes it is important to establish a clear policy that specifically addresses weapons in the workplace. Chaves County prohibits all employees who enter County property from carrying a handgun, firearm, or prohibited weapon of any kind onto the property regardless of whether the person is licensed to carry the weapon or not.~~

~~This policy applies to all County employees, elected, contract and temporary employees, regardless of whether or not they are licensed to carry a concealed weapon. The only exceptions to this policy will be Sheriff's Deputies and Animal Control Officers.~~

~~All County employees are also prohibited from carrying a weapon while in the course and scope of performing their job for the County, whether they are on County property at the time or not and whether they are licensed to carry a handgun or not. Employees may not carry a weapon covered by this policy while performing any task on the County's behalf. The only exceptions to this policy will be persons who have been given written consent by the County to carry a weapon while performing specific tasks on the County's behalf. This policy also prohibits weapons at any County sponsored function such as parties or picnics.~~

~~Prohibited weapons include any form of weapon or explosive restricted under local, state or federal regulation. This includes all firearms, illegal knives or other weapons covered by the law. (Legal, chemical dispensing devices such as pepper sprays that are sold commercially for personal protection are not covered by this policy.) If you have a question about whether an item is covered by this policy, please contact the County Manager's office. Employees will be responsible for making sure beforehand that any potentially covered item they possess is not prohibited by this policy.~~

~~County owned property covered by this policy includes, without limitation, all County owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the County's ownership or control. County vehicles are covered by this policy at all times regardless of whether they are on County property at the time.~~

~~SEARCHES. The County reserves the right to conduct searches of any person, vehicle or object that enters onto County property. Pursuant to this provision, the County is authorized to search lockers, desks, toolboxes, lunch sacks, clothing and any other item in which a weapon may be hidden. Additionally, the County may search a vehicle owned by it and used by the employee, and a vehicle owned by an employee that is being used to conduct business on behalf of the County, regardless of whether the vehicle is located on County property at the time. Searches may be conducted by County management or the Sheriff's Department. To the extent that the search is requested by the County and the employee is present, the employee may refuse the search; provided however that such refusal can result in disciplinary action up to and including termination for refusal to cooperate. The County reserves the right to conduct searches on its property or authorizes searches by the Sheriff's Department on its property without the employee being present.~~

~~VIOLETIONS: Failure to abide by all terms and conditions described above may result in discipline up to and including termination. Further, carrying a weapon onto County property is a violation of this policy which will be considered an act of criminal trespass and will be grounds for immediate removal from the County's property and may result in prosecution.~~

[10.7 WEAPONS IN THE WORK PLACE. All County employees, with the exception of Deputy Sheriffs, Animal Control Officers and Transport Officers, are prohibited from bringing a handgun, firearm, or prohibited weapon into a County building or secure parking area. This policy applies regardless of whether the employee is licensed to carry a concealed weapon. In addition, employees are prohibited from carrying a handgun, firearm, or prohibited weapon while performing their job duties. The County Manager may grant an exception to this policy for safety purposes only.

- a. COUNTY PROPERTY. This policy covers all County owned or leased buildings and all secure parking areas. All County owned vehicles, with the exception of Sheriff's vehicles and prisoner transport vehicles, are covered by this policy, and will remain weapon free at all times.
- b. PROHIBITED WEAPONS. Prohibited weapons include any form of weapon or explosive device restricted under State or Federal regulations (chemical dispensing devices, such as pepper sprays that are sold commercially for personal protection are exempt from this policy).
- d. SEARCHES. The County reserves the right to conduct searches of any person, County vehicle or personal vehicle that enters a County building or secure parking area. Searches may be conducted by County management, Sheriff's Department personnel, or any other law enforcement entity.
- d. VIOLATIONS. Any employee who violates this weapons policy shall be subject to disciplinary action, up to and including termination.]

This policy shall not be construed to create any duty or obligation on the part of the County to take any actions beyond those required of an employer by existing law.

If ~~you~~ [any employee] become[s] aware of anyone violating this policy, please report it to ~~your~~ [the] Department Head or Elected Official immediately.

10.8 WORKPLACE VIOLENCE. Chaves County [strives to] provides a safe work place for all employees. ~~To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this Workplace Violence Policy.~~

All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

- a. PROHIBITED CONDUCT. Chaves County does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.
 1. Causing physical injury to another person;
 2. Making threatening remarks;
 3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
 4. Intentionally damaging County property or property of another employee;
 5. ~~Possession of a weapon~~ [Violations of Weapons Policy] (Refer to Section 10.7) ~~while on County property or while on County business;~~
 6. ~~Committing acts motivated by, or related to, sexual harassment, harassment or domestic violence.~~

- b. REPORTING PROCEDURES. Any potentially dangerous situations must be reported immediately to a ~~supervisor~~ [Department Head, Elected Official,] or the Human Resources Office. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. ~~All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The County will actively intervene at any indication of a possibly hostile or violent situation.~~

- c. RISK REDUCTION MEASURES. *Hiring:* The ~~Human Resources Office~~ [County] takes reasonable measures to conduct background investigations to review candidates backgrounds and reduce the risk of hiring individuals with a history of violent behavior. ~~Safety: The Loss Control Specialist conducts annual inspections of the premises to evaluate and determine any vulnerabilities to workplace violence or hazards. Any necessary corrective action will be taken to reduce all identified risk areas.~~ *Individual Situations:* While Chaves County does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their ~~supervisor~~ [Department Head, Elected Official] or the Human Resource Office if any ~~employee~~ [individual or member of the public] exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes[, but is not limited to]:
 1. Discussing weapons in a threatening manner related to the workplace, or bringing them to the workplace;
 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
 3. Making threatening remarks;

4. Sudden or significant deterioration of performance;
 5. Displaying irrational or inappropriate behavior.
- d. **DANGEROUS/EMERGENCY SITUATIONS.** Employees who are confronted by or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. The Human Resource office maintains and distributes to all employees detailed guidelines and procedures for handling workplace violence and threats.
- e. **ENFORCEMENT.** Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the County's premises will be reported to the proper authorities ~~and fully prosecuted~~.

10.9 **E-MAIL AND INTERNET USE.** The e-mail system and internet access are provided by the County to assist in the conduct of County business. This includes any hardware and/or software and all information created, sent, received or otherwise accessed through the e-mail system as well as through the internet. The use of the e-mail system and the internet is intended for County business and is not to be used for personal business.

The County, at any time, reserves and intends to exercise the right to review, audit, intercept, access and disclose any and all information created, sent, received or otherwise accessed through the e-mail system or through the internet. This includes information that has been deleted from an employee's computer as such information may be stored on the computer's backup system.

The electronic mail system hardware is County property. Additionally, all messages composed, sent, or received on e-mail are and remain the property of the County. They are not the private property of any employee.

- a. **PASSWORDS.** The use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to the County.

The use of passwords does not imply that the e-mail system or the use of the Internet is for personal confidential communication nor that the use of the e-mail system or the internet are the property right of an employee.

- b. **PROHIBITED USES.** The e-mail system and the use of the internet are not to be used to create, send, receive or otherwise access any offensive or disruptive information. This includes information which contains sexual implications, racial slurs, gender-specific comments or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability. In addition, the solicitation of funds, any illegal or unethical activity or any activity that can reasonably be construed to be detrimental to the interests of the County are specifically prohibited.

Notwithstanding the County's right to retrieve and read any e-mail messages, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive another person's e-mail messages without proper authorization.

- c. RETENTION OF INFORMATION. E-mail messages and information accessed through the internet may be subject to the provision of the Public Records Act of the State of New Mexico.
- d. APPLICABILITY. The e-mail system and access to the internet shall be used only by County employees unless otherwise authorized by the County Manager or Elected Official. ~~Employees of temporary agencies who are assigned to work for the County are also subject to the provisions of this policy.~~
- e. ENFORCEMENT. Elected Officials and Department Heads are responsible for the implementation of, and adherence to, this policy within their offices/departments. Employees and other authorized users who violate this policy or use the e-mail system or the internet for improper purposes shall be subject to disciplinary action, up to and including termination.

~~10.10 SOCIAL SECURITY NUMBER PRIVACY. Chaves County's goal is to ensure, to the greatest extent possible, that employees' social security numbers are maintained confidentially. Social security numbers will not be released to anyone outside Chaves County, except as required by law. Social security numbers will be made available internally on a business related "need to know" basis only.~~

~~More than four sequential digits of a social security number will not be included on any document mailed outside Chaves County, except as required by law, nor will it be publicly displayed in any manner. Social security numbers are not to be used as passwords or identifiers for any County computer system. The social security number will not be used in the ordinary course of business except as the County may determine that it is necessary to verify an individual's identity or to administer employee benefits, such as health insurance. Documents containing social security numbers shall not be removed from County offices. Any documents that include social security numbers that are discarded are to be shredded.~~

~~Any violation of this policy will result in disciplinary action, up to and including termination of employment.~~

[10.10 SOCIAL MEDIA POLICY.

- a. Chaves County respects the desire of employees to participate in social media during their personal time and not during work hours. In general, employees who participate in social media are free to publish their own personal information without restriction by Chaves County. Employees must avoid, however, posting information that could place the County at competitive or legal compliance risk.

If an employee chooses to identify himself or herself as an employee of Chaves County on a personal web site or blog, he or she must adhere to the following guidelines:

- b. Employee must make it clear to the readers that the views expressed are the employee's alone and that they do not necessarily reflect the views of Chaves County. Employees are prohibited from acting as a spokesperson for Chaves County or posting comments as a representative of the County.
- c. Employees may not use the County's logo on any personal social media network without permission from the County Manager or his designee.
- d. Employee may not disclose any information that is confidential or proprietary to Chaves County or to any third party that has disclosed information to the County. Consult with the County Manager for guidance about what constitutes confidential information.
- e. Employees are responsible for maintaining the County's positive reputation and presenting the County in a manner that safeguards the positive reputation of themselves, as well as, the County's employees, managers, etc. Accessing social media for non-work related activities is prohibited during working hours.
- f. If social media activity is seen as compromising, Chaves County may request a cessation of such commentary and the employee may be subject to disciplinary action, up to and including termination.]

~~10.11 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY COMPLIANCE.~~

~~Chaves County is required to maintain the privacy and security of Protected Health Information (PHI). HIPAA regulations will be followed in administrative activities undertaken by staff when it involves PHI in any of the following circumstances: health information privacy, health information security and health information electronic transmission. Documents containing PHI shall not be removed from County Offices.~~

~~Chaves County will consider any breaches in the privacy and confidentiality of PHI to be serious and any violation of this policy will result in disciplinary action, up to and including termination of employment.~~

~~Chaves County has designated Human Resources as the HIPAA Compliance Office (HCO), and questions regarding policy provisions should be addressed to the HCO.~~

~~10.12 AMERICANS WITH DISABILITIES ACT.~~ Chaves County shall provide reasonable accommodations as defined in Title I of the ADA to qualified employees with a disability as defined by the Americans with Disabilities Act (ADA) to perform the essential job functions and/or to enjoy equal benefits and privileges of employment. Human Resources

~~shall serve as Chaves County's ADA Coordinator in matters of reasonable accommodation.~~

~~If an employee believes an accommodation(s) is necessary in order to perform his/her essential job functions or to enjoy equal benefits and privileges of employment, it is the employee's responsibility to submit a written request to Human Resources indicating the employee's condition and how the employee believes it affects his/her ability to perform their job duties. The request should state the accommodation(s) the employee is requesting and any alternatives. The employee must also submit medical documentation to support the request for an accommodation.~~

~~Human Resources will forward the written request to the County Manager or Elected Official along with an opinion of the reasonableness and availability of the requested accommodation(s). The County Manager or Elected Official will make the final determination as to whether or not the accommodation and/or any alternative accommodation will be granted.~~

SECTION XI ORGANIZATION, MANPOWER, PAY AND POSITION CLASSIFICATION SYSTEM

- 11.1 PURPOSE. This Section outlines the provisions for organization, manpower and the County's system of comparing and classifying positions according to their relative equivalence for the purpose of establishing fair and equitable promotion and pay compensation for employees. However, all wages and salaries are approved by the County Commission. Wage and salary increases, when authorized, shall be dependent upon the financial condition of the County.
- 11.2 APPLICABILITY. The provisions of this section shall apply to all employees except for the following:
- ~~a. Contract Employees - All contract employees are subject to wage increases as negotiated and approved by the County Commission.~~
 - ~~b.[a.] Elected Officials - Elected Officials['] which include County Commissioners, County Clerk, Treasurer, Assessor, Sheriff, and Probate Judge are subject only to the statutory provisions of law [salaries are set by the County Commission in accordance with New Mexico State Statutes].~~
 - e.[b.] Chief Deputies - Chief Deputies shall receive 95% of the elected official's salary as their fixed salary [shall receive a fixed salary recommended by the Elected Official and approved by the County Commission.]
 - ~~d.[c.] Sheriff's Administrator - The Sheriff's Administrator serves at the pleasure of the Sheriff and shall receive a fixed salary set [recommended] by the Sheriff and approved by the County Commission.~~
 - e.[d.] Appointed Employees. Appointed employees serve at the pleasure of the County Manager and shall receive wage increases as recommended by the County Manager and approved by the County Commission.
- 11.3 PAY COMPENSATION SYSTEM OVERVIEW. The pay compensation system includes provisions for:
- a. entry level wages;
 - b. transfers;
 - c. demotions;
 - d. cost of living wage increases;
 - e. promotion wage increases; and
 - f. ~~longevity pay~~ [step increases];
 - g. performance awards

The pay system includes the following charts:

~~Chart A~~—Organizational Structure and Manpower Allocation [(Chart A)]

~~Chart B~~— General Wage and Position Classification [(Chart B Series)]

~~Chart C~~— General Wage Schedule[ing] Chart[s] [(Chart C Series)]

~~The County Commission may at their discretion amend Charts A, B, and C and Position Specifications by resolution when deemed appropriate.~~

11.4 ORGANIZATION, MANPOWER AND PAY SYSTEM CHARTS:

[a.] ~~Chart A~~— Organizational Structure and Manpower Allocation Chart. This chart is the organizational structure of positions within the County and includes all regular positions. This chart also outlines the allocated number of authorized positions to be filled each fiscal year.

[b.] ~~Chart B—General Wage &~~ Position Classification Chart[s]. ~~This~~ [These] chart[s] classifies[y] each County position within specific wage levels based on the overall qualifications of the position. Each level on ~~this~~ [these] chart[s] includes only the positions which are established as having relatively equivalent overall qualifications as defined in the position specifications for each position.

[c.] ~~Chart C— General Wage Schedule[s]~~ ~~Chart~~. The ~~General Wage Schedule[s]~~ outlines the regular wages for each level of positions ~~in~~ [on] the ~~General Wage and Position Classification Chart[s]~~. ~~Each wage level includes wages for Steps 1 through 15. The Entry Level is Step 1 and the employee's pay increases annually until the employee reaches Step 15.~~

[d.] The County Commission may, at their discretion, amend any of the Personnel Charts and Position Specifications by resolution.]

~~Chart D—General Wage Schedule Chart. The General Wage Schedule outlines the regular wages for each 12-hour position in the General Wage and Position Classification Chart. Each wage level includes wages for Steps 1 through 15. The Entry Level is Step 1 and the employee's pay increases annually until the employee reaches Step 15.~~

11.5 ENTRY LEVEL WAGES. All new employees are normally hired at the Entry level position, Step 1 of the Wage Schedule for the level of position which has been vacated or otherwise approved for hire by the County Commission.

At the discretion of the County Manager or Elected Official, a vacant position may be filled as follows:

[a.] General Wage and Classification: Chart B]

LEVELS A-H (may not offer wage greater than Step 4 [7])

- Step 1 - Entry, ~~less than three years experience, minimum qualifications~~
- Step 2 - ~~Up to three years experience~~ [one to two years experience]
- Step 3 - Up to ~~four~~ [three] years experience
- Step 4 - ~~Six or more~~ [Up to four] years experience
- [Steps 5 through 7 – Five or more years experience]

LEVELS I-L

~~Steps 5-7. May offer wage between Steps 5-7~~ [May offer wage at any step on the level], subject to ~~written~~ verification of comparable market comparisons, years of experience and approval by the County Manager or Elected Official.

[b. Wage and Classification Charts: B-1, B-2 and B-3

May offer wage at any step on the level, subject to verification of comparable market comparisons, years of experience and approval by the County Manager or Elected Official.]

~~11.6 TRANSFERS. Transfers are lateral movements on the chart. Employees transferring from one position to another receive no increase in pay. Refer to Section 4.4b, Transfers Between Departments.~~

~~11.7 DEMOTIONS. A demotion is any downward movement on the chart whether voluntary or involuntary. Employees who are demoted shall maintain the same step for pay purposes (i.e. C-5 demoted to B-5).~~

~~11.8 COST OF LIVING WAGE INCREASES. The County Commission may consider an across the board cost of living wage increase prior to approval of the budget each fiscal year or as otherwise approved by the Commission. Such increases include a systematically applied wage increase in each step of the Wage Schedule. (e.g. a \$500 cost of living fixed increase means each step is increased by \$500.00, a 7% increase in each dollar amount of each step of the Wage Schedule.) Employees will then be paid the amount of the level and step they are currently classified for the position they occupy. Cost of living increases will normally become effective July 1 of each fiscal year or as otherwise approved by the County Commission.~~

~~11.9 PROMOTION WAGE INCREASES. Employees above Step 4 receiving promotions shall maintain the same step for pay purposes (i.e. Level B, Step 5 promoted to Level C, Step 5). Employees below Step 5 receiving promotions may be offered wages between Steps 1 and 4 at the discretion of the County Manager or Elected Official.~~

11.10[6] UNDER CLASSIFICATION. The County Manager or Elected Officials, may, at their discretion, place an employee one level below the authorized level for that position for review and evaluation purposes not to exceed ~~three (3) months~~ [one (1) year] prior to promoting an employee permanently to the authorized position.

~~11.11 POSITION SPECIFICATIONS REQUIREMENTS. Each position within the General Wage & Position Classification Chart (Chart B) has a written Position Specification which includes specifications for minimum qualifications, education, experience, abilities, skills, license, or certification requirements, and a description of duties and responsibilities required of the position. Position specifications for each position are included as part of this policy in a separate document entitled "Chaves County Position Specifications".~~

11.12[7]EQUIVALENCE. Specifications for positions within each specific level of the **General Wage & Position Classification Chart[s]** (~~Chart B~~) must have similar duties, responsibilities and qualifications.

11.13[8]GRANDFATHER CLAUSE. Any employee whose position specification is revised ~~is~~ [will] not subject to the experience, education, or certification requirements of the new position specification.

~~11.14 EDUCATION OR CERTIFICATION FINANCIAL ASSISTANCE PROVISIONS. The County Commission may at their discretion approve financial aid or leave with pay to assist any County employee in attaining education or certification that is determined to be beneficial to the position and in the best interest of the County.~~

~~11.15 CONTENTS OF PERSONNEL FILE. Subsequent to hiring, a separate record file shall be prepared and maintained for each employee. These records shall be kept in the County Personnel Office. It is the responsibility of each Elected Official or Department Head to insure that the records of the employees are completed and up to date. The file shall contain a minimum of the following records:~~

- ~~a. the original application form;~~
- ~~b. the originating personnel action showing occupation, position classification, date of beginning employment and salary;~~
- ~~c. copies of personnel action forms;~~
- ~~d. copies of all performance evaluations, if applicable;~~
- ~~e. copies of all favorable or unfavorable letters or memorandums such as letters or certificates of appreciation or records of other outstanding achievements regardless of origination;~~
- ~~f. records or certificates of educational training or orientation achievement completion;~~
- ~~g. records of disciplinary actions such as reprimands, suspensions, demotions or termination; and~~

~~h. — application for retirement program.~~

- 11.16[9] ACCESS TO PERSONNEL FILES. Personnel files are the property of Chaves County and access to the information they contain is restricted. Generally, only supervisors and management personnel of Chaves County who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the ~~Personnel~~ [Human Resources] Department. ~~With reasonable advance notice, e~~ [E]mployees may review their own personnel files in ~~Chaves County's offices and in the presence of an individual appointed by Chaves County to maintain the files~~ [the Human Resources Department].

- 11.17[10] ADDITIONAL RULES. Employees shall obey all additional rules, directives and requests stated verbally or in writing by their supervisors. Employees are generally required to follow all standards, rules, procedures, and policies that are normally expected the work place.

DEFINITIONS

ADMINISTRATIVE LEAVE WITH PAY. Leave with pay granted at the County Manager or Elected Official's discretion.

ADMINISTRATIVE LEAVE WITHOUT PAY. Leave without pay granted at the County Manager or Elected Official's discretion.

ANNIVERSARY DATE. A day twelve (12) months from an employee's date of hire.

APPEAL. Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.

APPLICANT. A person who has made formal application ~~on an official County personnel application form~~ for a position with the County.

APPOINTED EMPLOYEE. Appointed employees are exempt employees and serve at the will and pleasure of the County Manager. Appointed employees are not entitled to grievance procedures or holiday overtime pay.

~~CASUAL EMPLOYEE. An employee paid by the hour who may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.~~

CHIEF DEPUTY. Chief Deputies are exempt employees and serve at the will and pleasure of the Elected Official ~~and receive 95% of the Elected Official's salary as their fixed salary~~. Chief Deputies are not entitled to grievance procedures or holiday overtime pay.

~~CONTRACT EMPLOYEES. Contract employees are exempt employees and have a contract approved by the County Commission. Contract employees serve at the will and pleasure of the Chaves County Commission. Contract employees are not entitled to grievance procedures or holiday overtime pay.~~

COUNTY BUSINESS. The performance of duties of a County employee at an employee's normal work station or at a location authorized by the County.

DEMOTION. A demotion is any downward movement on the ~~General Wage and~~ Position Classification Chart[s] whether voluntary or involuntary. Employees who are demoted shall maintain the same step for pay purposes ~~(e.g. C-5 demoted to B-5)~~.

DEPARTMENT HEAD. ~~Contract~~ [An appointed] employee who ~~have~~ [has] the responsibility of supervising and administering a department of County government as determined and designated by the County ~~Commission~~ [Manager].

DUE PROCESS. The right granted to a regular employee to pre and post disciplinary hearings for actions of suspension, demotion or termination.

ELECTED OFFICIAL. An individual elected ~~by popular vote~~ or appointed to fill vacancies in elective office, e.g., County Commissioner, County Clerk, County Treasurer, County Sheriff, County Assessor, and Probate Judge.

EXEMPT EMPLOYEES. All executive, administrative and professional employees as those terms are defined in the Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed salary.

GRANT FUNDED EMPLOYEE. A full or part-time employee hired to fill a position which exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received.

GRIEVANCE. A formal complaint by an employee concerning actions taken by management which result in loss of pay to the employee.

GRIEVANCE HEARING. A formal hearing conducted at the request of an employee who is grieving ~~an improper promotion~~, a termination, demotion or suspension, as set forth in this Personnel Policy.

HEARING OFFICER. The individual who is charged with the responsibility of hearing and deciding ~~allegations of improper promotion~~, post-disciplinary action matters of demotion, suspension and termination.

IMMEDIATE FAMILY. Spouses, children, parents, siblings, grandparents, grandchildren, like in-laws, and like step-relationships are immediate family.

LAYOFF. The involuntary separation of an employee from County service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, or lack of funds.

~~MEDICAL DISABILITY TERMINATION. The termination of an employee from County employment when the employee is unable to perform the essential functions of the position, due to a medical condition, and when the employee has corroborating documentation of this condition from a licensed physician.~~

NONEXEMPT EMPLOYEES. All employees who are not exempt employees as defined in Department of Labor regulations relating to the Fair Labor Standards Act.

[PARTISAN POLITICAL OFFICE. Any office for which any candidate is nominated or elected as representing a political party.]

PRE-DISCIPLINARY HEARING. A hearing conducted by the Elected Official[,] ~~or~~ County Manager or ~~their designee~~ [Department Head] before the imposition of the disciplinary actions of suspension, demotion or termination.

PROBATIONARY EMPLOYEE. A full-time or part-time employee hired to fill a regular position who has not yet completed the ~~six (6)~~ [twelve (12)] month probationary period of employment during which time the employee is terminable-at-will.

PROMOTION. A promotion is any upward movement on the ~~General Wage and~~ [Position] Classification Chart[s], ~~(Chart B)~~.

REGULAR EMPLOYEE. Full-time. An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. Part-time. An employee who has successfully completed probation, in which an employee works less than forty (40) hours per week. Part-time employees will receive benefits on a pro-rata basis.

RETIREMENT. The withdrawal of an employee from the County work force upon meeting the Public Employees' Retirement Association eligibility conditions for normal or disability retirement.

SICK LEAVE. Leave with pay granted to employees, after accrual at a specific rate when personal illness or quarantine keeps the employee from performing the duties of the position or when a member of the immediate family is ill.

SUSPENSION. A forced leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of the grievance procedure.

TEMPORARY POSITION [EMPLOYEE]. ~~A position of an employee to temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will~~ [A full-time or part-time employee hired to fill a position that will] not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

TERMINABLE-AT-WILL. Employees who can be terminated at any time without cause; e.g., probationary, temporary, contract, chief deputy and sheriff's administrator. Terminable-at-will employees are not entitled to the grievance proceedings.

TERMINATION. An action, ~~recommended by the Department Head for whom the employee works, reviewed by the County Manager or Elected Official and approved~~ [taken] by the County Manager or Elected Official, which terminates an individual's employment with the County.

TRANSFER. The voluntary or involuntary movement of an employee, from one department or office to another department or office in the County service.

~~ANNUAL~~ [VACATION] LEAVE. Leave with pay granted to an employee, after accrual at a specific rate, with approval of the employee's supervisor.

AGENDA ITEM: 2

Agreement A-13-006 between Chaves County
and Native American Air Ambulance, Inc. for
IHC Provider

MEETING DATE: May 23, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This agreement, if approved, would allow Native American Air Ambulance to be reimbursed from IHC funds for providing emergency air transportation for indigent residents of Chaves County.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-13-006

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

**AGREEMENT A-13-006
BETWEEN CHAVES COUNTY AND
ROCKY MOUNTAIN HOLDINGS, LLC, DBA
NATIVE AMERICAN AIR AMBULANCE, INC.
FOR IHC PROVIDER**

THIS AGREEMENT is made and entered into this 23rd day of May, 2013 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as “County”, and Rocky Mountain Holdings, LLC, DBA Native American Air Ambulance, Inc., a for-profit corporation, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Contractor will be reimbursed for providing services to eligible indigent residents of Chaves County, and

WHEREAS, Contractor provides emergency air transportation to County indigent patients, and

WHEREAS, Contractor is a proper medical provider to contract for these services.

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

TERMS AND OBLIGATIONS

1. Scope of Work. Contractor agrees to provide emergency air transportation services to indigent residents of Chaves County who suffer life-threatening illnesses or disabilities and need to be air-lifted to a hospital outside of Chaves County. Contractor agrees to adhere to the requirements set forth in Ordinance #58, Chaves County Indigent Hospital/Health Care Ordinance, attached hereto as Exhibit A, and made a part of this agreement.
2. Compensation. Contractor will bill the County for services rendered to an indigent patient. The County will adjudicate the claims. The County agrees to reimburse Contractor, and Contractor agrees to accept payment at the current Medicaid rate within thirty (30) days of adjudication. Contractor agrees that it will waive the remainder of any charges. Further, Contractor agrees and understands that all reimbursements shall only come from the Chaves County Indigent Hospital/Health Care Fund. The Contractor acknowledges that it understands that the Chaves County Indigent Hospital/Health Care Fund is a fund of limited means and no additional funds will be available.
3. Term of the Agreement. This agreement shall commence July 1, 2013 and shall remain in full force and effect until terminated by either party. This agreement may be terminated with or without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. If terminated by the

County, Contractor shall be entitled to be compensated for work performed prior to the termination.

4. Eligibility for Service. Contractor will forward to the County the HCFA 1500 forms along with all run notes. In addition, Contractor will make a reasonable effort to assist the County in verifying claimant's eligibility.
5. Emergency Services. Emergency services shall be provided without prior verification of eligibility or authorization in cases of medical emergencies where delay in treatment would result in threat to life or impairment of bodily functions.
6. Medical Records. Contractor shall maintain a standard medical record for each Claimant receiving services pursuant to this agreement. Said medical records shall contain such information as is required by state and federal laws and regulations and Medicare, and shall be retained for such time period as required by state and federal laws.
7. Access to Records. Contractor's medical records and financial records shall be, and remain, the property of Contractor and shall not be accessed, removed or transferred from Contractor except in accordance with applicable state and federal laws. To the extent permitted by law, Contractor shall permit the County to inspect said medical records pertaining to the Claimants. The County must obtain prior written consent from Claimant authorizing Contractor to release such information to the County. At all times, the parties hereto agree to abide by all HIPAA regulations. The County must provide fourteen (14) business days written notice to Contractor prior to audit date. For purposes of this Section, medical records shall include those documents that are, or will become part of the medical records of the patient.
8. Independent Contractors and Rights of Claimants. Contractor is an independent contractor and this agreement shall not constitute the formation of a partnership, joint venture, or employment relationship. The parties shall not exercise control over the performance of the other hereunder. This agreement is not a third party beneficiary contract and shall not in any respect whatsoever increase the right of any such Claimant or third party, or create any rights on behalf of the Claimant or other third party.
9. Amendment. This agreement shall not be altered, changed or amended except by prior written agreement of the parties hereto.
10. Assignment. This agreement or any of its provisions shall not be assigned, delegated or transferred by either party without the prior written consent of the other.
11. Indemnification and Hold Harmless. Contractor agrees to accept responsibility for loss or damage to any person or property, to defend, indemnify, hold harmless and release the County, its Commissioners, officials and employees from accidents, claims, damages, disabilities, and/or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of its employees or agents in the performance of this agreement. The County agrees to release and hold harmless Contractor for the negligent acts or willful misconduct of the County, its employees or officials.

12. Notice. Any notices or other communications required or contemplated under the provisions of the agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below or to such other persons or addresses as County or Contractor may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered or the second day following the date of mailing if the notice is mailed by certified mail.
13. Governing Law. This agreement shall be governed by the laws of the State of New Mexico.
14. Binding Effect. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their successors and permitted assignees.

IN WITNESS WHEREOF, the parties have executed this agreement, A-07-024, the day and year first written above.

CHAVES COUNTY BOARD OF COMMISSIONERS

By: _____
Greg Nibert, Chairman

Address: P.O. Box 1817
Roswell, NM 88202-1817
Phone: (505) 624-6600

ATTEST:

Dave Kunko, County Clerk

ROCKY MOUNTAIN HOLDINGS, LLC, DBA
NATIVE AMERICAN AIR AMBULANCE, INC.

By: _____

Address: P.O. Box 29675, Dept. 2057
Phoenix, AZ 85038-9675
Phone: (520) 881-2622

AGENDA ITEM: 3 Resolution R-13-020

MEETING DATE: May 23, 2013 Approval of Budget Interim FY13-14

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Joe Sedillo, Chief Financial Officer

ACTION REQUESTED: Approval of Resolution R-13-020

ITEM SUMMARY:

The Finance Committee and staff have reviewed the departmental budget requests with elected official and department heads.

An Interim Budget was then submitted to the Board of County Commissioners at a workshop on Thursday, May 18th, and the budget document was amended and is being presented in its revised form.

Staff recommends approval of Resolution R-13-020

SUPPORT DOCUMENTS:

Resolution R-13-020

SUMMARY BY: Joe Sedillo

TITLE: Chief Financial Officer

**RESOLUTION R-13-020
FY 2013-2014 INTERIM BUDGET**

At a special meeting of the Board of Chaves County Commissioners held on May 23, 2013 the following was among the proceedings:

WHEREAS, the Governing Body in and for the County of Chaves, State of New Mexico, has developed an interim budget for fiscal year 2013-2014; and,

WHEREAS, the budget was developed on the basis of need through cooperation with all user departments, elected officials and other department supervisors; and,

WHEREAS, the attached budget document was prepared in compliance with Chaves County Budget Policy, Resolution R-01-015; and,

WHEREAS, IT IS THE MAJORITY OPINION OF THIS Board that the proposed budget meets the requirements as currently determined for fiscal year 2013-2014.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby adopts the interim budget hereinafter described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Done at Roswell, Chaves County, New Mexico this 23rd day of May, 2013.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

Greg Nibert, Chairman

James W. Duffey, Vice-Chairman

Kyle D. "Smiley" Wooton, Member

Kim Chesser, Member

Robert Corn, Member

ATTEST:

Dave Kunko
County Clerk

AGENDA ITEM: 4

Resolution R-13-023 Supplementing Ordinance O-085 Finalizing the Amounts for the Loan Agreement between Chaves County and NMFA in the Amount of \$5,602,241.

MEETING DATE: May 23, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

Resolution R-13-023 supplements Ordinance O-085 which authorized the execution and delivery of a Loan Agreement between Chaves County and NMFA for the Chaves County Detention Center Renovation Project. This Resolution establishes the exact aggregate principal amount, the final net effective interest rate and other matters with respect to the Loan Agreement. It also authorizes the County officers to take necessary actions and ratifies actions previously taken.

Staff recommends approval of Resolution R-13-023

SUPPORT DOCUMENTS: Resolution R-13-023

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

STATE OF NEW MEXICO)
COUNTY OF CHAVES) ss.

The Board of County Commissioners (the “Governing Body”) of Chaves County (the “Governmental Unit”), in the State of New Mexico, met in special session in full conformity with the law and the rules and regulations of the Governing Body, in the Chaves County Commission Chambers of the Administrative Center, #1 St. Mary’s Place, Roswell, New Mexico, being the regular meeting place of the Governing Body, for the special meeting held on the 23rd day of May, 2013, at the hour of 9:00 a.m. Upon roll call the following members were found to be present:

Present: _____

Absent: _____

Also present: _____

Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

CHAVES COUNTY, NEW MEXICO

RESOLUTION NO. R-13-023

SUPPLEMENTING ORDINANCE NO. O-085 WHICH AUTHORIZED THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN CHAVES COUNTY, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,602,241; ESTABLISHING THE EXACT AGGREGATE PRINCIPAL AMOUNT, THE FINAL NET EFFECTIVE INTEREST RATE AND OTHER MATTERS WITH RESPECT TO THE LOAN AGREEMENT; AUTHORIZING AUTHORIZED OFFICERS TO TAKE ALL NECESSARY ACTION TO INCORPORATE SUCH TERMS INTO THE LOAN AGREEMENT; AND RATIFYING ACTIONS PREVIOUSLY TAKEN IN CONNECTION THEREWITH.

WHEREAS, unless otherwise defined in this Supplemental Resolution or if the context requires otherwise, capitalized terms in this Supplemental Resolution have the same meaning assigned to those terms in Section 1 of Ordinance No. O-085 (“the Parameters Ordinance”) adopted by the Board of County Commissioners of the Governmental Unit (the “Governing Body”) on April 18, 2013; and

WHEREAS, this Supplemental Resolution is adopted pursuant to the Parameters Ordinance in order to approve the final terms, aggregate principal amount, net effective interest rates and other matters with the respect to the Loan Agreement; and

WHEREAS, the Governing Body adopted the Parameters Ordinance on April 18, 2013, which: (i) authorized the execution and delivery of the Loan Agreement; (ii) established certain parameters for the final terms of the Loan Agreement; and (iii) provided for the adoption of this Supplemental Resolution by the Governing Body to approve specific details of the Loan Agreement, and this Supplemental Resolution is adopted by the Governing Body for that purpose; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk the Parameters Ordinance, this Supplemental Resolution and the form of the Loan Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, all required authorizations, consents and approvals of any governmental body, agency or authority in connection with (i) the use and pledge of the Pledged Revenues for the payment of the Loan Agreement, and (ii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date on which the Supplemental Resolution is adopted have been or will have been obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE GOVERNMENTAL UNIT:

Section 1. Ratification of Prior Actions. All action previously taken (not inconsistent with the provisions of this Supplemental Resolution or the Parameters Ordinance) by the Governing Body and the officers of the Governmental Unit, directed toward the authorization,

pledge, collection and distribution of the Pledged Revenues and the authorization, and execution and delivery of the Loan Agreement is ratified, approved and confirmed.

Section 2. Amount and Term of Loan. The Loan Agreement will be in the aggregate principal amount of \$_____ and will mature on the dates and bear interest at the rates described below:

MATURITY SCHEDULE

<u>Date (May 1)</u>	<u>Principal</u>	<u>Interest Rate</u>
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		

Section 3. Parameters Satisfied. All terms and conditions relating to the Loan Agreement set forth in this Supplemental Resolution are within the parameters established by the Parameters Ordinance.

A. The Loan Agreement shall be for the aggregate principal amount of \$_____ to provide funds to finance the renovation and expansion of the Governmental Unit’s Adult and Juvenile Detention Center facility as described on the Term Sheet (the “Project”), to fund the Loan Agreement Reserve Account and to pay the Processing Fee. Such amount does not exceed the maximum aggregate principal amount of \$5,602,241 permitted under the Parameters Ordinance.

B. The net effective interest rate on the Loan Agreement is _____%. Such amount does not exceed the maximum rate of 7% per annum permitted under the Parameters Ordinance.

Section 4. Accounts and Funds. The Governmental Unit shall establish such Funds and Accounts as required by the Parameters Ordinance and the principal amount of the Loan Agreement of \$_____ and the premium of \$_____ paid by the Finance Authority shall be deposited or used as follows: \$5,000,000.00 shall be deposited into the Program Account for the Project as defined in the Term Sheet, [\$560,224.10] shall be deposited into the Loan Agreement Reserve Account, [\$0.09] shall be deposited in the Finance Authority Debt Service Account, and [\$42,016.81] shall be paid to the Finance Authority as the Processing Fee.

Section 5. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and Intercept Agreement, as presented at the meeting of the Governing Body at which this Supplemental Resolution was adopted, are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 6. Parameters Ordinance. Except with respect to the terms set forth in this Supplemental Resolution, the Loan Agreement is governed by the Parameters Ordinance. In the event of any conflict in the terms of this Supplemental Resolution and the Parameters Ordinance, the terms of the Parameters Ordinance shall prevail. The adoption of this Supplemental Resolution, and all procedures undertaken incident thereto, are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Constitution and laws of the State of New Mexico.

Section 7. Repealer Clause. All bylaws, orders and resolutions, or parts thereof, inconsistent with this Supplemental Resolution are repealed to the extent of such inconsistency. This repealer shall not be construed to revive any bylaw, order or resolution, or part thereof, previously repealed.

Section 8. Effective Date and Publication. This Supplemental Resolution shall be in full force and effect immediately upon adoption and approval by the Governing Body and its execution and approval by the Chairman of the Governing Body of the Governmental Unit. A title and general summary of the subject matter contained in this Supplemental Resolution shall be published in substantially the following form after adoption of this Supplemental Resolution.

[Form of Summary of Supplemental Resolution for Publication]

Chaves County, New Mexico
Notice of Adoption of Supplemental Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in a Resolution duly adopted and approved by the Board of County Commissioners of Chaves County, New Mexico on May 23, 2013, relating to the details of the Loan Agreement by and between Chaves County, New Mexico and the New Mexico Finance Authority as authorized pursuant to its Parameters Ordinance No. O-085 duly adopted by the Board of County Commissioners on April 18, 2013. Complete copies of the Supplemental Resolution are available for public inspection during the normal and regular business hours of the County Clerk, at #1 St. Mary's Place, Roswell, New Mexico.

The title of the Resolution is:

CHAVES COUNTY, NEW MEXICO
RESOLUTION NO. _____

SUPPLEMENTING ORDINANCE NO. O-085 WHICH AUTHORIZED THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN CHAVES COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,602,241; ESTABLISHING THE EXACT AGGREGATE PRINCIPAL AMOUNT, THE EXACT NET EFFECTIVE INTEREST RATE AND OTHER MATTERS WITH RESPECT TO THE LOAN AGREEMENT; AND RATIFYING ACTIONS PREVIOUSLY TAKEN IN CONNECTION THEREWITH.

The title sets forth a general summary of the subject matter contained in the Supplemental Resolution.

[End of Form of Summary for Publication]

PASSED, APPROVED AND ADOPTED THIS 23rd day of May, 2013.

CHAVES COUNTY
BOARD OF COMMISSIONERS

Greg Nibert, Chairman

[SEAL]

ATTEST:

By: _____
Dave Kunko, County Clerk

Item # 5

ITB-13-2 – Janitorial Supplies

Meeting Date: 5-23-13

STAFF SUMMARY

REQUESTED BY: Tammy Brisco West, Purchasing Director

ACTION REQUIRED: Award ITB-13-2

SUMMARY:

The County has received bids from the following bidders under ITB-13-2 for Janitorial Supplies:

Tronex International Inc., Mount Olive, NJ

Empire Paper Company, Wichita Falls, TX

All American Poly, Piscataway, NJ

Interboro Packaging, Montgomery, NY

Unifirst Corporation, Clovis, NM

Starr Janitorial, Roswell, NM

Staff has compared and evaluated bids on all items and recommends award be made to multiple vendors as set forth on the attached bid tabulation spreadsheet.

Award of this bid will constitute a price agreement against which orders will be placed as needed. The first term will be for a period of one year, with the option to renew for up to three additional one year terms.

SUPPORT DOCUMENTS: Bid Summary

Submitted by: Tammy Brisco West
Title: Purchasing Director

BID SUMMARY

BID #: ITB-13-2

COMMODITY: Janitorial Supplies

USER DEPARTMENT(S): Road Department, Maintenance Department, Detention Center

SPECIFICATIONS BY: Tammy Brisco West, Purchasing Director

ADVERTISED: April 17, 2013, in the Roswell Daily Record and online through the NM Purchasing Group and Public Purchase bid distribution sites.

ADDENDA ISSUED: None.

OPEN DATE: May 7, 2013

SPECIFIC DESCRIPTION: This is a first time bid which will become a routine bid every 4 years or less, for janitorial supplies. Award of this bid will serve as a price agreement for all orders placed for an initial one year period with the option to renew for up to three additional one year terms.

LOW BID
 FIGURE ADJUSTED FOR COMPARISON PURPOSES
 LOW BID WITH ADJUSTED FIGURE

DELIVERY TIMEFRAME
 CREDIT CARD ACCEPTED

TRONEX INTL.	EMPIRE PAPER	ALL AMERICAN POLY	INTERBORO PKG.	UNIFIRST	STARR
3-5-DAYS √	Mondays If required	5-20 Days √	5-7 Days	WEEKLY √	24 HR. √

CATAGORY	PRODUCT								
BATH TISSUE	PLATINUM II	CS	NO BID	\$33.00	NO BID	NO BID	NO BID	NO BID	\$48.00
BATHROOM CLEANER	CREW (GREEN PRODUCT)	EA	NO BID	\$23.46	NO BID	NO BID	NO BID	NO BID	\$23.00
BROOM HEAD	9" ANGLE SWEEP – BLUE HEAD ONLY	EA	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$5.10
BUFFER PADS	20" BLUE ICE	EA	NO BID	\$3.13	NO BID	NO BID	NO BID	NO BID	\$5.50
BUFFER PADS	20" NATURAL HAIR	EA	NO BID	\$2.92	NO BID	NO BID	NO BID	NO BID	\$5.50
CLEANER	BLEACH	GAL	NO BID	\$2.30	NO BID	NO BID	NO BID	NO BID	\$1.95
CLEANER	LIME SOLVE	GAL	NO BID	\$9.21	NO BID	NO BID	NO BID	NO BID	\$9.00
CLEANING PADS	MED. DUTY HAND PADS #74	EA	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$0.90
CLEANING PADS	SCOTCH BRITE HAND PADS	EA	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$1.30
CLEANSER	AJAX	EA	NO BID	\$1.08	NO BID	NO BID	NO BID	NO BID	\$1.05
DISINFECTANT	LYSOL SPRAY	CAN	NO BID	\$6.19	NO BID	NO BID	NO BID	NO BID	\$4.72
DISINFECTANT	HUSKY DISINFECTANT DEODORANT	CAN	NO BID	\$3.05	NO BID	NO BID	NO BID	NO BID	\$4.25
DISFECTANT	VIREX (GREEN PRODUCT)	EA	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$24.00
DUST CLOTHS	TREATED, 18"X24"	EA	NO BID	\$0.34	NO BID	NO BID	NO BID	NO BID	\$1.50
DUST MOP HANDLE	FIBERGLASS	EA	NO BID	\$10.09	NO BID	NO BID	NO BID	\$9.00	\$11.25
DUST MOP HEADS	5" X 36"	EA	NO BID	\$16.25	NO BID	NO BID	NO BID	\$9.30	\$8.50
DUST MOP	TREATMENT	CAN	NO BID	\$1.67	NO BID	NO BID	NO BID	NO BID	\$4.50
DUST PAN	HEAVY DUTY PLASTIC	EA	NO BID	\$3.32	NO BID	NO BID	NO BID	NO BID	\$2.99
DUST RAGS	YELLOW, 21"X24", CLEAN AND DUST, 50 PACK	PK	NO BID	\$17.05	NO BID	NO BID	NO BID	NO BID	\$10.95
DUSTER	GREY OSTRICH FEATHER	EA	NO BID	\$12.33	NO BID	NO BID	NO BID	NO BID	\$7.50
DUSTER	SWIFFER	BX	NO BID	\$41.28	NO BID	NO BID	NO BID	NO BID	\$16.99
FEMININE PADS	#4 MAXI PAD – BULK 816/CASE	CS	NO BID	\$145.94	NO BID	NO BID	NO BID	NO BID	\$89.70
FEMININE PADS	#96 PAD – 120/BOX	EA	NO BID		NO BID	NO BID	NO BID	NO BID	\$0.40
FLOOR CLEANER	HUSKY GERMICIDAL CLEANER – GALLON	GAL	NO BID	\$7.45	NO BID	NO BID	NO BID	NO BID	\$10.50

FLOOR CLEANER	STRIDE (GREEN PRODUCT)	EA	NO BID	\$41.75	NO BID	NO BID	NO BID	\$54.00
FLOOR FINISH	ULTRA MARATHON 25% – GALLON SIZE	GAL	NO BID	\$14.51	NO BID	NO BID	NO BID	\$15.50
FLOOR REJUVINATOR	HUSKY	GAL	NO BID	\$9.08	NO BID	NO BID	NO BID	\$14.00
FURNITURE POLISH	MULTI	CAN	NO BID	\$3.10	NO BID	NO BID	NO BID	\$4.50
FURNITURE POLISH	PLEDGE MULTI-SURFACE	CAN	NO BID	\$2.88	NO BID	NO BID	NO BID	\$4.50
FURNITURE POLISH	SHINE UP	CAN	NO BID	\$3.02	NO BID	NO BID	NO BID	\$4.50
GLASS CLEANER	GLANCE (GREEN PRODUCT)	EA	NO BID	\$36.00	NO BID	NO BID	NO BID	\$26.00
GLOVES	LATEX, LARGE (100 QTY)	BX	\$2.69	\$5.90	NO BID	NO BID	\$6.50	\$4.79
GLOVES	VINYL, MED (100 QTY)	BX	\$2.69	\$3.32	NO BID	\$3.20	\$4.50	\$3.83
GLOVES	VINYL, LARGE (100 QTY)	BX	\$2.69	\$3.32	NO BID	\$3.20	\$4.50	\$3.83
GLOVES	VINYL, EXTRA LARGE	BX	\$2.69	\$3.32	NO BID	\$3.20	\$4.50	\$3.83
ICE MELT	ICE MELT	BAG	NO BID	\$11.83	NO BID	NO BID	NO BID	\$11.95
MOP HANDLE	60" FIBERGLASS SPEED CHANGE	EA	NO BID	\$12.14	NO BID	NO BID	NO BID	\$10.50
BROOM HANDLE	60" METAL TIPPED	EA	NO BID	\$4.45	NO BID	NO BID	NO BID	\$2.95
MOP HEAD	MED ATOMIC LOOP	EA	NO BID	NO BID	NO BID	NO BID	NO BID	\$5.99
MOP HEAD	20 OZ (LIE FLAT)	EA	NO BID	\$17.83	NO BID	NO BID	NO BID	\$5.32
POLISHING PAD	17" – WHITE	EA	NO BID	\$2.44	NO BID	NO BID	NO BID	\$3.25
POT BRUSH	20"	EA	NO BID	NO BID	NO BID	NO BID	NO BID	\$4.95
POT BRUSH	8"	EA	NO BID	NO BID	NO BID	NO BID	NO BID	\$3.95
RAGS	25 LB. #1 – WHITE SELECT	CS	NO BID	\$42.86	NO BID	NO BID	NO BID	\$30.00
SANITARY NAPKIN LINERS	WAXED BAG	CS	NO BID	\$22.57	NO BID	NO BID	NO BID	\$21.00
SOAP	DIAL COMPLETE FOAM – 800 ML	EA	NO BID	NO BID	NO BID	NO BID	NO BID	\$7.45
SPRAY BOTTLE	32 OZ	EA	NO BID	NO BID	NO BID	NO BID	NO BID	\$0.55
SQUEEGEE	30" STRAIGHT	EA	NO BID	NO BID	NO BID	NO BID	NO BID	\$14.94
TOILET BOWL BRUSH	RUBBERMAID	EA	NO BID	NO BID	NO BID	NO BID	NO BID	\$1.95
TOILET CLEANER	BOWL TAMER – RTU	QT	NO BID	\$1.82	NO BID	NO BID	NO BID	\$3.00

TOILET CLEANER	POWER TIME	QT	NO BID	\$1.79	NO BID	NO BID	NO BID	\$3.00
TOILET CLEANER	CLOROX TABLET WHITE	BX	NO BID	\$44.29	NO BID	NO BID	NO BID	NO BID
TOILET PAPER	JUMBO ROLL – 2 PLY (12 ROLLS/CS)	CS	NO BID	\$26.14	NO BID	NO BID	\$84.00	\$29.00
TOILET PAPER	SCOTT CORELESS (36 ROLLS/CS)	CS	NO BID	NO BID	NO BID	NO BID	NO BID	\$51.22
TOILET PAPER	SMALL ROLLS WITH CORES, 96/CASE	CS	NO BID	\$29.69	NO BID	NO BID	\$49.00	\$42.49
TOUCHLESS TOWELS	ENMOTION, WHITE (6 ROLLS/CASE)	CS	NO BID	\$48.75	NO BID	NO BID	\$48.00	\$49.00
TOWEL	WHITE, SINGLE FOLD	CS	NO BID	\$24.63	NO BID	NO BID	NO BID	\$31.90
TOWEL	WYPALL L20 CENTERPULL	CS	NO BID	NO BID	NO BID	NO BID	NO BID	\$44.48
TOWEL	CORMATIC NATURAL ROLL TOWELS	CS	NO BID	\$33.94	NO BID	NO BID	NO BID	\$56.95
TOWEL	SURPASS MULTI-FOLD	CS	NO BID	NO BID	NO BID	NO BID	NO BID	\$26.11
TOWEL	SCOTT NATURAL HARD ROLL TOWEL 12/CS	CS	NO BID	NO BID	NO BID	NO BID	NO BID	\$55.79
TRASH BAGS	23 X 33 – 0.7 MIL	CS	NO BID	26.12/500	23.66/?	23.34/500	NO BID	28.65/500
TRASH BAGS	33 X 40 – 1.5 MIL	CS	NO BID	24.99/100	9.84/?	13.60/100	NO BID	24.50/100
TRASH BAGS	38 X 58 – 1.7 MIL	CS	NO BID	44.08/100	18.05/?	26.18/100	NO BID	29.99/100
TRASH BAGS	55 GALLON – 38 x 58 – 1.5 MIL – ROLL PACK	CS	NO BID	49.93/100	16.44/?	22.98/100	NO BID	32.64/100
TRASH CAN LINER	22.5" X 25.5" BLACK	CS	NO BID	24.93/1000	19.87/?	25.64/1000	NO BID	19.95/1000
TRASH CAN LINER	23" X 33", 16 GALLON/BLACK	CS	NO BID	17.36/500	28.33/?	\$11.48	NO BID	28.65/500
TRASH CAN LINER	38" X 60", 60 GALLON/BLACK	CS	NO BID	\$30.40	18.90/?	\$28.48	NO BID	26.95/100
TRASH CAN LINER	33" X 40", EXTRA HEAVY, WHITE	CS	NO BID	\$19.45	14.37/?	10.79/150	NO BID	16.00/150
VACUUM BAG	LINDHAUS 10PK	PK	NO BID	NO BID	NO BID	NO BID	NO BID	\$9.95
VINEGAR	GALLON SIZE	GAL	NO BID	\$2.95	NO BID	NO BID	NO BID	\$2.00
WINDOW CLEANER	FOAMING TYPE	CAN	NO BID	\$2.37	NO BID	NO BID	NO BID	\$2.45

Item # 6

ITB-13-3 – Inmate Supplies

Meeting Date: 5-23-13

STAFF SUMMARY

REQUESTED BY: Tammy Brisco West, Purchasing Director

ACTION REQUIRED: Award ITB-13-3

SUMMARY:

The County has received bids from the following bidders under ITB-13-3 for Inmate Supplies:

Robinson Textiles, Gardena, CA

Bob Barker, Fuquay Varina, NC

ICS Jail Supplies, Waco, TX

Amercare Products, Woodinville, WA

Staff has compared and evaluated bids on all items and recommends award be made to multiple vendors as set forth on the attached bid tabulation spreadsheet.

Award of this bid will constitute a price agreement against which orders will be placed as needed. The first term will be for a period of one year, with the option to renew for up to three additional one year terms.

SUPPORT DOCUMENTS: Bid Summary

Submitted by: Tammy Brisco West
Title: Purchasing Director

BID SUMMARY

BID #: ITB-13-3

COMMODITY: Inmate Supplies

USER DEPARTMENT(S): Detention Centers

SPECIFICATIONS BY: Tammy Brisco West, Purchasing Director

ADVERTISED: April 17, 2013, in the Roswell Daily Record and online through the NM Purchasing Group and Public Purchase bid distribution sites.

ADDENDA ISSUED: None.

OPEN DATE: May 7, 2013

SPECIFIC DESCRIPTION: This is a first time bid which will become a routine bid every 4 years or less, for inmate supplies. Award of this bid will serve as a price agreement for all orders placed for an initial one year period with the option to renew for up to three additional one year terms.

DELIVERY TIMEFRAME
CREDIT CARD ACCEPTED

Robinson Textiles	Bob Barker	ICS Jail Supplies	American Products
7-25 DAYS	5-30 DAYS ARO	7 DAYS OR LESS	7 DAYS OR LESS
√	√	√	√

LOW BID
TIED LOW BIDS
RECOMMENDED AWARD
ITEM NON-RESPONSIVE

CATAGORY	PRODUCT				
BATH TOWEL	BROWN 20" X 40"	2.00	1.65	0.91	NO BID
BLANKET	COZY 66 X 90 GREY WITH BLUE	8.95	6.65	5.48	NO BID
COMB	5" BULK PACK 2160/CS	NO BID	0.02	0.02	NO BID
DEODORANT	MAXIMUM SECURITY .5 OZ. CLEAR	NO BID	0.26	0.27	0.28
FLAT SHEET	BROWN 58" X 90"	4.00	4.12	2.34	NO BID
LOTION	HAND & BODY .25 OZ	NO BID	0.10	0.04	0.04
MATTRESS	POLY, 30 X 75 X 4 GREEN	45.00	41.00	38.00	NO BID
MAXITHINS PADS	BULK 250/CS	NO BID	15.00	14.55	15.00
MUG	INSULATED, BROWN 8 OZ	NO BID	1.59	1.28	NO BID
PEN	MAXIMUM SECURITY BLACK VINYL FLEX	NO BID	0.11	0.13	0.16
RAZOR	SINGLE BLADE 2000/CASE	NO BID	0.05	0.05	0.048
SANDAL	ORANGE PVC SLIP ON	1.80	2.19	2.22	NO BID
SHAMPOO	MAXIMUM SECURITY 4OZ CLEAR	NO BID	0.51	0.37	0.45
SHOE	MENS ORANGE CANVAS STEP IN	NO BID	3.62	3.40	NO BID
SOCKS	CREW WHITE	0.60	0.47	0.46	NO BID
SPORK	ORANGE 144/CS	NO BID	0.08	0.10	NO BID

TOOTHBRUSH	SHORT HANDLE 144/CS	NO BID	0.05	0.03	0.05
TOOTHPASTE	MAXIMUM SECURITY .85 OZ. CLEAR	NO BID	0.18	0.13	0.13
UNIFORM SHIRT	TRISTICH NAVY	4.75	4.92/SM 7.31/LG	5.50	NO BID
UNIFORM SHIRT	TRISTITCH ORANGE	5.00	4.92/SM 7.31/LG	5.50	NO BID
UNIFORM SHIRT	TRISTITCH RED	5.00	4.92/SM 7.31/LG	5.50	NO BID
UNIFORM TROUSERS	TRISTITCH NAVY	5.75	6.12/SM 8.71/LG	5.50	NO BID
UNIFORM TROUSERS	TRISTITCH ORANGE	6.00	6.12/SM 8.71/LG	5.50	NO BID
UNIFORM TROUSERS	TRISTITCH RED	6.00	6.12/SM 8.71/LG	5.50	NO BID

AGENDA ITEM: 7

Selection of a Member to the Board of Directors
of Southeastern New Mexico Community
Action Program

MEETING DATE: May 23, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Select Member

ITEM SUMMARY:

Chaves County appoints one member to the Board of Directors of Southeastern New Mexico Community Action Program. The current appointment ends June 30, 2013. Mr. Hubert Quintana is our current appointee and he desires to continue representing Chaves County on this Board.

Staff recommends re-appointment of Mr. Hubert Quintana to serve on the Board of Directors of Southeastern New Mexico Community Action Program.

SUPPORT DOCUMENTS:

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager