



Hobbs City Commission
Regular Meeting
City Hall, City Commission Chamber
200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, February 2, 2026 - 6:00 PM

R. Finn Smith Commissioner - District 1	Christopher R. Mills Commissioner - District 2	Larron B. Fields Commissioner - District 3
Joseph D. Calderón Commissioner - District 4	Dwayne Penick Commissioner - District 5	Don R. Gerth Commissioner - District 6

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 90.7 Radio and
View Online at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 20, 2026, Regular Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Monday, February 2, 2026, as "2-1-1 DAY" (*Jonathan Sena, Mayor*)

PUBLIC COMMENTS (Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)

CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)

3. Resolution No. 7726 - Authorizing the Mayor to Make Appointments to the Public Library Board (*Jonathan Sena, Mayor*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

4. Resolution No. 7727 - Approving a Related Party Contract with Watson Truck and Supply, Inc. (*Shelia Baker, General Services Director*)
5. Resolution No. 7728 - Approving the FY 2026 2nd Quarter (December 2025) DFA Financial Report (*Deb Corral, Assistant Finance Director*)
6. Resolution No. 7729 - Authorizing a Memorandum of Agreement to the Current Collective Bargaining Agreement between the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No. 9 (*Manny Gomez, City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

7. Next Meeting Dates:

City Commission Regular Meetings

- Tuesday, February 17, 2026, at 6:00 p.m.
- Monday, March 2, 2026, at 6:00 p.m.
- Monday, March 16, 2026, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
February 2, 2026

SUBJECT: Minutes of the January 20, 2026, Regular Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 1/22/2026

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular Commission meeting held on January 19, 2026.

Fiscal Impact:

N/A

Attachments:

January 20, 2026 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk

Manny Gomez, City Manager

Minutes of the regular meeting of the Hobbs City Commission held on Monday, January 20, 2026, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Sena called the meeting to order at 6:00 p.m. and welcomed everyone to the meeting. The City Clerk called the roll and the following answered present:

Mayor Jonathan Sena
Commissioner R. Finn Smith
Commissioner Chris Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present: Manny Gomez, City Manager
Medjine Desrosiers-Douyon, Deputy City Attorney
Ayana Estrada, Deputy City Attorney
Wade Lyons, Deputy Police Chief
Marina Barrientes, Police Captain
Ricky Guerrero, Police Captain
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Shawn Williams, Fire Marshal
Hayden Able, Fire Inspector
Anthony Henry, City Engineer
Lou Maldonado, Parks Superintendent
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Bobby Arther, Municipal Judge
Chad Littlejohn, Marketing Coordinator
Evelyn Nunez, Event Coordinator
Nichole Lawless, Library Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Selena Estrada, Risk Management
Shelia Baker, General Services Director
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Rose Galavez, Deputy City Clerk
Alyxandra Salas, Assistant Deputy City Clerk
16 citizens

Invocation and Pledge of Allegiance

Commissioner Penick delivered the invocation and Commissioner Mills led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of January 5, 2026, be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried.

Proclamations and Awards of Merit

Mr. Manny Gomez, City Manager, thanked the Commission for recognizing City employees during the monthly Milestone Service Awards. He stated he has been doing this for eight years, and he expressed appreciation for the Commission's continued support in allowing him to recognize the City's most important resource, its employees. Since 2018, Mr. Gomez proudly stated the City has recognized a total of 5,300 years of service to the City of Hobbs.

Mr. Gomez reviewed highlights from 2025, during which the City recognized a total of 555 years of service. The top three departments were the Hobbs Fire Department with 105 years, the Utilities Department with 95 years, and the Hobbs Police Department with 75 years of dedicated service. He gave an honorable mention to the City Clerk's Office, which accounted for 60 years of service from two employees, the City Clerk and the former Deputy City Clerk.

He thanked all departments who assist in creating these milestones each month. Mr. Gomez then recognized the following three employees who reached service milestones for the month of January, 2026, totaling 45 years of dedicated service:

- 5 years – James Teague, Hobbs Police Department
- 15 years – Deb Corral, Finance Department
- 25 years – Paul Marquez, General Services Department

Mr. Gomez expressed gratitude to each employee for their hard work and also thanked employees' families for their support and contributions to the organization.

Mayor Sena thanked City Manager Gomez for taking the time to honor the employees of the City of Hobbs. He stated he will always support efforts to recognize staff and build morale, adding that the City Manager and his team do an excellent job in this area.

Public Comments

Ms. Becca Titus, President of United Way of Lea County, thanked the Commission and City employees for their donations to the United Way. She stated City employees pledge annually to the United Way campaign and the City of Hobbs ranks in the Top Five with 24 non-profit organizations seeking donations. She presented a plaque of appreciation to the City in achieving this goal.

Ms. Titus also expressed appreciation for the City of Hobbs and Lodgers' Tax, noting it plays a significant role in supporting community events. Ms. Titus stated the recent Martin Luther King, Jr., event was a great example of the support provided through the Lodgers' Tax. She stated the event had a strong turnout with many volunteers and served as a meaningful opportunity for the community to come together and be part of something significant to so many.

Commissioner Calderón left the meeting at approximately 6:15 p.m. to attend the Hobbs Municipal School Board Meeting.

Consent Agenda

Mayor Sena explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

Commissioner Gerth moved for approval of the following Consent Agenda item(s):

Consideration of Approval to Purchase One (1) CentraAlert Controller for the Whelan Outdoor Warning System from American Communications in the Amount of \$22,688.72

Resolution No. 7722 - Approving the Appointment of the City's Directors for Eddy-Lea Energy Alliance, LLC (ELEA)

Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Discussion

None.

Action Items

PUBLIC HEARING: Resolution No. 7723 - Regarding the Application of Black Gold Distilling, LLC, d/b/a Black Gold Distilling, 1010 West Joe Harvey Blvd., Hobbs, New Mexico, for a Spirits, Beer and Wine Wholesaler Liquor License

Ms. Ayana Estrada, Deputy City Attorney, commenced the public hearing regarding the application of Black Gold Distilling, LLC, for a wholesaler liquor license at 1010 West Joe Harvey Blvd. She stated the City first published notice of the hearing in the Hobbs News-Sun on November 21, 2025, and December 5, 2025. She stated the public hearing was continued from the Commission Meeting held on January 5, 2026, to a new date of January 20, 2026. An amended notice of hearing was published in the Hobbs News-Sun on January 11, 2026, and published on the City's website. Ms. Estrada then requested that Mr. Cody Scott, owner of Black Gold Distilling, LLC, approach the podium. She requested any other interested parties, either in favor of or opposed to the liquor license application, to come forward. No members of the audience wished to speak.

Ms. Jan Fletcher, City Clerk, administered the witness oath to Mr. Scott.

In response to questions from Ms. Estrada, Mr. Scott stated that the premises are located within 300 feet of Stone Elementary School and that a letter of no objection was received from Mr. Gene Strickland of the Hobbs Municipal Schools. In response to questions from Ms. Estrada, Mr. Scott stated that the premises are not located within 300 feet of a church or a military installation. In further response to Ms. Estrada's questions, Mr. Scott stated he is not aware of any facts or concerns that would adversely affect the public health, safety, or morals of the City of Hobbs and that he intends to comply with all statutory requirements associated with the granting of the license.

There being no discussion, Commissioner Mills moved to approve issuance of the wholesaler liquor license to Black Gold Distilling, LLC, at 1010 West Joe Harvey Blvd. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

**Resolution No. 7724 - Adopting Budgetary Adjustment #3 for Fiscal Year 2025-2026
(Deb Corral, Assistant Finance Director)**

Ms. Deborah Corral, Assistant Finance Director, requested approval of Budget Adjustment No. 3 for FY 2025-2026. She explained the adjustment and stated it would reduce the General Fund reserve from 34% to 32%. The proposed adjustment includes an increase of \$4,737,250.00 in revenue and an increase of \$6,669,594.82 in expenditures. Ms. Corral further stated the adjustment includes a significant transfer from the General Fund to Fund 640, the medical insurance fund. This transfer corrects prior incorrect charges to the City related to the employer's share of

health insurance costs and adjusts the cash balance in the medical insurance fund accordingly. The resulting ending cash balance is \$104,536,282.66.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7724 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7725 - Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 2026

Mr. Toby Spears, Finance Director, reported that on January 14, 2026, the Lodger's Tax did not meet due to a lack of quorum. Requests from that meeting are being brought before the Commission for consideration. He stated Lodger's Tax revenues are currently trending at approximately \$157,000.00 per month and the majority of the event requests related events are non-profit in nature.

	Request Description	Amount Requested	Lodgers' Tax Board Recommendation
1	City of Hobbs - CORE <ul style="list-style-type: none">• Downtown Slam and Jam – Gus Macker (April 25 and 26, 2026)	\$12,340.00	\$0.00
2	United Way of Lea County <ul style="list-style-type: none">▪ Reading Under the Lights (April 17, 2026)	\$10,725.00	\$0.00
3	Hobbs Airfield Speedway <ul style="list-style-type: none">▪ Flashlight Cash Days (March 20 and 21, 2026)	\$4,700.00	\$0.00
4	Hobbs USSSA <ul style="list-style-type: none">▪ Appreciation Tournament (February 21 and 22nd, 2026)▪ March Madness (March 14 and 15, 2026)▪ Blind as a Bat Umpire Tourney (March 28 and 29, 2026)▪ Angel for Autism Arena Play Tourn. (April 11 and 12, 2026)▪ Hobbs SuperSlam NIT. (April 25 and 26, 2026)		
		\$5,000.00	\$0.00
		\$9,000.00	\$0.00
		\$5,000.00	\$0.00
		\$5,000.00	\$0.00
		\$10,500.00	\$0.00
		\$34,500.00	\$0.00
TOTAL			

5	Hobbs Hispano Chamber of Commerce • Dia Del Nino Festival-Child Day Fest (April 25, 2026) • Cinco De Mayo Festival (May 2, 2026) TOTAL		
		\$22,408.00	\$0.00
		<u>\$24,990.00</u>	<u>\$0.00</u>
		\$47,398.00	\$0.00
	TOTAL	\$109,663.00	\$0.00

City staff recommends the following allocations in the total amount of \$109,663.00:

- City of Hobbs - CORE - \$12,340.00
- United Way of Lea County - \$10,725.00
- Hobbs Airfield Speedway - \$4,700.00
- Hobbs USSSA - \$34,500.00 (5 events)
- Hobbs Hispano Chamber of Commerce - \$47,398.00 (2 events)

There being no discussion, Commissioner Penick moved to approve Resolution No. 7725 in the amounts as recommended. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of a Contract with RT Electric, Inc. to Install Signal Equipment at Dal Paso & Clinton through a State Price Agreement No. 30-80500-22-16991

Mr. Anthony Henry, City Engineer, requested consideration of a contract with RT Electric, Inc., to install signal equipment at Dal Paso and Clinton. He stated the proposed contract is in the amount of \$314,514.57 for the replacement of the traffic signal at the intersection of Dal Paso and Clinton. He explained the project is funded through a Municipal Arterial Program (MAP) grant administered by the New Mexico Department of Transportation pursuant to Resolution No. 7209. The total MAP grant amount is \$635,000.00 with NMDOT funding 75% and the City of Hobbs funding 25%, equating to \$476,250.00 from NMDOT and \$158,750.00 from the City.

There being no discussion, Commissioner Penick moved to approve the contract with RT Electric, Inc., as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, and Sena yes. The motion carried. Copies of supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Commissioner Smith asked the public to stay warm and cover their outdoor water faucets during the freezing cold weather temperatures.

Commissioner Penick thanked everyone for their attendance, with special recognition to the Finance Department. He expressed appreciation for their efforts in helping the City continue to operate smoothly and remain on track financially.

Commissioner Fields thanked Ms. Deborah Corral for her 15 years of service to the City. He also commented on the Martin Luther King, Jr., event held over the weekend, thanking Ms. Becca Titus, Mr. Joe Cotton, and others who participated in the distribution of food boxes. He stated a combined church service was held on Sunday, at which he served as the keynote speaker and spoke about walking with God. Mr. Fields further acknowledged City staff members who accompanied him on Monday during the march in cold weather, expressing his appreciation for their support. He concluded by stating Dr. King exemplified love and chose to love as God calls us to love, and that living by this principle would make the community a better place.

Mayor Sena thanked City staff and members of the public for attending and participating in the Martin Luther King, Jr., event over the weekend. He stated he is praying for former City Commissioner Cynthia Calderon, the predecessor of Commissioner Mills, following the recent passing of her husband, Mr. Nick Calderon, and expressed his support for the Calderon family.

Mayor Sena also acknowledged two young student leaders in attendance at the meeting, Ms. Olivia Kamplain and Ms. Vivian Kamplain, describing them as among the most extraordinary student leaders he has encountered. He noted both students are home-schooled. Each spoke about the goals they hope to achieve in the coming years. Mayor Sena stated he is honored to have them both in the community and grateful for their attendance tonight.

Mr. Gomez reminded the public of a freeze alert in effect from Friday, January 23, 2026, through Sunday, January 25, 2026, during which time temperatures are expected to drop below freezing. He stated the storm may include ice, snow and very cold wind chills. Mr. Gomez recommended residents to remain indoors as much as possible and limit travel during this period. He stated City staff, including the Street Department and the Parks and Open Spaces Department, will be actively maintaining City streets. He also advised residents to secure and insulate outdoor water faucets and address any leaks to prevent freezing and potential damage to the water system.

Mr. Gomez stated a warming station will be open from 7:00 p.m. to 7:00 a.m. at Isaiah's Soup Kitchen with doors locking at 10:00 p.m. for safety purposes. He stated any individuals interested in volunteering or donating snacks and beverages may contact Tabitha at (575) 552-2282.

Lastly, Mr. Gomez stated the 57th Legislative Session began today and lawmakers have been actively pre-filing bills. He stated as of one week ago, a total of 188 bills, including memorials and resolutions, had been pre-filed, many of which are duplicative of legislation introduced in prior sessions. He explained this is a 30-day session and emphasized the importance of staff remaining aware of legislation that may impact the City of Hobbs. Mr. Gomez stated the City is represented by two lobbying firms, Cambiar Consulting and Otero Consulting. He encouraged staff to share any information on legislation that may benefit the organization or the community so the City can coordinate with its lobbyists in Santa Fe.

Mayor Sena stated that he appreciates Mr. Gomez and the Finance team for closely monitoring these bills as they are important. He stated grants and partnerships secured in the past have helped stretch dollars further and provided valuable time. With the passage of HB6, the Commission has been extraordinary in rethinking the budget and maximizing every dollar. He stated this will continue to be reviewed throughout the session and the Commission will need to continue to make sound, collaborative decisions.

ADJOURNMENT

There being no further business or comments, Commissioner Mills moved the meeting adjourn. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Sena yes. The motion carried and the meeting adjourned at 6:40 p.m.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor

Hobbs, New Mexico

PROCLAMATION

WHEREAS, United Way of Lea County is a nonprofit organization dedicated to improving lives and strengthening the community by mobilizing the caring power of individuals, businesses, and organizations; and

WHEREAS, United Way of Lea County works to advance health, education, financial stability, and basic needs for individuals and families throughout Lea County; and

WHEREAS, the 2-1-1 system is a free, confidential, and easy-to-remember service that connects individuals and families to critical health and human service resources, including food assistance, housing support, utility assistance, healthcare, mental health services, and crisis intervention; and

WHEREAS, 2-1-1 serves as a vital community resource, access to trained specialists who assist residents in navigating available services during times of need; and

WHEREAS, United Way of Lea County operates and supports the 2-1-1 system as the community's central access point for information, referrals, and coordinated care among local nonprofit organizations and public agencies; and

WHEREAS, increasing awareness of 2-1-1 ensures that individuals and families know where to turn for help, promoting dignity, stability, and resilience throughout the City of Hobbs and Lea County; and

WHEREAS, in Hobbs, New Mexico, and encourage all residents, businesses, and community partners to recognize the importance of the 2-1-1 system and to support efforts that connect individuals and families to the help they need; and

NOW, THEREFORE, I, Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the February 11th, 2026, as

“2-1-1 DAY”

In Hobbs, New Mexico, and encourage all residents, businesses, and community partners to recognize the importance of the 2-1-1 system and to support efforts that connect individuals and families to the help they need.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of February, 2026, and cause the seal of the City of Hobbs to be affixed hereto.



JONATHAN SENA, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
February 2, 2026

SUBJECT: Resolution No. 7726 - Authorizing the Mayor to Make Appointments to the Public Library Board

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 1/20/2026

SUBMITTED BY: Julie Nymeyer, Executive Assistant

Summary:

The Mayor recommended appointing Stetson C. Bryant to fill the vacant position of Julie McGuinness on the Library Board.

Fiscal Impact:

None.

Attachments:

Reso - Appointment to Library Board

Recommendation:

Approve the Resolution.

Approved By:

Manny Gomez, City Manager	01/21/2026
Toby Spears, Finance Director	01/22/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	01/22/2026
Manny Gomez, City Manager	01/23/2026

CITY OF HOBBS

RESOLUTION NO. 7726

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE APPOINTMENTS TO
THE CITY OF HOBBS ADVISORY BOARDS

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make appointments to the following:

LIBRARY BOARD (Two-year terms expiring March 31, 2028)
Stetson C. Bryant is appointed to fill a vacancy for Julie McGuinness

PASSED, ADOPTED AND APPROVED this 2nd day of February, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
February 2, 2026

SUBJECT: Resolution No. 7727 - Approving a Related Party Contract with Watson Truck and Supply, Inc.

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 1/22/2026

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The City of Hobbs has a need to procure services from a certified dealership for International, Navistar, Cummins and Allison engines in order to maintain and repair City fleet. The Garage Dept. received three written quotes from qualified companies for an estimated 350 hours of service repair labor. The quoted amounts are as follows:

Watson Truck & Supply	\$61,539.84
Roberts Truck Center	\$75,803.13
Border International Trucks	\$86,240.00

The recommendation is to award a contract to Watson Truck & Supply as they are located in Hobbs and are the low bidder. To comply with the City of Hobbs Procurement ordinance and governmental conduct act, the following procedure must be followed:

4. If a conflict of interest arises with an employee/elected official, any future goods or services provided by the related party shall be subject to a competitive process and disclosed at a future City Commission meeting.
 - a. A competitive process is defined as written quotes with a minimum of three (3) vendors. The dollar amount threshold for the written quotes is one thousand dollars (\$1,000.00) to seventy five thousand dollars (\$75,000.00). The recommended vendor, if an employee or elected official, shall require disclosure at a City Commission meeting.

Fiscal Impact:

010420-42403 Machine Repair and Maintenance current budget \$95,130.55

Attachments:

Resolution - Related Party Watson 2026

3 Quotes for 350 hours of labor for International Dealerships 2026

Recommendation:

Motion to approve the resolution

Approved By:

Shelia Baker, General Services Director

01/22/2026

Toby Spears, Finance Director	01/22/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	01/22/2026
Manny Gomez, City Manager	01/23/2026

CITY OF HOBBS

RESOLUTION NO. 7727

A RESOLUTION APPROVING A RELATED PARTY CONTRACT WITH
WATSON TRUCK & SUPPLY

WHEREAS, District 1 City Commissioner R. Finn Smith has, upon his appointment to the position, alerted the City of Hobbs that he has a substantial financial interest in Watson Truck & Supply in Hobbs, New Mexico; and

WHEREAS, the City received three written quotes and wishes to contract with Watson Truck & Supply; and

WHEREAS, Watson Truck & Supply has provided service to the City of Hobbs' heavy equipment for over a decade, a business relationship that predates the appointment of Commissioner Smith as District 1 City Commissioner; and

WHEREAS, pursuant to NMSA 1978, § 10-16-1, et seq., and Hobbs Municipal Code Section 2.01.050, the City Commission, with an abstention from any related Commissioner, should consider whether or not the contract is in the best interest of the City of Hobbs; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Commission, with the abstention of the related Commissioner, approves a contract with Watson Truck & Supply in Hobbs, New Mexico.

PASSED, ADOPTED AND APPROVED this 2nd day of February, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

January 2, 2026



TELEPHONE (575) 397-2411 • P.O. BOX 10 • HOBBS, NEW MEXICO 88241

Eddie,

Watson truck & Supply provides the following services,

Factory trained technicians on all Navistar products.

Programming support for medium duty trucks, heavy duty trucks, and school buses.

Trained Allison technicians for 1000/2000, 3000/4000, on highway transmissions, 5/6000, and 8/9000 off highway transmission.

Programming support for both on highway, and off highway Allison transmission.

Factory trained Cummins engine Technicians.

Programming support for Cummins Engine products.

3.5-million-dollar parts inventory for Navistar, Cummins, and Allison product lines we support, all makes truck parts.

An International medium-duty, and heavy-duty truck dealership, featuring both new and used trucks.

A complete fab shop featuring oilfield truck bodies, lift gate repair, truck crane repairs, suspensions repairs, truck body repairs.

Labor rate per hour is \$165.00

Business hours for service is M-F 7:00am-5:00pm, Sat. 7:00am-12:00pm

Business hours for parts is M-F 7:00am-6:00pm, Sat. 7:00am-12pm

Call out service provided for both parts and service.

Serving Your Transportation and Well Servicing Needs

INTERNATIONAL • HOPPER

CUSTOMER: CITY OF HOBBS

MAKE/MODEL:

VIN:

MILL PAGE

PHONE / FAX #:



1501 N. GRIMES
HOBBS, NEW MEXICO 88240
(505) 397-2411

ESTIMATE

— NOT A BID —

DIDN'T KNOW ABOUT TAX

SHOP CHARGE

TAX	\$3,789.84
OTAL	\$61,539.84

— NOTICE —

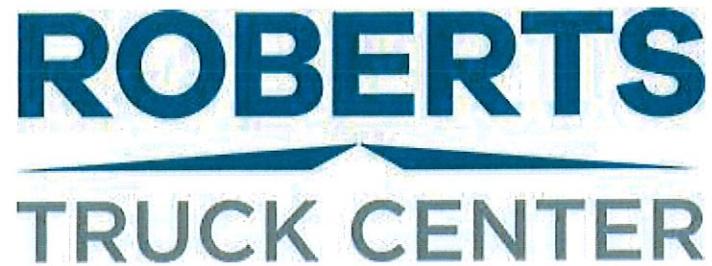
NOTICE

This ESTIMATE is based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started damaged or broken parts are discovered which are not evident on the first inspection. This company assumes no liability for any delays caused by parts shipments. Prices are subject to change without notice and are subject to additional charges for freight. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY SELLER FOR THESE PRODUCTS.

BY: _____

WATSON TRUCK & SUPPLY, INC.

DATE



January 6, 2026

Good afternoon:

Roberts Truck Center, Lubbock is an OEM dealership for International, Cummins, Kenworth & Paccar. We can complete engine, transmission & chassis repairs. We do not work on trailers. If the occasion arises for bodywork needed, we sublet those. Please reach out to our service department with any questions at lubservice@robertstruck.com

Thank you,

Gracie Borjas

Warranty Clerk

Office: 806-763-8213

4510 Avenue A, Lubbock, TX 79404

www.robertstruck.com

ROBERTS TRUCK CENTER

4510 AVENUE A - LUBBOCK, TX 794043434

Phone: (1) 806-7638213 - Fax: (1) 806-7445213

Estimate Number: 5024154 - RO Number: N/A

Service Writer: Gracie Borjas - Date: 1/6/2026 3:42 PM (C)

Currency: USD

Unit No:

Hobbs, City Of

VIN: 1HTWNAZR29J159647

Model: 7500 SBA 6X4

Engine: MAXXFORCE 10 350HP/2200 GOV

Make: International Year: 2009

Delivered: 12/29/2008

In Service: 17 Years 0 Months

Mileage: 0 Eng Hrs: 0 License Plate:

Recall/AFC: No

Contact Name: Edward Trevino

Position: primary

Phone: (575) 397-9200

E-Mail: etrevino@hobbsnm.org

PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
PRICING FOR 350 HOURS LABOR	\$70,000.00	\$0.00	\$0.00	\$70,000.00

Notes: [1/6/2026 3:42 PM] - Dealer: REQUEST FOR 300 HOURS LABOR WITH TAX. OEM SERVICE ON INTERNATIONAL, CUMMINS, KENWORTH, PACCAR, CAT & EATON

Summary	
Parts:	\$0.00
Core:	\$0.00
Labor:	\$70,000.00
Shop:	\$250.00
Tax:	\$5,533.13
Haz. Waste:	\$20.00
TOTAL:	\$75,803.13

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY _____
DATE: ___/___/___



Edward Trevino
Fleet Manager
City of Hobbs
1200 E. Stanolind, Rd
Hobbs NM, 88240

Dear Mr. Trevino,

Per your request I have put together a cost below for the 300 labor hours along with shop supply cost that would be incurred for this labor request. Our system calculates shop supplies as 12% of the labor cost, please see below total labor and shop supply cost.

If you have any questions, please feel free to reach out so that we may address questions or concerns you may have.

Labor Breakdown 350 hours @ 220.00 hour = \$77,000.00
Shop Supply Breakdown \$77,000.00 x 12% = \$9,240.00
Bake & Clean DPF/DOC \$250.00
Flywheel Turning \$85.00
Texas State Inspection Truck and Trailer \$40.00 each
DOT Truck or Trailer \$100.00

We provide service for the following applications:

Navistar Engines and Aftertreatment Systems
Cummins Engines and Aftertreatment Systems
Eaton Transmissions
Allison Transmissions
Hydraulic Systems
Flywheel Turning
DOT Inspections
TSI
Parts
Windshield / Glass replacements
Body Repairs
Paint

Sincerely,
ORLANDO PEREA
SERVICE MANAGER
BORDER INTERNATIONAL TRUCKS



EL PASO, TX
(915)858-4644 ext. 1053 orlando.perea@borderint.com

12283 Rojas Dr. El Paso TX 79936
P) 915-858-4644 www.borderint.com

R J BORDER INTERNATIONAL

12283 ROJAS DRIVE - EL PASO, TX 79936

Phone: (1) 915-8584644 - Fax: (1) 915-8582477

Estimate Number: 5026860 - RO Number: N/A

Service Writer: Orlando Perea - Date: 1/13/2026 12:15 AM (C)



Currency: USD

Unit No:

City of hobbs

VIN: 1HTGGAHR31H367595

Recall/AFC: No

Model: 2574 6X4

Engine: CUM ISM-320V 305HP@2100RPM

Contact Name: edward a

Make: International Year: 2000 (approx)

Position: service-primary

Delivered: 10/16/2000

Phone: (575) 631-4422

In Service: 25 Years 2 Months

E-Mail: etrevino@hobbsnm.org

Mileage: 0 Eng Hrs: 0 License Plate:

PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
LABOR	\$77,000.00	\$0.00	\$0.00	\$77,000.00

Notes: [1/13/2026 12:15 AM] - Dealer: QUOTE FOR LABOR

Summary	
Parts:	\$0.00
Core:	\$0.00
Labor:	\$77,000.00
Shop:	\$9,240.00
Tax:	\$0.00
TOTAL:	\$86,240.00

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. Estimates provided do not reflect applicable core charges. Core charges apply to any rebuildable part. A full core credit will be given if a returned core meets acceptable criteria. Customer is responsible for any core charges for cores that do NOT meet acceptable criteria. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: ___/___/___



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
February 2, 2026

SUBJECT: Resolution No. 7728 - Approving the FY 2026 2nd Quarter (December 2025) DFA Financial Report

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 1/22/2026

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

Submitting the FY2026 2nd Quarter DFA Financial report for approval by the Governing Body. The Department of Finance & Administration requires governing body approval of only the 4th quarter report. However, it recommends that all quarterly reports be approved by the local governing body.

Fiscal Impact:

The ending cash balance represents actual revenue collected and expenditure activity from 07/01/2025-12/31/2025

Actual Ending Cash Balance at 12/31/2025 for all funds (restricted & unrestricted)	\$207,023,089.95
City of Hobbs year to date Revenue	\$83,529,253.80
City of Hobbs year to date Expense	\$73,410,320.30

Attachments:

DFA Quarterly Report Resolution
Cash Report - Dec 2025
Lgbms recap -Dec 2025

Recommendation:

Motion to approve the resolution.

Approved By:

Toby Spears, Finance Director	01/26/2026
Toby Spears, Finance Director	01/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	01/26/2026
Manny Gomez, City Manager	01/26/2026



CITY OF HOBBS

RESOLUTION NO. 7728

A RESOLUTION APPROVING THE FY2026
DFA 2nd QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico only requires the 4TH Quarter DFA Financial Report to be approved annually, however, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ending December 31, 2025 was \$207,023,089.95 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2026 crosswalk the amounts to the DFA 2nd Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced 2nd Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 2nd day of February, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
12/31/2025

		Beginning Cash	FY25	Actual Cash	FY25	Balance Sheet	Ending Cash
		July 1, 2024	Revenues	Transfers	Expenditures	Adjustments	12/31/25
11000	001 GENERAL	97,998,282.07	43,681,213.87	(13,154,076.52)	37,314,286.23	(1,495,560.56)	92,706,693.75
29900	002 LAND ACQUISITION	825,074.11	727,704.60	-	-	-	1,552,778.71
	General Fund Subtotal	98,823,356.18	44,408,918.47	(13,154,076.52)	37,314,286.23	(1,495,560.56)	94,259,472.46
20100	110 LOCAL GOV CORR	531,650.69	32,410.54	-	101,829.53	-	462,231.70
21100	120 POLICE PROTECTION	83,505.95	185,000.00	-	66,715.54	(749.00)	202,539.41
29900	130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	-	1,918.75
21700	160 HWLC	1,000.00	940,533.38	1,592,119.60	2,551,474.53	(18,821.55)	1,000.00
21900	170 OLDER AMERICAN	1,000.00	89,755.18	517,288.79	610,985.77	(3,941.80)	1,000.00
51800	180 GOLF	1,000.00	558,792.26	724,556.99	1,288,804.64	(5,455.39)	1,000.00
50600	190 CEMETERY	1,000.00	79,984.07	389,984.37	476,559.23	(6,590.79)	1,000.00
50400	200 AIRPORT	1,126,591.84	142,915.55	-	888.91	(44.98)	1,268,663.46
30300	210 LEGISLATIVE APPROP	1,000.00	2,850,996.79	-	916,862.01	1,119,241.67	815,893.11
21800	220 INTERGOVERNMENTAL GRANTS	11,521,760.12	250,000.00	-	787,308.99	-	10,984,451.13
21400	230 LODGERS' TAX	2,089,032.25	968,660.71	(387,048.68)	482,232.39	-	2,188,411.89
27000	240 LG Abatement Fund (Opioid)	724,280.49	137,267.32	-	-	-	861,547.81
28000	250 Cannabis Regulation Act Fund	2,701,457.32	535,735.34	-	13,497.31	-	3,223,695.35
29900	270 PUBLIC TRANSPORTATION	1,000.00	235,450.50	317,175.45	524,283.67	28,342.05	1,000.23
20900	280 FIRE PROTECTION	2,218,538.93	479,366.92	-	501,729.60	-	2,196,176.25
20600	290 EMER MEDICAL SERV	3,659.62	60,000.00	-	9,206.82	(516.06)	54,968.86
21200	300 2022 Retention LER	(0.00)	-	-	-	-	(0.00)
29900	310 LEDA	3,293,275.36	-	-	32,553.18	-	3,260,722.18
21220	320 2023 Recruitment LER	-	187,500.00	-	71,426.05	-	116,073.95
20110	330 CORRECTION RECRUITMENT	32,778.79	-	-	71,364.87	(38,586.08)	-
20910	340 FIREFIGHTER RECRUITMENT	-	168,750.00	-	60,094.83	-	108,655.17
	Special Revenue Subtotals	24,334,450.11	7,903,118.56	3,154,076.52	8,567,817.87	1,072,878.07	25,750,949.25
30200	370 COMM DEVE CONST	125,569.30	-	-	-	-	125,569.30
39900	460 BEAUTIFICATION IMPROVEMENT	1,510,932.35	1,500,000.00	-	66,121.79	-	2,944,810.56
39900	470 CAPITAL IMPROVEMENT FUND	-	-	10,000,000.00	-	-	10,000,000.00
21600	480 STREET IMPROVEMENTS	5,949,512.40	525,926.33	-	515,707.64	(3,695.59)	5,963,426.68
39900	490 CITY COMM. IMPROVEMENTS	14,366,957.04	1,596,838.76	(13,561.72)	37,215.87	-	15,913,018.21
	Capital Project Subtotals	21,952,971.09	3,622,765.09	9,986,438.28	619,045.30	(3,695.59)	34,946,824.75
40400	510 UTILITY BOND	-	-	151,738.88	151,738.88	-	-
40400	530 2005 WASTEWATER BOND ISSU	1,989,842.96	-	1,921,489.12	1,921,489.12	-	1,989,842.96
	Debt Service Subtotals	1,989,842.96	-	2,073,228.00	2,073,228.00	-	1,989,842.96
50200	100 SOLID WASTE	3,130,926.04	4,947,495.12	-	4,865,220.31	(771,908.69)	3,985,109.54
39900	440 JOINT UTILITY EXTENSIONS CAPIT	1,000.00	-	13,561.72	13,561.72	-	1,000.00
50100	600 JOINT UTILITY	1,000.00	-	3,689,754.93	3,695,526.84	(5,771.91)	1,000.00
50100	610 JOINT UTILITY CONST	1,000.00	-	2,562,597.14	2,574,958.39	(12,361.25)	1,000.00
50300	620 WASTE WATER PLANT CONST	4,279,584.05	-	-	2,552,832.49	-	1,726,751.56
50300	630 JOINT UTILITIY - WASTEWATER	1,000.00	-	2,063,362.76	2,113,434.91	(50,072.15)	1,000.00
50300	650 JOINT UTILITIY INCOME - WASTE	15,546,104.12	4,940,451.61	(3,984,851.88)	18,607.65	(2,500.00)	16,485,596.20
50100	660 JOINT UTILITY INCOME	10,682,254.30	7,175,457.28	(6,404,090.95)	-	33.69	11,453,586.94
50100	680 METER DEPOSIT RES	1,896,574.16	166,753.12	-	46,727.03	-	2,016,600.25
69900	690 INTERNAL SUPPLY	85,253.99	122,123.37	-	133,451.43	-	73,925.93
	Utility Subtotals	35,624,696.66	17,352,280.50	(2,059,666.28)	16,014,320.77	(842,580.31)	35,745,570.42
69900	640 MEDICAL INSURANCE	1,313,879.19	5,030,012.34	-	3,297,964.57	(334,130.37)	3,380,057.33
69900	670 WORKERS COMP TRUST	1,344,414.48	424,370.31	-	392,322.37	-	1,376,462.42
69900	740 INSURNACE - RISK	3,593,320.53	2,525,459.15	-	2,603,586.15	-	3,515,193.53
	Internal Service Subtotal	6,251,614.20	7,979,841.80	-	6,293,873.09	(334,130.37)	8,271,713.28
79900	700 MOTOR VEHICLE	9,881.86	1,677,731.76	-	1,685,682.71	1,285.00	645.91
79900	710 MUNI JUDGE BOND FUND	110,452.33	-	-	-	(469.00)	110,921.33
79900	720 RETIREE HEALTH INSURANCE TRL	5,872,175.43	577,180.39	-	839,551.56	1,548.99	5,608,255.27
79900	730 CRIME LAB FUND	72,171.05	1,272.00	-	1,542.00	-	71,901.05
79900	750 FORECLOSURE TRUST FUND	71.88	-	-	-	-	71.88
79900	770 LIBRARY TRUST	5,717.15	518.61	-	-	-	6,235.76
79900	780 SENIOR CITIZEN TRUST	5,725.94	330.00	-	-	-	6,055.94
79900	790 PRAIRIE HAVEN MEM	6,731.98	163.37	-	-	-	6,895.35
79900	800 COMMUNITY PARK TRUST	1,800.76	43.71	-	-	-	1,844.47
79900	820 EVIDENCE TRUST FUND	223,852.13	4,378.08	-	-	-	228,230.21
79900	830 HOBBS BEAUTIFUL	16,870.89	404.29	-	402.59	-	16,872.59
79900	860 CITY AGENCY TRUST	1,050.08	307.17	-	570.18	-	787.07
	Trust & Agency Subtotals	6,326,501.48	2,262,329.38	-	2,527,749.04	2,364.99	6,058,716.83
	GRAND TOTAL ALL FUNDS	195,303,432.68	83,529,253.80	(0.00)	73,410,320.30	(1,600,723.77)	207,023,089.95

State of New Mexico Local Government Budget Management System (LGBMS)

Report Recap - Hobbs (City) - FY2026 Q2

Printed from LGBMS on 2026-01-26 13:23:12

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	97,998,282.07	0.00	43,681,214.10	-13,154,076.75	37,314,286.23	0.00	91,211,133.19	3,109,523.85	88,101,609.34
20100 Corrections	531,650.69	0.00	32,410.54	0.00	101,829.53	0.00	462,231.70	0.00	462,231.70
20120 FY26-50% Corrections Recruitment Fund (Year 2)	32,778.79	0.00	0.00	0.00	71,364.87	0.00	-38,586.08	0.00	-38,586.08
20600 Emergency Medical Services	3,659.62	0.00	60,000.00	0.00	9,206.82	0.00	54,452.80	0.00	54,452.80
20900 Fire Protection	2,218,538.93	0.00	479,366.92	0.00	501,729.60	0.00	2,196,176.25	0.00	2,196,176.25
20920 FY26-50%-Firefighter Recruitment Fund (Year 2)	0.00	0.00	168,750.00	0.00	60,094.83	0.00	108,655.17	0.00	108,655.17
21100 Law Enforcement Protection	83,505.95	0.00	185,000.00	0.00	66,715.54	0.00	201,790.41	0.00	201,790.41
21222 Law of FY25 Recruitment-LER-(YEAR 3)	0.00	0.00	187,500.00	0.00	71,426.05	0.00	116,073.95	0.00	116,073.95
21400 Lodgers' Tax	2,089,032.25	0.00	968,660.71	-387,048.68	482,232.39	0.00	2,188,411.89	0.00	2,188,411.89
21600 Municipal Street	5,949,512.40	0.00	525,926.33	0.00	515,707.64	0.00	5,959,731.09	0.00	5,959,731.09
21700 Recreation	1,000.00	0.00	940,533.38	1,592,119.60	2,551,474.53	0.00	-17,821.55	0.00	-17,821.55
21800 Intergovernmental Grants	11,521,760.12	0.00	250,000.00	0.00	787,308.99	0.00	10,984,451.13	0.00	10,984,451.13
21900 Senior Citizens	1,000.00	0.00	89,755.18	517,288.79	610,985.77	0.00	-2,941.80	0.00	-2,941.80
27000 LG Abatement Opioid Fund	724,280.49	0.00	137,267.32	0.00	0.00	0.00	861,547.81	0.00	861,547.81
28000 Cannabis Regulation Act	2,701,457.32	0.00	535,735.34	0.00	13,497.31	0.00	3,223,695.35	0.00	3,223,695.35
29900 Other Special Revenue	4,121,268.22	0.00	963,154.87	317,175.68	556,836.85	0.00	4,844,761.92	0.00	4,844,761.92
30200 CDBG (HUD) Project	125,569.30	0.00	0.00	0.00	0.00	0.00	125,569.30	0.00	125,569.30
30300 State Legislative Appropriation Project	1,000.00	0.00	2,850,996.79	0.00	916,862.01	0.00	1,935,134.78	0.00	1,935,134.78
39900 Other Capital Projects	15,878,889.39	0.00	3,096,838.76	10,000,000.00	116,899.38	0.00	28,858,828.77	0.00	28,858,828.77
40400 NMFA Loan Debt Service	1,989,842.96	0.00	0.00	2,073,228.00	2,073,228.00	0.00	1,989,842.96	0.00	1,989,842.96
50100 Water Enterprise	12,580,828.46	0.00	7,342,210.40	-151,738.88	6,317,212.26	0.00	13,454,087.72	0.00	13,454,087.72
50200 Solid Waste Enterprise	3,130,926.04	0.00	4,947,495.12	0.00	4,865,220.31	0.00	3,213,200.85	0.00	3,213,200.85

50300 Wastewater/Sewer Enterprise	19,826,688.17	0.00	4,940,451.61	-1,921,489.12	4,684,875.05	0.00	18,160,775.61	0.00	18,160,775.61
50400 Airport Enterprise	1,126,591.84	0.00	142,915.55	0.00	888.91	0.00	1,268,618.48	0.00	1,268,618.48
50600 Cemetery Enterprise	1,000.00	0.00	79,984.07	389,984.37	476,559.23	0.00	-5,590.79	0.00	-5,590.79
51800 Golf Course Enterprise	1,000.00	0.00	558,792.26	724,556.99	1,288,804.64	0.00	-4,455.39	0.00	-4,455.39
69900 Other Internal Service	6,336,868.19	0.00	8,101,965.17	0.00	6,427,324.52	0.00	8,011,508.84	0.00	8,011,508.84
79900 Other Trust & Agency	6,326,501.48	0.00	2,262,329.38	0.00	2,527,749.04	0.00	6,061,081.82	0.00	6,061,081.82
Totals	195,303,432.68	0.00	83,529,253.80	0.00	73,410,320.30	0.00	205,422,366.18	3,109,523.85	202,312,842.33



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
February 2, 2026

SUBJECT: Resolution No. 7729 - Authorizing a Memorandum of Agreement to the Current Collective Bargaining Agreement between the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No. 9

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 1/23/2026

SUBMITTED BY: Nicholas Goulet, HR Director

Summary:

The City of Hobbs Commission authorized the original Collective Bargaining Agreement (CBA) between the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No.9 via Resolution #7197 on May 2, 2022, with a term ending date of June 30, 2025. This original CBA was then modified through Resolution #7573 on December 2, 2024.

Resolution #7573 extended the term dates of the original CBA to expire on June 30, 2027, and it provided bargaining members with an 11% compensation increase as Articles 6 and 28 were modified from the original agreement.

The City of Hobbs and the Fraternal Order of Police negotiated this current proposed Memorandum of Agreement to the Collective Bargaining Agreement to modify several articles within the agreement. Modifications to Article 28 (Term of Agreement) include a new term ending date of June 30, 2028, which extends the current expiration date of the agreement by one full year. Modifications to Article 6 (Compensation and Benefits) include a compensation increase for all bargaining members of 18% which adjusts for compression concerns within the rank structure. Modifications to Article 8 (Overtime) include the removal of Personal Time Off (PTO) counting towards a bargaining member's overtime calculation. Finally, modifications to Article 23 (Filling of Vacancies) will remove language that previously stated preference will be given to a current Sergeant based on seniority when filling a new or vacant position. The proposed memorandum would become effective on February 15, 2026, if so approved by the City Commission.

Fiscal Impact:

The budget impact is estimated at \$252,114 for salary and benefits. (Annualized). The amount was previously approved in November 2025 when the City implemented the increase for the HPOA CBA.

Attachments:

City of Hobbs and FOP - MOA - Resolution 02-02-2026

MOA - FOP - Sgt. Union - Final Signed - 01-29-2026

Reso No. 7573 - CBA with Fraternal Order of Police 12-2-24

Reso No. 7197 - CBA Police Sgts. FOP Lodge No. 9 2022-2025

Recommendation:

Approve the Memorandum of Understanding with the Fraternal Order of Police, Lea County Lodge No. 9.

Approved By:

Manny Gomez, City Manager	01/26/2026
Toby Spears, Finance Director	01/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	01/26/2026
Manny Gomez, City Manager	01/26/2026

CITY OF HOBBS

RESOLUTION NO. 7729

A RESOLUTION AUTHORIZING AN AMENDED COLLECTIVE BARGAINING AGREEMENT
WITH THE FRATERNAL ORDER OF POLICE, LEA COUNTY LODGE NO.9.

WHEREAS, pursuant to the New Mexico Public Employee Bargaining Act (PEBA), the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No.9 had previously entered into a Collective Bargaining Agreement for the initial term of July 1, 2022 through June 30, 2025; and

WHEREAS, the City of Hobbs Commission authorized the Collective Bargaining Agreement via Resolution #7197 on May 2, 2022; and

WHEREAS, the parties previously agreed to amend the Collective Bargaining Agreement on December 2, 2024 through Resolution #7573 with amendments to Article 6 and Article 28 adjusting compensation levels while also extending the term date to June, 30, 2027; and

WHEREAS, the parties have now agreed to enter into an amendment of the Collective Bargaining Agreement only as to Article 6, Article 8, Article 23, and Article 28; and

WHEREAS, the proposed amendment to Article 28, Term of Agreement, extends the term date, and set a new term ending date of the Collective Bargaining Agreement to June 30, 2028; and

WHEREAS, the proposed amendment to Article 6, Compensation and Benefits, provides an 18% increase to all Sergeants in the Fraternal Order of Police, Lea County Lodge No.9; and

WHEREAS, the proposed amendment to Article 8, Overtime, includes removing paid time off (PTO) as hours worked for the purposes of calculating overtime; and

WHEREAS, the proposed amendment to Article 23, Filling of Vacancies, includes the removal of language designating the filling of vacancies by seniority preference; and

WHEREAS, the City of Hobbs and the Union negotiated the proposed amendment to the

Collective Bargaining Agreement (CBA) on January 30, 2026, and the proposed amendment to the CBA is attached hereto; and

WHEREAS, the proposed Collective Bargaining Agreement Memorandum of Agreement will become effective on February 15, 2026; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement Memorandum of Agreement with the Fraternal Order of Police, Lea County Lodge No. 9.

PASSED, ADOPTED AND APPROVED this 2nd day of February, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF HOBBS AND
FRATERNAL ORDER OF POLICE, LEA COUNTY LODGE NO. 9**

This Memorandum of Agreement (MOA) is entered into between the City of Hobbs (City) and the Fraternal Order of Police, Lea County Lodge No. 9, as representatives of the employees in the Police Sergeants Bargaining Unit.

WHEREAS, the City desires to provide a wage increase for bargaining unit employees effective February 15, 2026.

WHEREAS, the parties agree to revise the collective bargaining agreement Article 6, Sections 6.01 and 6.03 in Compensation and Benefits, Article 8, Overtime, Article 23, Section A. in Filling of Vacancies, and Article 28, Term of Agreement, as set forth herein.

WHEREAS, the Parties are authorized to enter into written Memoranda of Agreement during the term of the CBA.

NOW, THEREFORE, the Parties agree to the following:

- I. EFFECTIVE DATE:** The Parties agree that, so long as both Parties sign this MOA, the “effective date” is the date that the last Party executes this MOA.
- II. TERM OF MOA.** This MOA is a one-time MOA which shall be considered fulfilled upon implementation of the increases set forth in Section III. This MOA creates no future expectation or precedent beyond the terms of this MOA. There shall be no other negotiations during Fiscal Years 2026 and 2027 except as mutually agreed to in writing by the parties.

III. TERMS PERTAINING TO IMPLEMENTATION.

- A. The parties have agreed to revise Article 6, Sections 6.01 and 6.03 as follows, contingent upon signature of this MOA by both parties by January 30, 2026, as follows:

Section 6.01: Each employee covered by the terms of this Agreement shall be paid in accordance with the written job description, and grade and step salary schedule for his/her job classification and in addition Incentive Pay outlined in this agreement effective July 1, 2022.

Section 6.03: The parties agree to the adoption of a “Step Plan” to govern compensation of Employees. The agreement shall be for three years as outlined herein.

There shall be adopted a five (5) step plan. There shall be adopted three percent (3%) increase per step.

The steps shall be set forth as follows:

(Replace existing table with the following):

Sergeant Step Pay Plan February 15, 2026, through June 30, 2028		
Step	Hourly Rate	Explanation of Base Salary/Step Increase
Base Salary	\$49.77	Applies to all newly hired/promoted sergeants
Step One	\$52.04	Applies to sergeants with at least one (1) year time in rank
Step Two	\$53.60	Applies to sergeants with at least two (2) years' time in rank
Step Three	\$55.21	Applies to sergeants with at least three (3) years' time in rank
Step Four	\$56.86	Applies to sergeants with at least four (4) years' time in rank
Step Five	\$58.58	Applies to sergeants with at least five (5) years' time in rank

Steps outlined herein shall be achieved on the employee's promotion date to sergeant and shall be paid on the first full pay period following the employee's promotion date.

B. The parties have agreed to revise the first paragraph of Article 8 as follows:

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

C. The parties have agreed to revise Article 23, Section A. as follows:

A. ~~If the Police Department chooses to fill a vacant sergeant position or new sergeant position, current sergeants will be given preference based on seniority.~~ A notice of the opening shall be posted and communicated via departmental email and electronically via the City-sponsored recruitment site. Any employee who desires to fill the posted position shall apply.

D. The parties have agreed to revise Article 28 as follows:

The term of this Agreement shall continue in full force and effect through June 30, 2027~~2028~~. Either party may request the opening of negotiations for a successor agreement by filing written notice with the other party during the month of March 2028.

E. **FREELY AND VOLUNTARILY ENTERED.** This MOA has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promise or understanding except as expressly provided herein.

F. **MOA CREATES NO THIRD-PARTY BENEFITS.** By entering into this MOA, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOA or to seek to enforce this MOA as a third-party beneficiary of this MOA.

G. **NO FURTHER AGREEMENT.** This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOA.

H. **SEVERABILITY.** In case any one or more of the provisions contained in this MOA or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

I. **ELECTRONIC SIGNATURES.** The Parties agree that the MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, each party has executed this agreement on the date indicated by the signature.

City of Hobbs

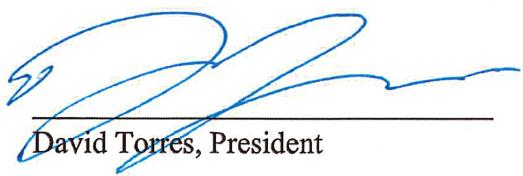


Manny Gomez, City Manager

Date

1-29-2026

Fraternal Order of Police, Lea County Lodge No. 9



David Torres, President

Date

1-28-26

CITY OF HOBBS

RESOLUTION NO. 7573

A RESOLUTION AUTHORIZING AN AMENDED COLLECTIVE BARGAINING
AGREEMENT WITH THE FRATERNAL ORDER OF POLICE,
LEA COUNTY LODGE NO. 9

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.140, the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No. 9 ("Union") had entered into a Collective Bargaining Agreement ("CBA") for the term of July 1, 2022, through June 30, 2025; and

WHEREAS, the City of Hobbs Commission authorized the Collective Bargaining Agreement via Resolution 7197 on May 2, 2022; and

WHEREAS, the parties have agreed to enter into an amendment of the CBA only as to Article 6 and Article 28; and

WHEREAS, it was agreed to extend the term date and set a new term of the CBA to June 30, 2027, in Article 28; and

WHEREAS, the proposed amendments to Article 6, Compensation and Benefits, provide an 11% increase to all Sergeants in the Fraternal Order of Police, Lea County Lodge No. 9; and

WHEREAS, the City of Hobbs and the Union negotiated the proposed amendment to the CBA on November 12, 2024, and the proposed amendment to the CBA is attached hereto; and

WHEREAS, the proposed CBA will become effective after the State of New Mexico Department of Finance and Administration approval; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement with the Fraternal Order of Police, Lea County Lodge No. 9.

PASSED, ADOPTED AND APPROVED this 2nd day of December, 2024.

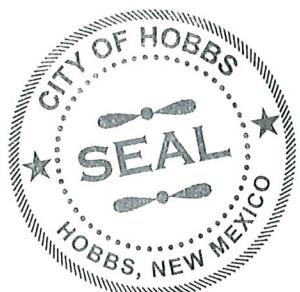


SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE
FRATERNAL ORDER OF POLICE, LEA COUNTY LODGE No. 9

WHEREAS, the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No. 9 entered into a collective bargaining agreement for the term of July 1, 2022, through June 30, 2025; and

WHEREAS, the City of Hobbs Commission authorized the Collective Bargaining Agreement via Resolution 7197 on May 2, 2022; and

WHEREAS, the parties have agreed to enter into the first amendment of the collective bargaining agreement only as to Article 6 and Article 28; and

WHEREAS, it was agreed to extend the term date of the Collective Bargaining Agreement to June 30, 2027, in Article 28; and

WHEREAS, the proposed amendments to Article 6, Compensation and Benefits provide an 11% increase to all sergeants in the Fraternal Order of Police, Lea County Lodge No. 9; and

WHEREAS, the proposed amendments to Article 6 are as follows:

ARTICLE 6 COMPENSATION AND BENEFITS

Section 6.03: The parties agree to the adoption of a "Step Plan" to govern compensation of Employees. The agreement shall be for three years as outlined herein.

There shall be adopted a five (5) step plan. There shall be adopted three percent (3%) increase per step.

The steps shall be set forth as follows:

Step Sergeant Step Pay Plan July 1, 2022 to June 30, 2027		
Base Salary	\$38.0042.18	Applies to all newly hired/promoted sergeants
Step One	\$39.7344.10	Applies to sergeant with at least one (1) year in the rank
Step Two	\$40.9245.42	Applies to sergeant with at least two (2) year in the rank
Step Three	\$42.1546.79	Applies to sergeant with at least three (3) year in the rank
Step Four	\$43.4148.19	Applies to sergeant with at least four (4)year in the rank
Step Five	\$49.6444.72	Applies to sergeant with at least five (5) year in the rank

Steps outlined herein shall be achieved on the employee's promotion date to sergeant and shall be paid on the first full pay period following the employee's promotion date.

ARTICLE 28

TERM OF AGREEMENT

The term of this Agreement shall continue in full force and effect through June 30, 20275.

*The 11% will be provided to the Sergeants on the first full pay period after the New Mexico Department of Finance Administration approval.



David Torres, President
Fraternal Order of Police, Lea County Lodge No. 9



Sam D. Cobb, Mayor
City of Hobbs

CITY OF HOBBS

RESOLUTION NO. 7197

A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING
AGREEMENT WITH THE FRATERNAL ORDER OF POLICE,
LEA COUNTY LODGE NO. 9

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.140, the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No. 9 ("Union") have entered into and participated in negotiations regarding a new Collective Bargaining Agreement ("CBA"); and

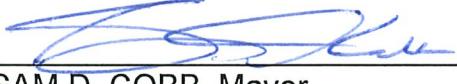
WHEREAS, the Union was first certified by the City of Hobbs Labor Management Relations Board in 2021, and therefore this is the Union's first proposed CBA; and

WHEREAS, the City of Hobbs and the Union negotiated the proposed CBA on March 15-16, 2022, and the proposed CBA is attached hereto; and

WHEREAS, the proposed CBA will become effective on July 1, 2022, and will expire on June 30, 2025; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement with the Fraternal Order of Police, Lea County Lodge No. 9.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022.


SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



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PREAMBLE

The City is engaged in furnishing essential public services vital to the health, safety, and welfare of the population of the City of Hobbs. Both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services.

Both parties recognize this mutual responsibility and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable, and peaceful labor relations between the City and its employees with the purpose of an equitable and peaceful procedure for the resolution of differences. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of New Mexico, except as modified in the agreement. The parties have reached an understanding concerning wages, hours, and conditions of employment, and have caused the understanding to be set out in this agreement.

ARTICLE 1 UNION RECOGNITION

- A. The City recognizes the Union as the sole and exclusive collective bargaining representative for the employees employed by the City in the Hobbs Police Department. The bargaining unit will consist of no probationary Sergeants of the Hobbs Police Department.
- B. The City extends to the Union representing the bargaining unit of employees the following rights:
 1. To represent the Employees in negotiations, issues regarding wages and working conditions, and in settlement of grievances, and
 2. To exclusive representation status.

ARTICLE 2 UNION AND EMPLOYEE RIGHTS

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

- A. The Union can use the City's or department's e-mail for the dissemination of Union literature or correspondence.
- B. The Union can use City time, equipment, property, or materials for Union business.
- C. The City shall make available to the Union, upon its written request, any public information and any internal affairs files in accordance with applicable law.

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

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

ARTICLE 3 UNION MEMBERSHIP

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

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

1. hiring, promotion, reclassification, transfer, assignment, lay off, and recall of employees;
2. reprimand, suspension, demotion, discharge, or other discipline of employees;

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

ARTICLE 5 HOURS OF WORK

Section 5.01: Developing the work schedule for employees is a right and responsibility of the City. The goal of scheduling work is to best and most effectively meet the demands of service to the citizens of the City of Hobbs. An employee's normal hours of work may vary. All work schedules are subject to the approval of the Chief and may be changed at the Chief's discretion. Except in case of emergency (as defined in Hobbs Municipal Code Section 2.60.040 (2020)) Sergeants must be given a minimum of five (5) calendar days' notice when required to work on their day off. Any violation of this provision will be explained in writing by the scheduling supervisor directly to the Chief. If a temporary assignment extends for more than thirty (30) days, then the most senior employee shall be afforded the opportunity to accept or reject the assignment. If all employees reject the temporary assignment, then the employee with the least seniority shall be selected for the assignment.

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

ARTICLE 6 COMPENSATION AND BENEFITS

Section 6.01: Each employee covered by the terms of this Agreement shall be paid in accordance with the written job description, and grade and step salary schedule for his/her job classification and in addition Incentive Pay outlined in this agreement effective July 1, 2022.

Section 6.02: The method of classification shall remain in full force and effect until changed in writing by mutual agreement through negotiations by the parties of this agreement.

Section 6.03: The parties agree to the adoption of a “Step Plan” to govern compensation of Employees. The agreement shall be for three years as outlined herein.

There shall be adopted a five (5) step plan. There shall be adopted three percent (3%) increase per step.

The steps shall be set forth as follows:

Sergeant Step Pay Plan July 1, 2022 to June 30, 2025		
Step	Hourly Salary	Explanation of Base Salary/Step Increase
Base Salary	\$38.00	Applies to all newly hired/promoted sergeants
Step One	\$39.73	Applies to sergeants with at least one (1) year in time in rank
Step Two	\$40.92	Applies to sergeants with at least two (2) years in time in rank
Step Three	\$42.15	Applies to sergeants with at least three (3) years in time in rank
Step Four	\$43.41	Applies to sergeants with at least four (4) years in time in rank
Step Five	\$44.72	Applies to sergeants with at least five (5) years in time in rank

Steps outlined herein shall be achieved on the employee’s promotion date to sergeant and shall be paid on the first full pay period following the employee’s promotion date.

Section 6.04: Longevity

Longevity pay shall be in accordance with the City of Hobbs Administrative Regulation (AR) 18-01 related to the Longevity Pay Program, as may be amended from time to time.

Longevity pay as outlined above, shall be paid the first full pay period following the employee’s anniversary date.

Additionally, the parties understand that any increase will need to be approved by the New Mexico Department of Finance and Administration (DFA). Bargaining unit employees will not receive any additional Cost of Living Adjustment (COLA) or merit adjustment for the term of this Agreement.

Both parties agree and recognize that certain bargaining unit employees are to be on call at various times. In the event that the employee is called in for duty, on their off time, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee is on duty. For purposes of this provision, “called in for duty” means the employee is required to physically respond to the location in question. “Called in for duty” does not include short phone calls, emails, or text messages. If the employee exceeds two (2) hours of duty, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however, shall not be construed as double time absent applicable holiday pay contemplated by the Hobbs Municipal Code Section 2.56.810.

Both parties agree and recognize that certain bargaining unit employees may be issued a court subpoena at various times. In the event that the employee is called in for court via subpoena, on

their off time, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee spends in court. If the employee exceeds two (2) hours in court, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however shall not be construed as double time absent applicable holiday pay as contemplated by the Hobbs Municipal Code Section 2.56.810.

ARTICLE 7 TRAVEL TIME

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

ARTICLE 8 OVERTIME

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

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

Union members can bank up to 180 hours of compensatory time, however, the banked compensatory time will not carry over to the new fiscal budget years. The banked compensatory time is subject to adequate notice and scheduling with approval from the Chief of Police, or his designee. If the banked compensatory time is not used by the first pay period in June, all remaining balances will be paid after the first pay period of June prior to the current budget year close. This will assure no liability is accrued at June 30, 2022, and banked hours from one budget year is not paid by a future budget year. 120 hours of "overtime" shall equal the 180 hours compensatory cap.

ARTICLE 9 PAID TIME OFF

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

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

ARTICLE 10 LEAVES

Section 10:01: Military Leave. Military leave shall be granted in accordance with State and Federal law.

Section 10:02: Family Medical Leave. Family Medical leave shall be granted in accordance with the Family Medical Leave Act.

Section 10:03: Leave Without Pay. A bargaining unit employee may request a leave of absence without pay for a period not to exceed one (1) year. Such request shall be directed to the City Manager for approval, subject to the City Manager's discretion.

Section 10:04: Leave for Jury Duty. An employee receiving an order to appear for jury duty will be granted leave to serve as a juror in accordance with City Policy.

Section 10:05: Injury/Disability Leave. An employee who is injured on the job will be provided leave in accordance with the Workers' Compensation Act.

ARTICLE 11 NON DISCRIMINATION

- A. The parties agree that neither the Union's nor the City's respective policies or activities will discriminate against any employee based upon race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, Union or non-Union affiliation/membership, or any other federal, state or local protected class.
- B. The Union agrees with the City that it will cooperate and support the City's efforts to assure a fair day's work on the part of its Members; that it will combat absenteeism and other practices that will hinder such. The Union further agrees that its Members will abide by the rules of the City and the Union in their efforts to prevent accidents, eliminate waste, conserve materials and supplies, improve the quality of workmanship, and to strengthen good will between the City, the Union, and the Employee.
- C. All references to Employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female genders.
- D. The Union and the City agree not to interfere with the rights of Employees to become Members of the Union. There shall be no discrimination, interference, restraint, or

coercion by the City or Union or any City representative or Union representative against any eligible Employee because of Union Membership or non-Union Membership.

E. The Union recognizes its responsibility as the Bargaining Agent for all such Employees employed within the Bargaining Unit, and agrees to represent all such Employees in the Bargaining Unit without discrimination, interference, restraint, or coercion. The Union agrees that it shall inform its membership of all modifications, amendments, or changes in the provisions of this Agreement in a timely manner.

ARTICLE 12 SENIORITY & PROBATION

Section 12.01: Probationary Employees.

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

Newly promoted sergeants are members of the bargaining unit and are entitled to all rights under this agreement. Newly hired lateral sergeants are probationary employees for purposes of the City of Hobbs personnel rules. However, the Union may choose to provide representation to the newly hired lateral sergeants during any disciplinary matters during their probationary period.

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

Section 12.02: Sergeant Seniority Calculation

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

- A. Promotion date to sergeant or lateral hire date as sergeant.
- B. When two or more sergeants are promoted or laterally hired as sergeants on the same date, their seniority shall be established by the date of hire as an Employee of the Hobbs Police Department.

Section 12.03: Effect of Departmental Seniority

- A. Departmental seniority shall be as outlined in section 12.02 and shall be used for the purpose of promotions, transfers and vacation rights, and layoffs and recalls within the Hobbs Police Department in accordance with any applicable bidding procedure.
- B. Department seniority shall be terminated:
 1. When an Employee is discharged or demoted for just cause.
 2. When an Employee resigns or voluntarily demotes.
 3. When an Employee fails to report for work after a layoff, when properly notified in accordance with Article 24.
 4. When the recall list has expired.

C. If, for any reason, an Employee voluntarily terminates employment with the Hobbs Police Department and is later rehired, the seniority of such Employee shall start at the date of the most recent promotion into the sergeant position.

Section 12.04: Seniority List

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

Section 12.05: Police Cars

Police cars shall be issued in a manner deemed appropriate by the Chief or his designee. Take home vehicles will be provided for Employees who permanently reside within Lea County, New Mexico. Employees residing outside of Lea County, New Mexico will not be provided a take home vehicle and will be required to leave their assigned unit at the Hobbs Police station.

Section 12.06: Vacation Seniority

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

ARTICLE 13 INTERNAL AFFAIRS INVESTIGATIONS

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

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 14.01: Disciplinary actions for bargaining unit employees will be based on just cause. Disciplinary actions shall include written reprimand, suspension, demotion, and termination. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. Disciplinary actions shall be consistent with

governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, or any other federal, state or local protected class. No employee shall be disciplined for refusing to perform an unlawful act.

Section 14.02: Any department supervisor may take disciplinary action against an employee pursuant to the department supervisor's authority and consistent with departmental policies and this Agreement. Any discipline as outlined in Section 14.01 shall be subject to the grievance process. Copies of any disciplinary action involving written reprimands, demotions, suspensions, or termination shall be furnished to the Human Resource Department for placement in the employee's file with the signature of the recipient acknowledging receipt of the action, or indication that the employee refused to sign. Demotions, suspensions, and termination are grievable through the grievance procedure and arbitration procedure contained in this Agreement.

Written discipline and positive entries shall be documented in the employee's official personnel file or electronic tracking system provided by the Hobbs Police Department. The employee will be given a copy of the document that reflects the entry. The employee may submit a written response to any document submitted to the employee's official personnel file or electronic tracking system. Such response shall be presented to the Human Resources Director within thirty (30) calendar days after the employee knew or should have known of the action in question. Responses submitted after thirty (30) calendar days shall be considered not timely and void and will be returned to the employee indicating the response was not timely.

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

- (1) Work performance that continues to be unsatisfactory after reasonable attempts to correct performance.
- (2) Misconduct on the job; conduct or language toward the public or toward employees, which discredits the public service.
- (3) Negligence in the performance of duty, including negligence in the operation of city vehicles or equipment or failure to adhere to established safety rules and procedures.
- (4) Incompetence or inefficiency; failure to perform job duties adequately.
- (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
- (6) Unauthorized absence from work, including tardiness.
- (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
- (8) Acceptance of money, gifts, privileges, or other valuable consideration, which was given with the expectation of influencing the employee in the performance of his duties.
- (9) Use of official position or authority for personal profit or advantage.

- (10) Misuse, theft, or destruction of city property.
- (11) Unauthorized disclosure of confidential information from city records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of city records, reports, or other data belonging to the city including city employment application, or any other document used in the employment process.
- (12) Unauthorized or fraudulent manipulation of time records or other city records.
- (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, Section 28-2-1, et seq.
- (14) Violation of city or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee.
- (15) Non-cooperation by an employee with fellow employees or other personal conduct, which substantially interferes with the performance of his or another employee's work.
- (16) Distribution of literature, vending, or soliciting or collecting contributions on city time and in public areas or voluntary cooperation with parties doing such without prior authorization of the City Manager.
- (17) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
- (18) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy.
- (19) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (20) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
- (21) Unauthorized possession of a weapon on the job site.
- (22) Fighting and/or disruptive behavior in the workplace.

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

Section 14.04: The City shall discuss proposed or actual disciplinary action with an employee and not in the presence of co-workers, unless representing the City or the employee in a meeting. In any disciplinary action, Employees shall always have the right to union representation.

Section 14.05: An employee will be afforded the opportunity to present his side of the story in a predetermination meeting for any contemplated disciplinary action involving suspension, demotion, or discharge prior to the action being taken. The City will provide notice to the employee of the date, time, and place of the predetermination meeting no later than 72 hours prior to the meeting. In no event will the predetermination meeting be scheduled with less than 72 hours' notice. The employee may have a representative of his choice at the meeting and confer as necessary with the representative. An attorney shall be allowed to attend and confer directly with

their client, provided the employee notifies the Chief in writing at least 48 hours in advance of the meeting. An employee may waive, in writing, the right to a predetermination meeting. Failure on the part of the employee to appear and/or respond either orally or in writing shall also constitute a waiver of the right to a pre-determination meeting.

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

ARTICLE 15 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. As used in this Article, "days" shall mean work days (Monday through Friday) and shall not include holidays or time when the City Administrative Offices are closed.
- D. A written grievance must contain the name of the employee(s) involved, facts upon which it is based, the Section of this agreement allegedly violated or pertaining to, the remedy being sought, and the signature of the grievant and the date signed. Any written grievance not in compliance with this provision shall be returned with a request for a more definitive statement. A request for a more definitive statement shall toll all timelines outlined for filing grievances.
- E. Grievances concerning terminations shall be filed within ten (10) days of the date of notification of termination directly to Step Three of the grievance procedure.
- F. Grievances submitted on behalf of the Police Department shall be initiated by the Chief or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days from the date the employee knew or should have known of the act that gave rise to the grievance, will constitute forfeiture of the right to file a grievance. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. Either the Union, the City, or employee who have entered grievances on their own behalf, may drop the grievance at any Step.
- H. Should the City fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if the City had timely responded. If the City's failure to timely respond occurs at the City Manager level, the Union may appeal to the City of Hobbs Labor Management Relations Board.

- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.
- J. Grievances shall be presented as outlined below:

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

Step Two - Within ten (10) days of the meeting with the supervisor at step one, the written grievance must be filed with the Chief. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Chief will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Chief's response, the employee or Union Representative may file the written grievance at Step Three.

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

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

ARTICLE 16 ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.
 1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 15 Grievance Procedure, must have been exhausted.
 2. The appeal must be received by the Director of Personnel within fifteen (15) work days from the date of the City Manager's decision.
- B. An arbitrator shall be selected in the following manner:
 1. The City and the Union shall attempt to agree on an arbitrator within ten (10) working days of the filing of the request for arbitration. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS, provided the employee/Union complete the employee's portion of the FMCS form for arbitration and submit a check for half of the filing amount to the Director of Personnel within the ten (10) working days of filing the request for arbitration.
 2. Within ten (10) days of receipt of the arbitration list, the parties will meet to select the arbitrator. Should the parties fail to mutually agree upon an Arbitrator, then each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
- C. The Arbitrator will schedule the hearing within thirty (30) calendar days after notification of selection by the parties or as soon as practicable thereafter. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and, following the hearing, shall prepare and submit to the parties, in writing, a report and decision as soon as possible after the conclusion of the hearing. The parties may jointly agree to waive a written opinion and allow the Arbitrator to enter an award without analysis or explanation. Arbitration shall be conducted according to the rules established by the FMCS.
- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this Agreement.
- F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs. If the arbitrator orders reinstatement and no demotion, then the

employee must be returned to the same classification with the same rate of pay conditioned on the employee's eligibility to maintain the classification.

G. Arbitration is subject to the provisions of the State's Uniform Arbitration Act and an award may be set aside pursuant to the standards/grounds set forth in NMSA 1978, Section 47-7A-24 as well as the Federal Arbitration Act and case law determined by the 10th Circuit and United States Supreme Court.

ARTICLE 17 WRITTEN EVALUATIONS AND APPEAL PROCESS

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

- A. Employee shall file, within five (5) calendar days, a written request to appeal the Written Evaluation to the Police Chief. The appeal must take place within five (5) calendar days from the date that the written request to appeal was filed.
- B. If the employee does not feel a satisfactory settlement has been reached after appeal to the Police Chief, the employee may file, within five (5) calendar days, a written request to appeal the Police Chief's appellate decision to the City Manager. The appeal must take place within five (5) calendar days from the date that the written request to appeal the Police Chief's appellate decision was filed.
- C. If the employee does not feel a satisfactory settlement has been reached after appeal to the City Manager, the employee may file, within five (5) calendar days, a written request to have the Board of the Union review the merits of the City Manager's appellate decision and make a determination as to whether or not to allow an appeal of the City Manager's decision to a two (2) party panel. The Board must issue a written decision to the employee, the Police Chief, and the City Manager within five (5) calendar days from the date that the written request for Board review was filed.
- D. If the Board supports appeal of the City Manager's decision to a two (2) party panel, the Board will coordinate with all parties as to time, date, and place for the City Manager's decision to be submitted to the two (2) party panel. The appeal must take place within five (5) calendar days from the date that the written decision by the Board was issued. The two (2) party panel shall consist of: one (1) representative selected by the Union; and one (1) representative selected by the City. In the event that an agreement cannot be reached by the two (2) party panel, a third party shall be selected to make a determination by agreement of Union and City.
- E. The conclusion of the two (2) party panel will be deemed final and unappealable with regard to that Written Evaluation. The final decision, whether it be the Police Chief's, City Manager's, or two (2) party panel's, will be made a part of the Written

Evaluation and shall not be subject to the grievance process under Articles 15 and 16 herein.

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

If the Employee or City fails to meet the time limits imposed, the process will end and the employee or City will lose any rights that have not already been exercised in regard to the Written Evaluation. Employee or City may ask for an extension of the timelines in Section 17.01 and the extension will not be reasonably denied. At any step in this progression up the chain, the employee may stop the process and prepare a written response to the evaluation. That response will be retained in the employee's personnel file, together with the original Written Evaluation. Nothing contained in this Article shall be construed so as to provide an employee the right to engage in adversarial proceedings, or have counsel argue on their behalf, during the appeal of any Written Evaluation.

Written Evaluations are to be completed on an annual basis during the anniversary month of the employee's most recent hire date. Other evaluations, incident evaluations, or special evaluations may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and shall be provided to the employee. The Written Evaluation is a formal report that will become a part of the employee's personnel file.

ARTICLE 18 STRIKES, SLOWDOWNS, AND LOCKOUTS

Section 18.01: The parties acknowledge that the Hobbs Labor Management Relations Ordinance makes strikes illegal. The Union agrees that it will not encourage, threaten, support, instigate, or participate in a strike or slowdown. The Union will not authorize, institute, aid, condone, threaten, or engage in a slowdown, work stoppage, or strike.

Section 18.02: The City, for any reason, shall not authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 18.03: In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this section. If the City believes that employees are participating in such activity and it is not sanctioned by the Union, the Union President, or designee, may be relieved from duty, with pay, to take actions in an effort to resolve this issue. Prohibited practice charges regarding strikes, slowdowns, or lockouts may be filed with the City of Hobbs Labor Management Relations Board.

Section 18.04: The determination as to whether a strike, slowdown, or lockout occurred will be made by the City Labor Management Relations Board whose decision on this matter shall be final, provided however, that any decision of the City Labor Management Relations Board shall be appealable to District Court. A finding that the Union encouraged, threatened, supported, instigated, or participated in a strike or slowdown may result in decertification of the Union for a time period determined by the Board, but not less than one (1) year.

ARTICLE 19 BULLETIN BOARDS

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

ARTICLE 20 PERSONNEL FILES

An employee may review post-hire information in his own personnel file by scheduling an appointment with the Personnel Director for review during the Personnel Office's regular business hours. An employee may also authorize, in writing, another individual to review the employee's file. Employees will receive a copy of all material prior to being placed in the personnel file, except for routine file maintenance material, pre-employment material, and training certificates.

ARTICLE 21 LEGAL PROTECTION

- A. Should an Employee be sued in a civil action for any allegations arising out of the scope of duties, the City will defend and indemnify that Employee.
- B. It is understood by the parties that it is against public policy for the City to defend an Employee in a criminal suit once the Employee is indicted for a criminal act.
- C. Any Employee receiving a summons or other notice of a threatened or pending job-related lawsuit shall, without unreasonable delay, notify the Chief of Police or in his absence, the Deputy Chief. The City shall, within a reasonable time after receipt of any summons or tort claim notice, notify each Employee named as a party in the summons or tort claim notice. This provision shall apply only to summons or tort claim notices filed or received after the effective date of this contract.
- D. Any Employee named in a job-related lawsuit shall have the right at all reasonable times to consult with the City Attorney and/or the Attorney-of-Record defending the City and Employee in order to be informed of the status of the litigation, any settlements offered or contemplated, and any other relevant information regarding the litigation. An Employee

named in a lawsuit or tort claim notice shall cooperate fully with the City Attorney and/or the City's Attorney-of-Record in the defense of the City and Employee.

E. Any Employee who is or may become a party in any job-related lawsuit pursuant to a summons or tort claim notice shall have the right to consult a personal attorney of the Employee's choice regarding such matter. The Employee's personal attorney may, at reasonable times, consult with the City Attorney and/or City's Attorney-of-Record to learn the status of the litigation, any settlements proposed or contemplated, and any other relevant facts of the litigation. Nothing in this section shall be construed as giving the Employee or his personal attorney any authority to act on behalf of the City or its insurer.

ARTICLE 22 INVESTIGATIONS RELATING TO OFFICER INVOLVED SHOOTINGS

Officers will not be compelled to give an official interview as it relates to an officer involved shooting for a minimum of 48 hours from the time of the shooting. The intent of this section is to allow for ample time to secure representation, sleep, rest and reflection by the officer. The time limit outlined herein is not controlling as to a reasonably necessary statement for initial investigative purposes. The City will work to facilitate adequate time off to ensure the well-being of any employee involved in an officer involved shooting. The City will work to facilitate resources aimed at connecting the employee to resources for physical health and mental wellbeing.

ARTICLE 23 FILLING OF VACANCIES

A. If the Police Department chooses to fill a vacant sergeant position or new sergeant position, current sergeants will be given preference based on seniority. A notice of the opening shall be posted and communicated via departmental email and electronically via the City-sponsored recruitment site. Any employee who desires to fill the posted position shall apply.

B. In the event a qualified employee is on authorized leave of absence during the posting period, the employee may, at the City's discretion, be afforded an opportunity to file a bid for the vacancy upon that employee's return to work, provided the employee filed the bid within three (3) working days after his/her return and provided the position has not been filled.

C. It is agreed that the City may set or determine the number of employees to be carried in each job classification. It is further agreed that the decision to fill a vacancy is strictly the decision of the City.

D. Temporary Vacancies and Transfers

1. Filling vacancies and transfers shall be at the discretion of the Chief of Police. Most temporary vacancies and transfers are related to light duty accommodations on internal investigations.

2. Employees temporarily assigned or transferred to a lower paid job within their own Department or in a different department shall receive their regular rate of pay.
3. Employees temporarily assigned or transferred to a higher paid job in their own department or in a different department shall be compensated at the higher rate of pay. This subsection shall not apply to an employee who is assigned to work in another classification due to injury, workers' compensation, or voluntary request.
4. The City shall provide the necessary training to those employees offered the position who have not previously been trained in the assignment.

E. In order to provide a better work force and inter-departmental working relationship, the City shall continue to provide and maintain selected employee training for the purpose of educating those employees to be promoted to a new job classification within the bargaining unit.

ARTICLE 24 PERSONNEL REDUCTION

Section 24:01: Lay Off

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

Section 24:02: Recall

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

ARTICLE 25 EQUIPMENT AND UNIFORMS

A. Equipment Sets

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

B. Ammunition

1. The City shall furnish all qualifying and duty ammunition for all calibers of weapons that each officer is authorized to carry, except for backup weapons and off-duty weapons.
2. The City will furnish ammunition for qualification practice conducted by the Firearms Training Coordinator.

D. Clothing Allowance and Uniforms. The City will furnish four (4) complete uniform sets to sergeants and shall reissue all clothing replacements as needed. Sergeants will continue to receive a clothing allowance of \$500.00 per year.

ARTICLE 26 COMPLETE AND ENTIRE AGREEMENT

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

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

ARTICLE 27 COPIES OF THE AGREEMENT

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

ARTICLE 28 TERM OF AGREEMENT

The term of this Agreement shall continue in full force and effect through June 30, 2025.



RP Hopper
Hobbs Sergeant Association
President, Fraternal Order
of Police



Sam D. Cobb, Mayor
City of Hobbs