

**ORDINANCE NO. 93-1**

RELATING TO COLLECTIVE BARGAINING FOR THE COUNTY OF ROOSEVELT;  
PROVIDING RIGHTS, RESPONSIBILITIES AND PROCEDURES IN THE EMPLOYMENT  
RELATIONSHIP BETWEEN THE EMPLOYEES AND THE EMPLOYER.

BE IT ENACTED BY THE COUNTY OF ROOSEVELT, NEW MEXICO:

**SECTION 1.        SHORT TITLE.**

This ordinance may be cited as the "County of Roosevelt Labor  
Management Relations Ordinance".

**SECTION 2.        PURPOSE OF THE ORDINANCE.**

The purpose of the Labor Management Relations Ordinance is to  
guarantee employees the right to organize and bargain collectively  
with their employer, to protect the rights of the employer and to  
promote harmonious and cooperative relationships between the  
employer and the employees; and to acknowledge the rights of the  
citizens to the orderly and uninterrupted delivery of services.

**SECTION 3.        CONFLICTS.**

In the event of conflict with other laws, the provisions of  
the County of Roosevelt Labor Management Relations Ordinance shall  
supersede other previously enacted ordinances; provided that the  
Roosevelt County Labor Management Relations Ordinance shall not  
supersede the provisions of the Bateman Act, [6-6-11 and 6-6-13 to

6-6-18 N.M.S.A. 1978] the State Personnel Act, Sections 10-7-1 through 10-7-19, N.M.S.A. (1978), the Group Benefits Act [10-7B-1 to 10-7B-7 N.M.S.A. 1978] , the Per Diem and Mileage Act, [10-8-1-to 10-8-8 N.M.S.A. 1978] the Retiree Health Care Act, [10-7C-1 to 10-7C-16 N.M.S.A. 1978] Public Employee Retirement Laws, or the Tort Claims Act [41-4-1 to 41-4-27 N.M.S.A. 1978]. All other ordinances or resolutions concerning personnel or personnel management shall remain in full force and effect subsequent to the passage of this ordinance. They are considered modified only to the extent that they conflict with provisions of the County of Roosevelt Labor Management Relations Ordinance or a collective bargaining agreement subsequently entered into between Roosevelt County and a bargaining unit.

**SECTION 4. DEFINITIONS.** As used in the Labor Management Relations Ordinance:

**A.** "Appropriate bargaining unit" means a group of employees designated by the Board for the purpose of collective bargaining. Appropriate units shall be formed by occupational group, as follows: blue collar (unskilled, semi-skilled, and skilled), white collar (clerical, secretarial, administrative, and para-professional), Corrections and Sheriff's Officers.

**B.** "Board" means the County of Roosevelt Labor Management Relations Board;

C. "Certification" means the designation by the Board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit;

D. "Collective bargaining" means the act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours and other terms and conditions of employment;

E. "Confidential employee" means a person who assists and acts in a confidential capacity with respect to a management employee;

F. "Employee" means a classified regular full-time or part-time employee of the County of Roosevelt; this definition does not include entry probationary, temporary, seasonal, temporary part-time, supervisory, elected officials, managerial or confidential employees;

G. "Employer" means the County of Roosevelt;

H. "Exclusive representative" means a labor organization that, as a result of certification by the Board, represents all employees in an appropriate bargaining unit for the purposes of collective bargaining;

I. "Factfinding" means the procedure following mediation whereby the parties involved in an impasse submit their differences to a third party for an advisory recommendation;

J. "Governing body" means the Roosevelt County Commission;

K. "Grievance" means a written complaint by a bargaining unit employee regarding an action.

L. "Impasse" means failure of the employer and an exclusive representative, after good-faith bargaining to reach agreement in the course of negotiating a collective bargaining agreement;

M. "Labor organization" means any employee organization which represents employees in collective bargaining;

N. "Lockout" means an act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative;

O. "Management employee" means an employee who is engaged primarily in executive and management functions and is charged with the responsibility of administering or effectuating management policies;

P. "Mediation" means assistance by an impartial third party to resolve an impasse between the employer and an exclusive representative regarding collective bargaining through interpretation, suggestion and advice;

Q. "Professional employee" means an employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgement in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time;

R. "Strike" means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges, or obligation of public employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges, or obligation of public employment. The definition of strike includes, but is not limited to such actions as, the blue flu, sick outs, slow downs, traffic ticket writing campaigns, mass resignations and sympathy strikes.

S. "Supervisor" means an employee who devotes a significant amount of work time in supervisory duties, who customarily directs the work of two or more employees and who has the authority in the interest of the employer to effectively recommend the retention, promotion or discipline of employees. This includes, but is not limited to foremen, section supervisors, division supervisors, department heads, sheriff sergeants and above.

#### **SECTION 5. RIGHTS OF EMPLOYEES.**

Employees may form, join or assist any labor organization for the purpose of collective bargaining through representation elections without interference, restraint or coercion.

Employees also have the right to refuse, to form, join or assist

any labor organization. Employees may not be required to pay "fair-share" contributions.

**SECTION 6. MANAGEMENT RIGHTS.**

Unless limited by the provisions of a collective bargaining agreement or other statutory provision, the exclusive prerogative, functions and rights of the employer shall include, but are not limited to the following:

A. To direct and supervise all operations, functions and the work of the employees;

B. To hire, lay off, promote, demote, assign, transfer, discipline, discharge or terminate employees;

C. To determine what and by whom services will be rendered to the citizens;

D. To determine staffing requirements, create, abolish positions or to eliminate or reorganize work units;

E. To determine the need for and the qualifications of new employee, and to determine the qualifications of employees considered for transfer and promotion;

F. To take actions as necessary to carry out the mission of the employer in emergencies; and

G. The employer retains all rights not specifically limited by a collective bargaining agreement or the County of Roosevelt Labor Management Relations Ordinance.

**SECTION 7. LABOR MANAGEMENT RELATIONS BOARD-CREATED-TERMS.**

**A.** The "labor-management relations board" is hereby created. The Board shall consist of three members appointed by the County Commission. The Commission shall appoint one member recommended by labor organizations actively involved in representing employees, one member recommended by management and one member jointly recommended by the two (labor and management) appointees.

**B.** Board members shall serve for a period of one year with terms commencing on July 1st except in the initial appointment which will be a shorter term effective the same day as this Ordinance. Vacancies shall be filled in the same manner as the original appointment, and such appointments shall only be made for the remainder of the unexpired term. A Board member may serve an unlimited number of terms.

**C.** During the term of which the individual is appointed, no Board member shall hold or seek any other political office, or public employment, be an employee of a union, an individual representing the employer in collective bargaining or an employee of the County.

**D.** Each Board member shall be paid \$200.00 dollars per day or portion thereof, or mileage and per diem, whichever is greater, for hearings required under this Ordinance.

**E.** The cost of any hearing, including Board member compensation, will be borne equally by the parties to the hearing.

**SECTION 8. BOARD-POWERS AND DUTIES.**

**A.** The Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Ordinance, including the establishment of procedures for:

- 1) the designation of appropriate bargaining units;
- 2) the selection, certification and decertification of exclusive representatives; and
- 3) the filing of, hearing on and determination of complaints of prohibited practices.

**B.** The Board shall:

- 1) hold hearings and make inquiries necessary to carry out its functions and duties;
- 2) request from employers and labor organizations the information and data necessary to carry out the Board's functions and responsibilities.

**C.** The Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence or documents relating to any matter in question. The Board may prescribe the form of subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the district court. The Board may administer oaths and affirmations, examine witnesses and receive evidence.

**D.** The Board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and



opinions. The decisions of the Board on interpretation and applications of the ordinance and collective bargaining agreements are final and binding on the parties subject to the appeal provisions in section 20. This section does not apply to negotiation impasses.

**E.** The Board has the power to enforce provisions of the County of Roosevelt Labor-Management Relations Ordinance and labor-management agreements between parties covered by this Ordinance, through the imposition of appropriate administrative remedies.

**F.** The Board shall have no power to promulgate policy other than for its own operation.

**G.** No rule or regulation promulgated by the Board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by the Labor management Relations Ordinance to pay money to any labor organization that is certified as an exclusive representative.

#### **SECTION 9. HEARING PROCEDURES.**

**A.** The Board may hold hearings for the purposes of:

- 1) information gathering and inquiry;
- 2) adopting rule and regulations; and
- 3) adjudicating disputes and enforcing the provisions

of a Labor Management Agreement, the provisions of the Labor Management Relations Ordinance and rules and regulations adopted pursuant to the Ordinance.

B. The Board shall adopt regulations setting forth procedures to be followed during hearings of the Board. Such regulations shall meet minimal due process requirements of the state and federal constitution.

C. Charges of prohibited labor practices that are filed within 60 days of the commission, omission or discovery of the action that generated the charges shall be heard by the Board. Charges filed beyond the 60 day limit shall not be heard by the Board and are not considered appropriate charges. Such charges must identify the specific violation and name the relief requested. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Board of a written notice together with a copy of the charges and relief requested.

D. No regulation proposed to be adopted by the Board that affects any person or governmental entity outside of the Board and its staff shall be adopted, amended, or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their view, and the method by which copies of the proposed regulations, proposed amendment or repeal an existing regulation may be obtained. All meetings of the Board shall be held in Roosevelt County. Notice shall be published once at least (30) days prior to the hearing date in a newspaper of general

circulation in Roosevelt County, and notice shall be mailed at least (30) days prior to the hearing date to all persons who have made a written request for advance notice of hearings.

E. All adopted rules and regulations shall be filed in accordance with applicable laws.

F. A verbatim record made by electronic or other suitable means shall be made of every rule-making and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. Payment for the transcription shall be made by the party requesting the transcript.

G. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses for hearings.

#### **SECTION 10. APPROPRIATE BARGAINING UNITS.**

A. The Board shall, upon receipt of a petition for a representation election filed by a labor organization, designate the appropriate bargaining unit. Appropriate bargaining units shall be established on the basis of occupational groups with, a clear and identifiable community of interest in employment terms and conditions, no conflict of interest and how the public interest can best be served. Occupational groups shall generally be identified as blue collar, white collar, Corrections and Sheriff's Deputies. Bargaining units shall not be determined by craft or trade designations. The parties, by mutual agreement and approval of the Board, may further consolidate occupational groups.

B. The Board shall hold a hearing and determine the appropriate bargaining unit.

C. The Board shall not include in any appropriate bargaining unit entry probationary, temporary, seasonal, supervisors, managers or confidential employees.

#### **SECTION 11. ELECTIONS.**

A. Whenever, in accordance with regulations prescribed by the Board, a petition is filed by a labor organization containing the valid signatures of at least thirty percent of the employees in an appropriate bargaining unit, the Board shall conduct a secret ballot representation election.

B. Once a labor organization has filed a valid petition with the Board calling for a representation election, other labor organization may seek to be placed on the ballot. Such an organization shall file a petition containing the valid signatures of not less than ten percent of the employees in the appropriate bargaining unit no later than ten days after the Board and the employer post a written notice that the show of interest petition containing the signatures of not less than thirty percent of the employees has been filed by a labor organization.

C. All representation elections shall include the option for "no representation", unless that choice fails to receive the required number of votes to be included in the run-off election described in the following paragraph.

D. In the event of an election with two or more organizations on the ballot where none of the choices received a majority of the votes cast, and 60% of the bargaining units eligible employees have cast a vote, the run-off election shall be held within 15 days. The choices on the run-off election shall consist of the two choices which receive the greatest number of votes in the original election.

E. Where a majority of the votes cast are in favor of representation by a labor organization and at least 60% of the members in the bargaining unit have cast a vote, the Board shall certify the labor organization as the exclusive representative for all employees in that appropriate bargaining unit. No labor organization shall be certified as an exclusive representative unless at least 60% of the members of the bargaining unit vote in the election.

F. No election shall be conducted if an election has been conducted in the 12 month period immediately preceding the proposed representation election. No election shall be held during the term of existing collective bargaining agreement, except as provided in Section 13B of the Labor Management Relations Ordinance.

G. Election disputes shall be resolved by the Board.

H. The cost of elections, including those of the Board Member Compensation and Election Supervisor, shall be borne equally by the parties.

**SECTION 12. EXCLUSIVE REPRESENTATION**

**A.** A labor organization that has been certified by the Board as representing the employees in the appropriate bargaining unit shall be the exclusive representative of all employees in the appropriate unit. The exclusive representative shall act for all employees in the bargaining unit and negotiate a collective bargaining agreement covering all employees in the bargaining unit. The exclusive representative shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership or non-membership in the labor organization.

**B.** The existence of an exclusive bargaining representative shall not prevent employees in or out of a bargaining unit from taking their grievances to their supervisor or management or filing prohibited practices with the Board based upon discrimination by the exclusive representation or the employer as it relates to this Ordinance. The Board will adjudicate disagreements over contract interpretations only when the disagreement is between the employer and the exclusive representative. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement in effect between the employer and the exclusive representative or inconsistent with or in violation of good faith resolution made between the employer and the exclusive representative in the day to day administration of the collective bargaining agreement.

**SECTION 13. DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE.**

**A.** Any member of a bargaining unit or the labor organization may initiate decertification of an exclusive representative if thirty percent of the employees in the appropriate bargaining unit make a written request to the Board for a decertification election. Decertification elections shall be held in a manner prescribed by the Board.

**B.** When there is a collective bargaining agreement in effect, a request for decertification election shall be made to the Board no earlier than 90 days and no later than 60 days before the expiration of the collective bargaining agreement; provided, however, that a request for a decertification election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

**C.** When, within the time period prescribed in subsection B of this section, a competing labor organization files a petition containing signatures of at least thirty percent of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.

**D.** When an exclusive representative has been certified but no collective bargaining agreement is in effect, the Board shall not accept a request for decertification election earlier than twelve months subsequent to a labor organization's certification as the exclusive representative.

**SECTION 14. SCOPE OF BARGAINING.**

**A.** Except for retirement programs provided under the Public Employees Retirement Act or the Educational Retirement Act, public employees and exclusive representatives:

1) shall bargain in good faith on wages, hours and other terms and conditions of employment; and

2) agreements reached by the employer and the exclusive representative must be incorporated into a written collective bargaining agreement.

**B.** Bargaining in good faith shall not require either party to agree to a proposal or to make a concession.

**C.** the obligation to bargain collectively imposed by the Labor Management Relations Ordinance shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with State or Federal Statutes.

**D.** Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues, if such provision is agreed to by the parties, shall be certified in writing by an official of the labor organization and shall not include special assessments, penalties or fines of any type levied by the exclusive representative. During that time that a board certification is in effect for a particular exclusive representative, the employer shall not deduct dues for any other labor organization from members of the same bargaining unit.



E. Any agreement by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body to fund the agreed upon provision.

F. The parties have a requirement to negotiate a grievance procedure that culminates in binding arbitration. This applies only to grievances and does not apply to negotiation impasses.

**SECTION 15. NEGOTIATIONS AND IMPASSE RESOLUTION.**

A. The following meetings shall be closed:

1) Meetings for the discussion of bargaining strategy for the collective bargaining negotiations between the employer and the employer's negotiating team;

2) Collective bargaining sessions; and

3) Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.

B. The following negotiation procedures shall apply to the employer and exclusive representative:

1) Initial negotiations shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be postmarked no earlier than 120 days nor later than 60 days prior to the contract ending date. Failure to open negotiations as provided herein shall automatically extend the contract for one

year. The parties may open negotiations at any time by mutual agreement.

2) Negotiating teams will consist of a maximum of five (5) persons designated by the exclusive representative and a maximum of five (5) persons designated by the County Commission.

3) All negotiations will be conducted in closed sessions. Negotiations will be held at the facilities and at a time mutually agreed upon by the negotiating teams. Negotiations will begin with the party that requested the negotiations presenting their complete proposal and changes, section by section.

4) Following the complete presentation of both proposals the parties will identify the economic and non-economic issues. All non-economic issues must be resolved prior to negotiating economic issues.

5) Recesses and study sessions may be called by either team. Prior to these recesses or study sessions the reconvening time will be agreed upon. A caucus may be taken as needed.

6) Employees who are members of the exclusive representatives negotiating team will be released from their normal duties without pay to participate in negotiations.

7) Tentative agreements reached during negotiations will be reduced to writing, dated and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either team's understanding of the language as it relates to another part of the agreement.

8) Agreement on contract negotiations is accomplished when the Union President and the Chairman of the County Commission sign the agreement. Provisions in multi-year agreements providing for economic increases in subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase. Should the governing body not appropriate sufficient funds to fund the agreed upon increases for subsequent years either party may reopen negotiations.

C. The following impasse procedure shall be followed by the employer and exclusive representatives:

1) Either party may declare an impasse if no agreement has been reached by the contract expiration date. Once an impasse has been declared, either party may request that the Board assign a mediator to assist in the negotiations. Mediators from the Federal Mediation and Conciliation Service will be assigned by the Board.

2) If the impasse continues beyond a thirty calendar day period, the mediator will be released and the Board shall assign a factfinder to the negotiations. A factfinder will be selected by the parties from a list of individuals requested from the Federal Mediation and Conciliation Service.

3) The factfinder shall conduct hearings with the parties. The factfinder shall select either the exclusive representative's total and complete last best offer or he may select the employer's total and complete last best offer. The factfinder may not create his own package. The factfinder shall

complete his work and submit written his recommendation to the governing body within 45 calendar days of his appointment.

4) The governing body may accept, reject, or modify the fact finder's recommendation. The decision of the governing body is final and binding on both parties and shall be incorporated into the agreement along with those items that had been tentatively agreed upon by the parties.

5) The cost for the mediator and the factfinder shall be borne equally by the parties to the impasse.

#### **SECTION 16. EMPLOYERS--PROHIBITED PRACTICES.**

**A.** No employer or his representative shall:

1) Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;

2) Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under the Labor Management Relations Ordinance;

3) Dominate or interfere in the formation, existence or administration of any labor organization;

4) Discriminate in regard to hiring, or any term or condition of employment in order to encourage or discourage membership in a labor organization;

5) Discharge or otherwise discriminate against an employee because he has signed or filed an affidavit, petition, grievance or complaint or given any information or testimony under

the provisions of the Labor Management Relations Ordinance or because an employee is forming, joining or choosing to be represented by a labor organization;

6) Refuse to bargain collectively in good faith with the exclusive representative;

7) Refuse or fail to comply with any provisions of the Labor Management Relations Ordinance or Board regulation; or;

8) Refuse or fail to comply with any collective bargaining agreement.

B. During the negotiating process, including the impasse procedure, elected officials are prohibited from discussing any issue, which is a subject of negotiations, with employees of the bargaining unit involved in negotiations and employees of the exclusive representative.

**SECTION 17. EMPLOYEES-LABOR ORGANIZATIONS-PROHIBITED PRACTICES.**

A. An employee, labor organization or its representative shall not:

1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, breed, age, disability, sex or national origin;

2) Use County time, property or equipment for union business;

3) Solicit membership for an employee or labor organization during the employee's duty hours or use County time or equipment for Union business;

4) Restrain or coerce any elected official, for the purpose of gaining a concession;

5) Refuse to bargain collectively in good faith with the employer;

6) Refuse or fail to comply with any collective bargaining or other agreement with the employer;

7) Refuse or fail to comply with a provision of the Labor Management Relations Ordinance;

8) Picket homes or private businesses of Board members, elected officials or employees of the County;

9) Interfere with or coerce the employer in the selection of its agent for bargaining;

10) Interfere with the normal process of negotiations between the duly authorized negotiating teams of the employer and the exclusive representative; and

11) Unions that represent County of Roosevelt employees may not endorse or support any candidate running for County elective office.

B. During the negotiating process, including the impasse procedure, discuss any issue with County's elected official which is a subject of negotiations.

**SECTION 18. STRIKES AND LOCKOUTS PROHIBITED.**

**A.** No employee or labor organization shall engage in a strike. No employee or labor organization shall cause, instigate, encourage or support a strike. The employer shall not cause, instigate or engage in an employee lockout.

**B.** A public employer may apply to the District Court for injunctive relief to end a strike, an exclusive representative of public employees affected by a lockout may apply to District Court for injunctive relief to end a lockout.

**C.** Should the employer allege that a strike has occurred by the bargaining unit employees, the Labor management Relations Board shall meet in emergency session, within 48 hours of the filing of the charge by the employer, and determine whether a strike has indeed occurred. Should the Board be required to meet in accordance with this provision during the absence of a Board member, the County Commission shall appoint an interim member with due regard to the representative character of the Board

**D.** Should the Board determine that bargaining unit employees participated in, caused, instigated, encouraged or supported a County of Roosevelt employee strike, walkout or slowdown, the exclusive representative for the bargaining unit shall be decertified by the Labor Management Relations Board. In such a case, the collective bargaining agreement in force between the parties shall be null and void; the exclusive representative for that appropriate bargaining unit may not collect dues, negotiate, or represent the County of Roosevelt employees, and shall be barred

from serving as the exclusive representative for any bargaining unit of County of Roosevelt employees for a period of not more than one year.

**SECTION 19. AGREEMENTS VALID--ENFORCEMENT.**

All collective bargaining agreements and other agreements between employers and exclusive representatives are valid and enforceable according to their terms when entered into in accordance with the provisions of this Labor Management Relations Ordinance.

**SECTION 20. JUDICIAL ENFORCEMENT--STANDARD OF REVIEW.**

A. The Board may request the District Court to enforce any order issued pursuant to the Labor Management Relations Ordinance, including those for appropriate temporary relief and restraining orders. The Court shall consider the request for enforcement on the record made before the Board. The Court shall uphold the action of the Board and take appropriate action to enforce it unless it concludes that the order is:

- 1) Arbitrary, capricious or an abuse of discretion;
- 2) Not supported by substantial evidence on the record considered as a whole; or
- 3) Otherwise not in accordance with law.

B. Any person or party, including any labor organization affected by a final regulation, order or decision of the Board or Local Board, may appeal to the district court for further relief.



All such appeals shall be based upon the record made at the Board or Local Board hearing. All such appeals to the district court shall be taken within thirty days of the date of the final regulation, order or decision of the Board or Local Board. Actions taken by the Board or Local Board shall be affirmed unless the court concludes that the action is:

- 1) arbitrary, capricious or an abuse of discretion;
- 2) not supported by substantial evidence on the record taken as a whole; or
- 3) otherwise not in accordance with law.

**SECTION 21. SEVERABILITY.**

If any part or application of the County of Roosevelt Labor Management Relations Ordinance is held invalid, the remainder or its application to other situations or persons shall not be affected.

**SECTION 22. EFFECTIVE DATE.**

The effective date of the County of Roosevelt Labor Management Relations Ordinance is March 31, 1993.

B. C. "Blonnie" Rea  
B. C. "Blonnie" Rea, Chairman  
Roosevelt County Commission

ATTEST:

Maudene Haragan  
Maudene Haragan  
Roosevelt County Clerk

ROOSEVELT CO. NM  
DATE \_\_\_\_\_ TIME \_\_\_\_\_  
BK. 2 PG. 655  
1993 MAR -3 AM 8:28  
MAUDENE HARAGAN-CLERK  
BY Vina Billberry

