

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF ROSWELL
AND
THE ROSWELL POLICE OFFICERS ASSOCIATION
9/24/2024 - 6/30/2026

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ARTICLE 1 AGREEMENT
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THIS AGREEMENT is entered into by and between the City of Roswell, municipal corporation of the State of New Mexico, hereinafter sometimes referred to as the "City", and the Roswell Police Officers Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Pecos Valley Lodge #55 Fraternal Order of Police.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

NOW THEREFORE, IT IS HEREBY AGREED:

- 1.1 The City of Roswell recognizes the Roswell Police Officers Association as the exclusive collective bargaining representative for the regular, full-time, Non-Probationary positions of Police Office Assistant, Police Officer I, Police Officer II, Police Officer III, Detective, and Police Sergeants.
- 1.2 The City of Roswell extends to the Roswell Police Officers Association representing such unit of employees the following rights:
 - (a) To represent the interest of all employees in the bargaining unit in collective bargaining, without discrimination regarding membership or non-membership in the labor organization.
 - (b) To represent employees, when requested, in the settlement of grievances, however, the exclusive representative shall not prevent employees from taking grievances, on their own, through the grievance process. This decision shall be made at the time of the filing of the grievance.
 - (c) To exclusive representation status.
- 1.3 The management of the City of Roswell Police Department, the Association, and its Officers shall not discriminate against any member of the bargaining unit with regard to race, color, sex, creed, religion, marital status, age, national origin, disability, veteran status, or membership or non-membership in the Association.
- 1.4 Those matters expressly and specifically included in the collective bargaining agreement between the City and the Association will require mutual agreement between the parties prior to implementing any changes.

- 1.5 For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Roswell shall be referred to as the "City" or "Employer", the Roswell Police Department shall be referred to as the "Department", the Police Chief shall be referred to as the "Chief", the Roswell Police Officers Association shall be referred to as the "Association" and any reference to officer or bargaining unit employee shall be referred to as "employee".

ARTICLE 2 MANAGEMENT RIGHTS
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- 2.1 It is agreed that except as expressly and specifically delegated, abridged, granted, or modified by this Agreement, all of the rights, powers, and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance procedure.

ARTICLE 3 WORK SLOWDOWNS OR STOPPAGES
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- 3.1 The Association agrees that it will not cause, permit, or authorize its members to strike, sit-down, slowdown, or engage in any work stoppage or any interference with the efficient management of the Department.
- 3.2 Furthermore, it is understood that no Association officer or representative shall authorize, encourage, or assist in any strike, stoppage, sit-down, or slowdown at any location nor will it participate in, counsel, or induce any such actions. The Association will further take direct and concerted affirmative action to prevent and stop any such actions that may occur in violation of this commitment.

ARTICLE 4 PRODUCTIVITY/PROTECTION OF PROPERTY
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- 4.1 Consistent with the employees' welfare in regard to safety, health, and sustained effort, the Association agrees to cooperate with management in its effort to increase employee effectiveness and productivity. Further, in justice and in fairness to the City and the taxpayers, all employees shall be required to report to work on time, shall not leave work early, shall be prompt in reporting to their assigned duties, and faithfully perform all their duties.
- 4.2 It shall be the responsibility of employees' having custody of any City equipment and/or property to make sure that it is properly cared for, kept clean, assure that it is used for City use only, and it is returned to its place of storage and secured.
- 4.3 General Operation of Department Vehicle
(a) The Policy (Number 115.001) – General Operation of Department Vehicle, shall be a part of this Agreement for a period expiring on June 30, 2018 with successive two (2) year extensions unless either party files written notice to cease such inclusion of the Policy as a part of the Agreement following the completion of each two (2) year term.

ARTICLE 5 BARGAINING UNIT EMPLOYEES
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- 5.1 A bargaining unit employee is an employee who occupies a position that has been identified in Article 1.1 of this agreement, is appropriate for inclusion in the bargaining unit, and has satisfactorily completed the required twelve (12) month probationary period.

ARTICLE 6 STAFFING

- 6.1 It is recognized by the parties that it is the sole and exclusive right of the Employer to set and determine the number of employees to be employed in each job classification.

ARTICLE 7 OUTSIDE EMPLOYMENT

- 7.1 Bargaining unit employees shall consider the City as their primary employer. An employee may engage in outside business activity or outside employment provided:
- (a) it does not present a potential conflict of interest,
 - (b) does not represent potential damage to public trust,
 - (c) as determined by the Chief, does not interfere with the proper discharge of the employee's duties and responsibilities as a member of the Department.
 - (d) the employees' job performance and attendance is satisfactory or better, and
 - (e) the outside employment is for twenty (20) hours or less per week.
- 7.2 The employee shall complete a form identifying the place of business, the type of business and work to be performed, and the number of hours to be worked. Such authorization is for a maximum of twelve (12) months from date of approval. The Chief may withdraw approval at any time for cause.

ARTICLE 8 VOLUNTARY MEMBERSHIP

- 8.1 It is recognized, by the parties to this agreement, that bargaining unit employees are free to join or not join the Association. Membership in the Association is totally and completely voluntary.

ARTICLE 9 MEMBERSHIP DUES
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- 9.1 The City will deduct union dues from bargaining unit employees' paychecks upon receipt of a voluntary dues deduction authorization form signed by each employee. Such voluntary authorization form shall be provided to the City's Human Resources Department at least fifteen (15) days prior to the desired date of deduction. The authorization of dues deduction may be revoked by an employee

by providing a thirty (30) day advance written notice to the City's Human Resources Department and the Secretary of the Association.

- 9.2 There shall only be one (1) amount identified for dues deduction for all employees and shall not include any assessments or other expenses. All dues deducted shall be forwarded to the Secretary of the Association monthly.
- 9.3 The Association shall indemnify and hold the City harmless against all claims, demands, suits, or other forms of liability and costs incurred by the City as a result of the City's actions taken for the purposes of compliance with this Article.
- 9.4 The provisions of this Article shall not be construed, interpreted, or applied as to make it compulsory that an employee must pay any dues or fees to the Association.

ARTICLE 10 ASSOCIATION REPRESENTATIVE
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- 10.1 The procedure for the discussion of issues that may arise in the application and interpretation of this Agreement shall require that the Association contact management and set up a time and place that is mutually acceptable to the parties. It is incumbent upon the Association Representative to remain within the chain of command when utilizing this procedure and not bypass proper authority in his efforts to resolve an issue. Association business is not city business and therefore City time, material, and property shall not be used for Association business.
- 10.2 At the option of the Chief, a maximum of two (2) representatives of the Association shall be granted time off with pay for the purpose of attending meetings called by the City. Such pay shall be granted only if the meeting(s) are held during the representative(s) normal scheduled work hours. This language does not apply to collective bargaining sessions.
- 10.3 If the Association President or designee is required by management to be in attendance at a meeting scheduled by the City, the President or designee will be compensated.

ARTICLE 11 HOURS OF WORK AND OVERTIME
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Rest Periods & Meal Periods:

- (a) Needs of the service permitting, employees will be allowed up to fifteen (15) minutes for a rest period during each one-half (½) shift, as scheduled by management.
- (b) A fifteen (15) minute rest period shall be scheduled by management for an employee between shifts, or as soon as possible after the beginning of the additional shift, when working a second full shift.
- (c) Subject to the needs of the department, the Employer will attempt to schedule meal periods for employees if time permits, as follows;
 - (1) Police officers working ten (10) hour shifts on the street will be scheduled a forty-five (45) minute meal period to be taken on paid time subject to call as needed;
 - (2) Non-patrol police officers will be scheduled a one (1) hour unpaid meal period;
 - (3) Non-sworn bargaining unit employees will be scheduled a sixty (60) minute unpaid meal period.

ARTICLE 12 NOTIFICATION OF ABSENCE

- 12.1 An employee who is unable to arrive at work on time for whatever reason shall notify the on-duty supervisor at least one (1) hour prior to the starting time of the shift, within the first day of absence, giving the reason for failure to report and estimating, whenever possible, when he will be able to report for duty.
- 12.2 An employee must request, state the reason, and receive approval from his designated supervisor prior to leaving the work site before the scheduled ending time, for whatever reason.
- 12.3 An employee who knows in advance that he will be unable to report for duty shall notify his designated supervisor prior to the day of the absence. Such notification shall be given as soon as it is known by the employee, but in no event later than forty-eight (48) hours prior to the starting time of the shift.
- 12.4 It is recognized that notification is not approval.

ARTICLE 13 HOLIDAYS

- 13.1 Holidays will be handled in accordance with the City of Roswell Personnel Rules and Regulations and Departmental Policy.
- 13.2 Employees shall receive holiday bank of eight (8) or ten (10) hours (depending on his/her normal work schedule) for the holiday at his/her base hourly rate of pay.
- 13.3 Employees will be allowed to sell back up to eighty (80) hours of holiday bank on the first pay period in December each year.

ARTICLE 14 SENIORITY

14.1 Seniority:

- (a) Seniority as defined under this Agreement shall be based upon length of continuous service as a police officer in the Roswell Police Department. For "civilian" classifications in the Roswell Police Department currently covered under this Agreement, seniority will also be based upon continuous service in the Roswell Police Department. The term continuous service shall be interpreted to mean total service from the date of last hire as a regular full time employee of the Roswell Police Department minus any leave without pay of thirty (30) days or more.
- (b) There are two (2) types of seniority that are accrued in the Roswell Police Department.

Sworn Personnel

- (1) General seniority (total length of service) as a police officer with the Roswell Police Department.
- (2) Time in rank as a police officer with the Roswell Police Department.

Non-Sworn Personnel

- (1) General seniority (total length of service) with the Roswell Police Department. This is the definition applicable to RIF.

- (2) Seniority with the Roswell Police Department applied to the current classification held.

- 14.2 Rank seniority is the dominant seniority for retaining an employee's position as a Sergeant. A Sergeant will have seniority over a Police Officer below the rank of Sergeant, regardless of the general or rank seniority of a Police Officer below the rank of Sergeant. This seniority concept will prevail during a Reduction In Force (RIF) until the displacement of a police officer below the rank of Sergeant is involved. In the RIF of a police officer below the rank of Sergeant, general seniority will prevail.
- 14.3 Upon successful completion of the probationary period as defined in Article 5, employees become bargaining unit employees and will be credited with length of service for seniority purposes retroactive to the last date of hire with the Roswell Police Department.
- 14.4 For the purposes of ascertaining seniority in the event of a tie, the first criteria to be applied will be continuous service with the Roswell Police Department. Should continuous service within the department be identical, the tie will be broken by drawing numbers with the highest number drawn being the most senior.
- 14.5 Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list under the following conditions:
 - (a) Resignation
 - (b) Discharge
 - (c) Discharge for being absent from work for three (3) consecutive days without properly notifying the Chief of an acceptable reason for the absences
 - (d) Retirement
 - (e) Failure to report to work by the expiration date of a leave of absence as per Article 20.2.
 - (f) In the event of a layoff, failure to return to the service of the City by the date specified by the City offering re-instatement
 - (g) An absence from the active payroll (medical leave, leave of absence, layoff, etc.) of the City due to layoff or continuous or prolonged illness or injury for twelve (12) months or to the extent the individual has accrued sick leave

14.6 Seniority List. The City will post a seniority list on or about April 15th and on or about October 15th of each year of this agreement.

14.7 Seniority Shift Bidding

- (a) Sergeants and Patrol Officers will bid according to their seniority, and they will bid for shifts and days off. This applies only to Field Services. Specialty divisions will bid according to their date of transfer into the division.
- (b) Nothing in this section shall prevent a Commander from permitting employees to mutually exchange bidded slots for hardship reasons.
- (c) The Chief may make shift changes for the purpose of ensuring adequate experience and/or staffing levels on the different shifts. The Chief will allow the Association an opportunity to make written recommendations prior to making such changes. If an opening occurs in a shift, the shift sergeant will rebid the days off for that shift if an opening occurs at least three (3) months prior to the regular shift bid. This process and the results of this rebid are not a grievable issue. The rebid will be done according to general seniority.
- (d) The number of positions within each shift will be determined by management. Each position/slot will identify the days off assigned to that position/slot.

ARTICLE 15 FILLING VACANCIES/PROMOTION

15.1 Regular Full-Time Vacancy. A regular full-time vacancy is a position that is designated by the Chief as such and is expected to last for more than one (1) year under normal circumstances. Vacancies in specialized areas can only be filled by Police Officers with two (2) years of continuous service from the last date of hire with the Roswell Police Department.

15.2 Promotions. If the Chief decides to fill a regular full-time position within the bargaining unit through promotion, a notice will be posted on the Department bulletin board for fourteen (14) calendar days.

15.3 Sergeant Promotional Process

- (a) A qualified sworn officer desiring to be considered for the posted position of Sergeant shall submit his application in writing prior to the deadline for application as per the posted notice.
- (b) The minimum experience requirement for consideration for the position of Sergeant is three (3) years of continuous service as a Police Officer with the Roswell Police Department (since last date of hire). An applicant may not have received a disciplinary action of suspension within twelve (12) months of the written examination.
- (c) The qualified applicant for a promotion to Sergeant shall take the written test identified and administered at the direction of the Police Chief. The Chief will make potential applicants aware of material to be studied for the test at least sixty (60) days prior to testing if using a standardized test, or thirty (30) days prior if the written examination is created by Administration of the Roswell Police Department. Examples of this would include, but are not limited to, policy, rules and regulations, the collective bargaining agreement, and state statutes.
- (d) Upon completion of the written exam, applicants with a seventy percent (70%) or higher score, will advance in the process.
- (e) The Chief of Police will establish an Evaluation Team(s) consisting of at least five (5) persons to include two (2) RPO staff, one (1) of which will be a Sergeant, appointed by the Chief.
- (f) The Chief of Police will establish the requirements and make up of the oral examination. The applicant's performance on the oral exam will be determined by the Chief or his designated representative.
- (g) The Chief of Police or designee will establish a practical exercise (s) (ex: scenario, table top, etc.) which will be given and graded by an Evaluation Team to establish supervisory skills.
- (h) A Records Review will be conducted by an Evaluation Team, to include information available on the employee.
- (i) The promotional list will consist of the applicants who completed the process in rank order from the highest to the lowest composite score of at least the top three (3), but not to exceed five (5). The number of individuals placed on the list cannot exceed 50% of the total number of people who passed the written exam. The applicant who obtains the highest composite score will be offered the position first, to be followed by the second and the

third applicant and so on if applicable. Promotions to Sergeant will not occur until such time as the Chief of Police determines that such vacancies may be filled. This promotional list will remain in effect for one (1) year. An employee on the promotional list or in the promotional process who receives a disciplinary action of suspension will be removed from consideration for promotion.

- (j) The complete competitive process will be composed of the following areas and designated percentages to consist of a total possible score of one hundred percent (100%).

- (1) Twenty-five percent (25%) on the written examination;
- (2) Twenty-five percent (25%) on the oral examination;
- (3) Twenty-five percent (25%) on the practical exercise(s); and
- (4) Twenty-five percent (25%) on the records review,

- (k) In the event of a tie at the end of the process as set forth in subsection (i), seniority will prevail.

- (l) The promotion to Sergeant is contingent upon the employee successfully completing a six-month trial period. During the trial period, the employee will be subject to formal and informal evaluations in accordance with department policy. Should the employee fail to successfully complete the trial period the employee will return to his rank of patrolman, and the employee on the list with the second best overall score will be offered the position, subject to the six (6) month trial period.

15.4 If two (2) or more Sergeant vacancies are posted at the same time, employees may bid on all posted vacancies; however, the officer must state his preference as to which bid he would prefer to be awarded if he were to be selected for either vacancy.

15.5 It is agreed that the Employer shall set and determine the number of employees to be carried in each job classification and it is agreed that the decision to fill a vacancy is also at the sole discretion of the employer.

15.6 Qualification as they pertain to this section shall also mean that the employee is physically and mentally capable of performing the duties of the position, meets qualifications and requirements of the position including the necessary certifications as prescribed by law, and has qualified on the examinations or physical examinations.

ARTICLE 16 REDUCTION IN FORCE
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- 16.1 Association Input. In the event that a layoff is necessary, the City shall provide the Association an opportunity to provide recommendations on alternatives to the layoff. However, nothing herein is meant to indicate that the City must do anything other than consider such recommendations. The City at its sole discretion shall make the final determination on the actions to be taken on the reduction of force.
- 16.2 Right to Abolish Positions. When such is deemed appropriate by the City Manager, the Chief may determine that one or more positions may be discontinued or abolished. In such instances, layoffs if necessary will be conducted in accordance with the policies set forth below. The Chief reserves the right to alter the layoff procedure under special circumstances in order to assure an adequate level of service.
- (a) The Chief shall determine which positions in the Department shall be subject to layoff.
 - (b) Employees subject to a RIF may exercise their seniority within the department, utilizing their rank seniority and/or their general seniority, whichever is appropriate, to displace another less senior employee in a position within the bargaining unit for which the more senior employee is qualified.
 - (c) Laid-off employees shall be recalled in accordance with their qualifications and ability to perform the job vacancy, with the senior qualified employee being recalled first. That is, the employee with the greatest rank or general seniority whichever is appropriate according to this agreement, shall be recalled first, provided the employee has the ability and is physically able to perform the duties of the job which is open. The employee's qualifications shall be evaluated and solely determined by the Chief.
- 16.3 An employee approved for layoff by the Chief, will be given a seven (7)-calendar day advance notice. The City may substitute seven (7) days of administrative leave with pay in lieu of the seven (7)-day advance notice. The Association shall also receive notice of any layoff.
- 16.4 A layoff is considered a permanent termination unless the employee is reinstated within twelve (12) months.

- (a) Should a laid-off employee be subject to recall, the employee shall be notified of such at the last known address by certified mail.
 - (b) The employee must respond in writing within five (5) calendar days of receipt of notice of recall. The employee must return to work at the date stipulated in the recall notice, which shall not be sooner than fourteen (14) calendar days from the date of the letter. The employee and the Chief may mutually agree on an earlier date, if such is deemed beneficial.
 - (c) It shall be the laid-off employee's responsibility to notify the City of Roswell Human Resources Department of any changes in his mailing address.
 - (d) Failure to respond to a recall notice, if such is sent to the last known address of the employee, as noted in 16.4.(c), shall result in the forfeiture of any and all recall and seniority rights under this agreement and the city shall have no further employment obligations to the employee.
- 16.5 Laid-off employees, upon recall, shall have their length of service date adjusted to reflect the period of time they were on layoff (i.e. if the layoff lasted five (5) months, their new length of service date shall be their original service date decreased by five (5) months to reflect the time on layoff).
- 16.6 Employees on layoff shall be continued in the group health insurance program until the end of the month in which they were laid off. Subsequent to that date, the employee(s) may continue such insurance coverage under the provisions of COBRA.

ARTICLE 17 EMPLOYEE INITIATED TRANSFERS
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- 17.1 An employee may be transferred to a position in another division in the same pay grade provided he is physically and mentally capable of performing the duties of the position, meets the stipulated qualifications and requirements of the position, qualifies on any stipulated examination or physical examination, and the transfer is in the best interest of the City. An employee who is transferred shall serve a trial period on transfer for ninety (90) days.
- 17.2 In the event the Chief determines that the transfer of an employee is appropriate, such lateral transfer shall be made in accordance with the following provisions:

- (a) The Chief has determined that a transfer is appropriate and designates the individual to be transferred.
 - (b) In the event that more than one (1) employee submits a written request for a transfer, the position will be filled by the best qualified employee as determined by the Chief. All things being equal, as determined by the Chief, the employee with the greatest rank (as it relates to Sergeant) or general seniority (as it relates to Police Officer and non-sworn) as applicable, shall be given preference on the consideration for the transfer.
 - (c) Shift assignments upon transfer shall be determined by the Chief.
 - (d) Not more than one (1) employee initiated lateral transfer may be approved during any calendar year per employee.
- 17.3 Employees who are transferred from one (1) division to another for what is in the best interest of the City or for a stipulated time period, when returned to their former division, shall be assigned to their former job classification in accordance with their seniority.
- 17.4 Minimum experience for assignment to the Detectives Division, Traffic Division, Support Services Division, or Technical Services Division, shall be one (1) year of service in the rank of Police Officer with supporting documentation of expertise in the targeted vacancy to which the employee is applying upon approval of the Chief, or designee.

ARTICLE 18 SICK LEAVE
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- 18.1 The City's Personnel Rules and Regulations number 404.0 through 404.18 including 405.0 and 405.1 will continue in full force and effect for the term of this agreement. 404.1 is excluded. The parties have agreed to specific language regarding notification and approval.

ARTICLE 19 PERSONAL LEAVE WITHOUT PAY
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- 19.1 An employee may be granted a personal leave of absence without pay for a period not to exceed thirty (30) calendar days, at the Employer's sole discretion, upon written application from the employee. The request must be for good and sufficient

reasons, the leave must not interfere with operational requirements of the Department, and such leave is subject to the approval of the Chief and Human Resources Director.

- 19.2 At the expiration of leave without pay, the employee may be reinstated in the position vacated, at the option of the Chief. If not reinstated to the same position, the employee may be offered another vacant position, provided he is qualified and physically capable of performing the work. If there are no positions available for which he is qualified to fill, normal layoff procedures shall be utilized to determine the employee's status. Approved leave without pay shall not constitute a break in service if for thirty (30) calendar days or less. However, leave in excess of thirty (30) calendar days shall constitute a break in service for purposes of seniority, benefits availability, and accruals. The employee's seniority date shall be adjusted to reflect the break in service. Failure of an employee to report for duty at the stipulated return date from leave, shall be just cause for refusal of reinstatement and termination of employment with the City.

ARTICLE 20 ANNUAL MILITARY TRAINING AND MILITARY LEAVE

- 20.1 A bargaining unit employee who is a member of a reserve component of the United States Armed Forces or the National Guard will be granted leave in accordance with appropriate City rules and regulations, State law, and Federal law.

ARTICLE 21 INTERNAL AFFAIRS
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- 21.1 The Internal Affairs Unit is established as a staff investigative body, responsible to the Chief for the purpose of conducting administrative investigations.
- (a) It is recognized by the parties that it is the right and obligation of the Chief to investigate any complaint of misconduct of a Department employee.
 - (b) When the Internal Affairs Investigator receives a complaint of a non-criminal nature, he shall conduct a preliminary investigation to determine the validity of the complaint. Once reasonable suspicion is developed that a complaint may be valid, the employee under investigation will be issued a target letter advising him that a formal complaint is being investigated.

- (c) Exception: When any complaint is or may be criminal in nature, no target letter is required until the criminal investigation is complete.

21.2 This section establishes the guideline for conduct of Internal Affairs interviews and interrogations. The existence of the Internal Affairs Unit does not lessen a commanding officer's authority or responsibility. The following guidelines shall apply to Internal Affairs investigations:

- (a) The interrogation of a bargaining unit employee will normally be conducted when the employee is on duty or during the bargaining unit employee's working hours, unless the urgency of the investigation requires otherwise.
- (b) Interrogations will take place normally at the Department, unless the urgency of the investigation requires otherwise.
- (c) If a bargaining unit employee is directed to leave his post and report for an interview, the employee shall immediately notify his supervisor.
- (d) The bargaining unit employee will be afforded the opportunity to consult with counsel before being questioned provided the interrogation is not delayed more than two (2) hours. Counsel or another person of the bargaining unit employee's choice may be present during the interview.
- (e) The bargaining unit employee under investigation will be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation.
- (f) The bargaining unit employee will be informed of the nature of the investigation. The names of all known complainants shall be disclosed to the member unless the Chief Administrator of the member's employer determines that the identification of the complainant shall not be disclosed because disclosure would jeopardize or compromise the integrity or security of the investigation. In the event that disciplinary action is taken against the employee and the employee files a grievance, the complainant/charging party will be made known to the employee along with a copy of the official complaint.
- (g) Each interrogation session shall not exceed two (2) hours unless the parties mutually consent to continuation of the session and there shall not be more than two (2) interrogation sessions within a twenty-four (24) hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least one (1) hour rest period between the sessions. A bargaining unit employee shall be allowed to attend to physical necessities

as they occur in the course of an interrogation session. The combined duration of a bargaining unit employee's work shift and any interrogation session shall not exceed fourteen (14) hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise.

- (h) A bargaining unit employee shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session.
- (i) Any interrogation of a bargaining unit employee shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript. Any recesses called during the interrogation shall be noted in the transcript.
- (j) An accurate copy of the transcript or tape shall be provided to the bargaining unit employee, upon request, no later than fifteen (15) working days after the investigation has been completed.
- (k) After reviewing all the information collected in the course of an investigation of a bargaining unit employee, the Chief Administrator of the bargaining unit employees' employer may order the bargaining unit employee to submit to a polygraph examination administered by a licensed polygraph examiner, provided that all other reasonable investigative means have been exhausted and the bargaining unit employee has been advised of the Chief Administrator's reasons for ordering the polygraph examination. If warranted, the Chief Administrator may require the complainant to submit to a polygraph examination at any time during the investigation.
- (l) A bargaining unit employee may file a written response to any document containing adverse comments entered into his personnel file and the response shall be filed with the employer within thirty (30) working days after the document was entered into the employee's personnel file. A bargaining unit employee's written response shall be attached to the document.
- (m) When any bargaining unit employee is under administrative investigation and a determination is made to commence a criminal investigation, he shall be immediately notified of the investigation and shall be afforded all the applicable protections set forth in the Bill of Rights of the United States and New Mexico constitutions.
- (n) In the event it is determined that the complainant falsified his statements, the Department may take whatever action it deems appropriate and the employee, at his discretion, may pursue remedies against the complainant.

- (o) Any bargaining unit employee who knowingly withholds evidence or information pertaining to an investigation will have provided just cause for disciplinary action including dismissal.
- (p) All files and reports of investigations by the Internal Affairs Unit are confidential and are intended for the exclusive use of the Chief, the City Manager and the City's legal representative. A bargaining unit employee shall have the right to review his own files, along with a personal representative, if requested in writing. It is recognized that ongoing investigations are not placed in the file until the investigation is complete. If the investigation results in departmental charges being filed against the employee, that employee shall be provided access to all reports of the investigation which will contain all known material facts of the matter including tape recordings.

ARTICLE 22 DISCIPLINARY ACTION

- 22.1 The sole and exclusive right to discipline and discharge employees for cause is retained by the City.
- 22.2 In the event that an investigation results in the implementation of disciplinary action and if the investigated employee so requests, the Association may designate a representative to participate at all stages of the Grievance Procedure (Article 24) contained herein.
- 22.3 Prior to the implementation of disciplinary action, the employee will be presented with the charges and allowed to respond to the charges. This will take place at a meeting with the Police Chief or his designee. When a suspension without pay or demotion is being considered, the employee shall be afforded the opportunity to a pre-determination hearing before the Chief or his designee. The pre-determination hearing on dismissals shall be heard by the City Manager or designee.
- 22.4 Progressive discipline will be utilized, if appropriate, as determined by the Chief or his designee. The degree of discipline will depend upon the severity and frequency of the infraction and the employee's total work record. However, it is agreed and understood that, due to the serious nature of some infractions, the first disciplinary action may be dismissal.

22.5 Disciplinary actions or measures shall include, but shall not be limited to the following:

- (a) Written Reprimand
- (b) Suspension without pay
- (c) Demotion
- (d) Dismissal

The actions to be taken as outlined above are solely at the discretion of the City and the City reserves the right to exercise judgment and impose disciplinary action including dismissal as the City determines appropriate based upon the circumstances of each case.

22.6 Any disciplinary action, as defined in Article 22.5, imposed on the employee may be processed through the Grievance Procedure (Article 23) in this Agreement.

22.7 When a suspension without pay or demotion is being considered, the employee shall be afforded the opportunity to a pre-determination hearing before the Chief or his designee. The pre-determination hearing on dismissals shall be heard by the City Manager or designee.

ARTICLE 23 GRIEVANCE PROCEDURE

23.1 This grievance procedure is the only procedure that will be used for the settlement of disputes between the parties, including the bargaining unit employees, on issues pertaining to employment terms and conditions.

23.2 This procedure is not intended to preclude attempts to resolve complaints or problems with the employee's supervisors. A complaint will be considered a formal grievance when it has been reduced to writing and filed with the Chief. The following procedure will be followed for the presentation and resolution of grievances that may arise.

23.3 Written grievances must be filed within ten (10) working days after cause-giving rise to the grievance occurs. Under no circumstances will claims be valid or collectable for any time periods prior to ten (10) days from the date the grievance was filed. Grievances regarding suspensions of more than forty (40) hours or

involuntary termination/discharge shall be filed directly to step 2, with the City Manager, within ten (10) days of the notice of suspension or termination/discharge.

23.4 In the event that a grievance cannot be settled informally as provided for in Article 23.2, the employee may submit the issue through the formal grievance procedure. Any grievance entered into the formal grievance procedure must be in written form and the employee must clearly and concisely state all facts that are the basis of the grievance, the sections and Articles of this Agreement, which are alleged to have been violated, and the specific remedy requested. The statement "that the employee be made whole" is not acceptable as a requested remedy. The grievance shall be dated and signed by the aggrieved employee(s). It is agreed that during the formal grievance procedure, it shall be the employee's option as to whether or not he wishes to have Association representation.

23.5 Failure to submit any grievance within the identified time limits stipulated in this Article shall result in the forfeiture of the grievance by the charging party, the Association, or the Employer. Failure by the responding party to respond to a grievance within the time limits shall result in the grievance being automatically advanced to the next step of the grievance procedure.

23.6 Extensions of time limits under this Article are accomplished by written mutual agreement of the parties.

23.7 Formal Grievance Procedure

(a) Step 1. Should a grievance arise and Article 23.2 been satisfied and the issue has not been resolved, an employee(s) having the complaint or grievance may present such in writing to the Chief. The grievant and the Chief or his designee shall meet, as soon as a mutually satisfactory time is scheduled, to attempt to resolve the issue. The Chief or his designee shall render a decision on the matter within ten (10) working days of the date they met to attempt to resolve the grievance.

(b) Step 2. If the employee(s) is not satisfied with the decision, the employee(s) may appeal the grievance to the City Manager within ten (10) working days of the date the decision was rendered by the Chief or designee. The City Manager or his designee shall meet with the grievant within ten (10) working days in an attempt to resolve the grievance. Within ten (10) working days following the meeting, the City Manager or his designee shall render a decision.

(c) Step 3. If the employee(s) is still dissatisfied following the decision of the City Manager, the grievant and/or the Association shall provide written

notification to the City Manager of their intent to submit the issue to Arbitration. The notification must be submitted in writing within ten (10) working days after the date the City Manager's decision is rendered. The request to the FMCS shall be submitted by the party requesting arbitration within ten (10) working days of the date of the notice to the City Manager identifying the intent to submit the issue to arbitration.

- (d) Working days is defined as days that the City administrative offices are open for business.

- 23.8 **ARBITRATION.** The Arbitrator shall be chosen from a list of seven (7) names from the region including New Mexico requested from the Federal Mediation and Conciliation Service. Each party shall strike a name from the list in rotation until one (1) name only remains on the list and the remaining name shall be the name of the Arbitrator. This process must be completed within ten (10) working days of the receipt of the list of arbitrators. The question as to which party shall strike first shall be determined by the toss of a coin.
- 23.9 Each party shall bear the expense and compensation of his representatives and respective witnesses. The expense of the arbitration, including those of the Arbitrator, meeting room, or other expenses common to both parties, shall be equally shared between the City and the Association. Except that a party cancelling or postponing a scheduled arbitration will assume the arbitrator's fees for cancellation/postponement unless a cancellation or postponement is due to a qualified emergency, defined as a natural disaster, or death or hospitalization of a necessary witness/representative or the immediate family member thereof, or as otherwise agreed to by the parties.
- 23.10 Evidence may be presented orally, or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath, unless otherwise mutually agreed to by the parties. Either party, or both, if mutually agreed, may request that a transcript of the hearing be provided. In the event both parties request such, the cost of the transcript shall be borne equally by the parties. If such transcript is requested by one party, the requesting party shall pay for the transcript but shall not be required to supply a copy to the party that did not request it.
- 23.11 The Arbitrator shall hear and make a decision on the dispute and controversy as per the Federal Mediation and Conciliation Service expedited process. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the City or the Association where such discretion has been retained by the City or the

Association. The arbitrator shall not render a decision that requires the governing body to re-appropriate funds.

ARTICLE 24 EMPLOYEE SAFETY AND HEALTH
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24.1 The City and the Association agree that in all phases of police operations the safety and health of employees covered under this Agreement are a primary consideration in recognition of the potential hazards inherent in the nature of the work. Therefore, the parties will continue to strive to maintain a safe work environment. Towards this end, the City and Association will work together to:

- (a) Instill in the employees an awareness of safety and will promote safe and healthy working habits and attitudes on an on-going basis,
- (b) Make available to employees, required safety equipment and proper safety procedures to aid in a safer work environment for such employees; and
- (c) The parties and the employees shall comply with all applicable safety rules, regulations, and laws.

ARTICLE 25 PHYSICAL EXAMINATIONS

25.1 Employees may be required to take and pass a medical examination at any time with reasons for the exam stated, to determine their mental or physical capabilities to perform their assignments satisfactorily. Such examinations will be done at no cost to the employee and will be performed by certified medical personnel selected by the City. Employees may have such medical examination performed by a certified physician of their choice; however, the expense of such exam must be borne by the employee. The City may require the employee who utilized his own physician to take another examination with a City physician at City expense. If there is disagreement between the two (2) physicians, a third disinterested certified physician shall be utilized and his diagnosis shall be final and binding on the parties. If it is determined by the City that an employee cannot perform his assigned duties due to a medical or mental condition, the employee may exercise his rights under the Americans with Disabilities Act.

25.2 In the event a third disinterested physician is utilized, the cost shall be borne equally between the City and the employee.

ARTICLE 26 WORKERS COMPENSATION
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- 26.1 All employees under this Agreement are covered under the provisions of the New Mexico Worker's Compensation Act.

ARTICLE 27 LOST, DAMAGED OR STOLEN PROPERTY
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- 27.1 Officers who have lost, damaged, or have had City property stolen, and such loss, damage, or theft is directly attributable to an action taken in the line of duty will not be required to reimburse the City if the officer can demonstrate, to the satisfaction of the Chief, that the loss, damage, or theft did not occur as a result of negligence, malfeasance, or malicious intent on the part of the officer.
- 27.2 The City will reimburse an officer (eligible under paragraph 27.1 for eyeglasses, hearing aids, or dental bridges and Department required equipment if such equipment or items are damaged in the line of duty as a result of a direct delivery of service that has been officially documented and approved by the Chief. If an item must be replaced, the City shall only be required to provide a similar functional item. Should the officer not be satisfied with the quality of the item the City offers as a replacement, he may, at his option, request the City credit him with the amount it would have spent for the replacement and the employee may purchase whatever quality item he desires, providing he assumes the additional costs. This language is not intended to be used to replace old worn out items or equipment referred to herein.

ARTICLE 28 COMPENSATION
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- 28.1 Effective the first pay period following ratification and signature of the Agreement by both parties, or the first full pay period following resolution of impasse, whichever is later, bargaining unit employees will receive a four percent (4%) increase to their regular rate of pay.

- 28.2 When a Police Recruit completes the necessary training and qualifies to enter the bargaining unit, he/she will be placed into the Police Officer I position.
- 28.3 A bargaining unit employee assigned to SID will be paid at the Detective grade.
- 28.4 A Police Officer I will not qualify for promotion to Police Officer II until any five (5) of the following fifteen (15) objectives are met:
- a. Associate's or Bachelor's Degree from an accredited institution or at least 60 hours of course credit
 - b. Physical Requirement as determined by the Department
 - c. Bilingual Ability as approved by the Department
 - d. Intermediate professional skills test as approved by the Department and the RPOA
 - e. Length of service of two (2) years in a Police Officer I position
 - f. Intermediate skills training certification as issued by the State of New Mexico
 - g. Qualification completion for all assigned weapons systems at 90% or above for the previous two (2) years. This option is not available to SWAT-qualified individuals. (Counts as three (3) Objectives)
 - h. Intermediate specialty training in any of the following areas: (Each area of training counts as a separate objective and can count as three (3) objectives towards the total five (5) required. Training must also be Department recognized with a minimum of 40 hours per specialty.)
 - i. SWAT
 - ii. Field Training Officer who has completed the Department approved Field Training Officer course and successfully trained officers in three phases of field training
 - iii. School Resource Officer (Twelve (12) months of service in this position would qualify as the hour requirement.)
 - iv. SID/Narcotics
 - v. Administrative/Support Services (Twelve (12) months of service in this position would qualify as the hour requirement.)
 - vi. Traffic
 - vii. Field Investigator/TSU

- viii. Instructor who has taught a Department approved class or developed a Department recognized class which was accredited by DPS within the previous 12 months

28.5 A Police Officer II will not qualify for promotion to Police Officer III until any five (5) of the following fourteen (14) objectives are met:

- a. Advanced professional skills test as approved by the Department and the RPOA which must be taken as one of the requirements to advance even if the other objectives below have been met
- b. Bachelor's Degree from an accredited institution or at least 120 hours of course credit
- c. Physical Requirement as determined by the Department including that an annual physical has been taken and passed for each of the preceding two years
- d. Length of service of two (2) years in a Police Officer II position
- e. Advanced skills training certification as issued by the State of New Mexico
- f. Qualification completion for all assigned weapons systems at 90% or above for the previous two (2) years. This option is not available to SWAT-qualified individuals. (Counts as three (3) Objectives)
- g. Advanced specialty training in any of the following areas: (Each area of training counts as a separate objective and can count as three (3) objectives towards the total five (5) required. However, the same training that was used to advance to Police Officer II cannot be used to count towards Police Officer III. Training must also be Department recognized with a minimum of 40 hours per specialty.)
 - i. SWAT
 - ii. Field Training Officer who has completed the Department approved Field Training Officer course and successfully trained at least two officers in three phases of field training
 - iii. School Resource Officer (Twelve (12) months of service in this position would qualify as the hour requirement.)
 - iv. SID/Narcotics
 - v. Administrative/Support Services (Twelve (12) months of service in this position would qualify as the hour requirement.)
 - vi. Traffic
 - vii. Field Investigator/TSU
 - viii. Instructor who has taught a Department approved class or developed a Department recognized class which was accredited by DPS within the previous 12 months

- 28.6 Employees who are to perform detective duties shall be evaluated by the Department and qualify to be assigned to the Detective position.
- 28.7 The promotional review process for each bargaining unit position will be outlined separately as determined by the Department, if not already included in the Collective Bargaining Agreement.
- 28.8 Shift bargaining unit employees will receive shift differential as follows:
- | | |
|-----------------|-----------------|
| Swing shift: | \$0.75 per hour |
| Midnight shift: | \$1.00 per hour |
- 28.9 Testing will occur twice a year to occur in January and July unless otherwise agreed upon by both the RPOA and Department. Applicants must currently be classified as Police Officer II and submit their intent to take the test, in writing, no later than 48 hours prior to testing. Testing dates will be posted for a minimum of 14 days. If, for whatever reason, an otherwise qualified applicant is unable to make the date of testing due to conflicts which are outside of their control, an alternate day may be scheduled for them if the request is made in writing and submitted no later than 48 hours prior to the testing. In no cases will an alternate test be allowed to be more than 14 days after the scheduled date and approval is at the discretion of the designated coordinator for that testing process.
- 28.10 Bargaining unit employees will be eligible to receive On Call Pay, Call Back Pay, Communications Pay, and Emergency Call Back Pay, in accordance with the City's Classification and Compensation Plan.

ARTICLE 29 COURT ALLOWANCE

- 29.1 Court Allowance will be handled in accordance with the City of Roswell's Personnel Rules and Regulations and Departmental Policy.

ARTICLE 30 JURY DUTY AND WITNESS PAY

- 30.1 When required to perform jury service, an employee shall be paid the difference between any jury duty compensation (other than meal and travel allowances) he receives and his regular wages for each day of jury service. If jury duty is required for less than a full work day, the employee shall return to work.

- 30.2 Time off with pay will be granted to an employee who appears before a court, public body, or commission when requested by the City to testify as a witness on behalf of the City.
- 30.3 Whenever officers are required to appear in court by other than the City (or the District Attorney's Office if such appearance is in the performance of the officer's official authorized duties), the City and the officer will require that the party requiring the officer to appear pay the appropriate witness fee.

ARTICLE 31 DEFERRED COMPENSATION PROGRAM

- 31.1 The City, in conjunction with the United States Conference of Mayors, currently offers a deferred compensation program. However, nothing herein, requires the City to continue this program or remain with the United States Conference of Mayors. Such decisions are at the sole discretion of the City and the program may be discontinued or changed at any time by the City Manager.

ARTICLE 32 UNIFORMS
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- 32.1 Sworn Police Officers will receive an annual clothing allowance of \$850.00. This allowance is for the purchase, repair, and maintenance of uniforms, boots, and equipment. This allowance will be paid in two (2) equal installments of \$425.00. The first installment will be made on the first pay period in January and the second installment will be made in the last pay period of June of each year for the term of this Agreement.
- 32.2 It is recognized that the City furnishes the initial baton, handcuffs, ballistics vest, and raincoat.
- 32.3 It is incumbent upon all officers who receive a uniform allowance to maintain such uniforms in good repair and clean condition. Further, they must have three (3) required full sets of such uniforms. Uniforms shall be subject to inspection at any time and their care and maintenance are subject to the provisions of the Department's Maintenance and Uniform Policy. If a non-uniformed officer returns to a uniformed officer position, he shall be required to purchase the uniforms and other non-City supplied items necessary to assure compliance with the uniform requirements of the Department.

- 32.4 Should a uniform for non-sworn employees become mandatory, the City will furnish the uniforms and will meet with the Association in an effort to describe the details of such uniforms in a Memorandum of Understanding that will be in effect through the duration of this Agreement. Such Memorandum of Understanding shall require the signature of the Association President and the City Manager.

ARTICLE 33 VOTING

- 33.1 Requests for voting time will be handled in accordance with State law.

ARTICLE 34 HEALTH BENEFITS

- 34.1 Bargaining unit employees will receive the same health benefits as all other City employees for the term of the Agreement.

ARTICLE 35 VACATION

- 35.1 Vacation leave provides an employee with a paid vacation each year, although it may be approved for other needs which may require absence during working hours. An employee shall use at least one (1) continuous week of vacation leave per calendar year, provided the employee has enough accrued vacation leave. An eligible employee shall not use vacation leave until the leave time has been accrued.
- 35.2 At the end of the calendar year an employee may carry over unused vacation hours not to exceed two hundred forty (240) hours. Employees with greater than two hundred forty (240) hours will be allowed to sell back up to eighty (80) hours of accrued unused vacation hours over 240 on the first pay period in December each year. Any excess annual leave over two hundred forty (240) hours and that amount sold back shall not be carried over and shall be forfeited.
- 35.3 Vacation Leave — Accrual Rate. A regular full-time employee shall accrue vacation leave on the last day of the month as outlined below. Vacation leave accrual shall begin on the date of appointment. To be eligible to accrue vacation

on any calendar month an employee must be on pay status for a minimum of sixteen (16) full work days during that month.

<u>Years in Police Department</u>	<u>Accrual</u>
0 - 60 months of service	6.66 hours per month or 80 hours per year
61 - 180 months of service	10 hours per month or 120 hours per year
181 months and over of service	13.33 hours per month or 160 hours per year

- 35.4 Vacation Approval. Vacation requests shall be submitted in writing to the employee's supervisor at least thirty (30) calendar days in advance for vacation durations of five (5) days or more. The thirty (30) calendar day requirement may be waived by the Chief in the event he determines requirements of the service will permit such vacation requests. All vacation requests require the final approval of the Chief or his designee. Approval of leave requests shall be based primarily upon the operational requirements of the Department, the secondary consideration is the chronological date of the request, and thirdly on a seniority basis, and finally based on the personal desires and reasons identified by the employee. In all disputes, the Chief will make the final determination as to who will receive which vacation periods.
- 35.5 Should a holiday fall within an employee's scheduled vacation period, that day shall be charged to holiday rather than vacation.
- 35.6 Vacation accrual rates pertaining to employees returning from duty disability leave, leave without pay, long term leave with pay, military leave, layoff and termination will be in accordance with the provisions of City's Personnel Rules and Regulations.

ARTICLE 36 CREDIT UNION
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- 36.1 Credit Union membership is totally voluntary and subject to the conditions and requirements set by the different Credit Unions. The City has no authority over nor any obligation to any Credit Union. Membership in any Credit Union is strictly the decision and the responsibility of the employee and the Credit Union. If the Credit Union is officially recognized by the City, an employee may utilize the benefit of payroll deduction if a payroll deduction card is properly executed.

ARTICLE 37 TRAINING AND EDUCATION
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- 37.1 The Department will post training advertisements on the Field Training Office window. These advertisements are posted for the benefit of the employees however the currency, availability, and accuracy of the postings are the responsibility of the interested employee and such information must be verified through the Field Training Office for the best available data.
- 37.2 The City will provide the necessary training and/or time to allow bargaining unit employees to maintain their NMLEA requirements. It is the employee's responsibility to utilize the training opportunities provided by the department to maintain their certification.

ARTICLE 38 LOSS OF DRIVER'S LICENSE — POSITION ASSIGNMENT
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- 38.1 Employees covered hereunder whose position may require the operation of a City vehicle must report to the Chief immediately upon becoming aware of revocation or suspension of their driver's license. An employee shall not operate a City vehicle without a valid driver's license. Revocation or suspension of the license of an employee who is required to have a valid driver's license as a condition of the position the employee holds will have provided just cause for demotion, termination employment, or layoff.
- 38.2 A regular employee who has had his license revoked or suspended for up to thirty (30) days may be considered, within the department, for a demotion to a vacant position which does not require a driver's license if such employee is fully qualified to fill such vacancy both physically and mentally. Such decision shall be at the sole discretion of the Chief. Such position must not entail the operation of any City vehicle.
- 38.3 If the revocation or suspension of the license is for thirty (30) calendar days or less and no vacancy is available or the Chief in his discretion decides that the demotion option is not appropriate, the employee will be placed on lay off status for a maximum of thirty (30) calendar days. If an employee's driver's license is later reissued within thirty (30) calendar days of the revocation or suspension the employee may be returned to active service in his former position, if available, and if not, in the first available vacancy for which he is qualified, as determined by the Chief. Should the employee's license not be reissued within the thirty (30) day lay

off period the employee shall forfeit any reinstatement rights and the City shall have no further employment obligations to the employee.

An employee who has his driver's license revoked or suspended for a period of more than thirty (30) days and such license is required as a condition of employment, the employee shall have provided just cause for termination from employment.

- 38.4 Any employee covered hereunder who has knowledge of or who has been notified that the employee's driver's license has been revoked and does not notify the Chief of the loss of his license at the beginning of the first shift following having acquired such knowledge or having received such notification shall have provided just cause for termination of employment, regardless of the period of time involved in the revocation or suspension of his license. Any employee who operates a City vehicle with a revoked or suspended driver's license shall have also provided just cause for termination of employment.

ARTICLE 39 OFFICERS LIABILITY PROTECTION

- 39.1 The City shall provide protection to officers from liability arising out of acts committed while in the performance of their duties and responsibilities within the scope of their position as identified by the City, pursuant to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA (1978), as amended.

ARTICLE 40 CONTRACT INCLUDES ENTIRE AGREEMENT
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- 40.1 It is understood and agreed by and between the parties hereto that this Agreement is the only agreement between the parties. The City and the Association may, upon mutual agreement and signature, agree to a Memorandum of Understanding (MOU) that may change provisions of this collective bargaining agreement. MOUs are effective only during the term of agreement that is in effect when the parties signed the MOU. To continue the conditions of an MOU into a new agreement, the MOU language must be incorporated into an Article of the new agreement.
- 40.2 Each party will be provided a master copy of the signed Agreement. The Association is responsible for reproducing, distributing, and explaining the agreement to the bargaining unit employees. Management is responsible for reproducing, distributing, and explaining the agreement to the management

employees. Each employee is responsible for becoming familiar with the Agreement.

ARTICLE 41 SAVINGS CLAUSE

- 41.1 If any portion of this Agreement is invalidated by the passage of legislation or by a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. If either party wishes to negotiate a replacement for the invalidated language, a written request for such negotiations shall be submitted to the other party within ten (10) working days of the notice of invalidation.

ARTICLE 42 RETIREMENT

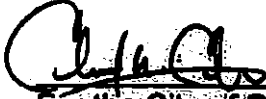
- 42.1 Current PERA plans in effect for sworn and non-sworn bargaining unit employees will continue in effect for the term of this Agreement.

ARTICLE 43 TERM OF AGREEMENT

- 43.1 This Agreement will be effective following ratification by the bargaining unit employees and approval by the City Council, or resolution of impasse, whichever is later. This agreement will remain in full force and effect through June 30, 2026.
- 43.2 Either party may reopen negotiations by filing written notice with the other party no earlier than the month of February, 2024 and 2025. Each party may open economic items and two (2) non-economic issues for renegotiation on this reopener provision.
- 43.3 Either party may request to negotiate a successor agreement by filing written notice with the other party no earlier than March 1 and no later than April 1, 2026.

**ARTICLE 44
SIGNATURES**

44.1 In Witness Whereof, the parties to this Agreement have set their hand and seal
this 25 day of Sept., 2024.

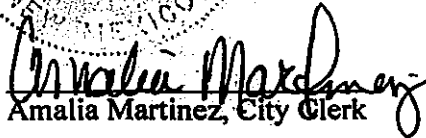

For the City of Roswell
Chad Cole, City Manager

9/20/24
Date

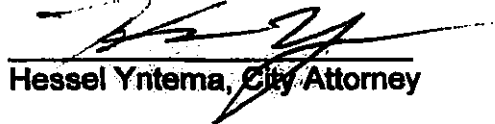

Roswell Police Officers
Gino Basile, President RPOA

9/25/24
Date




Amalia Martinez, City Clerk 9-20-24

Approved as to Form:


Hessel Yntema, City Attorney