

RESOLUTION NO. 2018- 52

A RESOLUTION ADOPTING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN DOÑA ANA COUNTY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 18, BLUE COLLAR, LOCAL 2709

WHEREAS, on August 27, 2017, Doña Ana County (hereinafter "County") and American Federation of State, County and Municipal Employees, Council 18, Local 2709, representing Blue Collar employees (hereinafter "AFSCME") entered into a collective bargaining for an agreement governing the terms and conditions of employment for all employees within the collective bargaining unit; and

WHEREAS it was determined that it would be in the best interest of County and AFSCME to make modify the collective bargaining agreement with respect to wages paid to employees within the collective bargaining unit the County and AFSCME agreed to negotiate on the issues of wages; and

WHEREAS the negotiating teams for the County and AFSCME have completed their negotiations and have come to an agreement to amend the collective bargaining agreement;

IT IS HEREBY RESOLVED by the Board of County Commissioners of Doña Ana County (hereinafter "BOCC") that the amendment to the collective bargaining agreement between the County and AFSCME representing Blue Collar employees is approved and shall become effective upon the first full pay period of fiscal year 2019.

IT IS FURTHER RESOLVED that the BOCC delegates signature authority of the Amendment to the Collective Bargaining Agreement to the Interim County Manager.

ADOPTED this 26th day of June 2018

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Benjamin L. Rawson
Benjamin L. Rawson, Chair, District 4 For / Against

Isabella Solis
Isabella Solis, Vice Chair, District 3 For / Against

Billy G. Garrett
Billy G. Garrett, District 1 For / Against

Ramon S. Gonzalez
Ramon S. Gonzalez, District 2 For / Against

Kim Hakes
Kim Hakes, District 5 For / Against



ATTEST:

Scott Krahling

Scott Krahling
County Clerk



AMENDMENT TO
 AGREEMENT BETWEEN DONA ANA COUNTY, NEW MEXICO
 AND
 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES;
 NEW MEXICO COUNCIL 18, BLUE COLLAR, LOCAL 2709 AFL-CIO

Doña Ana County, New Mexico and the American Federation of State, County and Municipal Employees; New Mexico Council 18, Blue Collar, Local 2709, hereby agree to amend the collective bargaining agreement executed on August 28, 2017 as follows:

Appendix "A" (Compensation Step Plan) is hereby amended and replaced with the attached Compensation Step Plan date June 14, 2018.

This amendment becomes effective upon the first full pay period of the fiscal year 2019.

Dated this 26th day of June 2018.

AFSCME Council 18, Local 2709
 Council Representative

Doña Ana County
 Interim County Manager

By: *Jimmy Snow*
 Name: Jimmy Snow
 President

By: *Fernando R. Macias*
 Name: Fernando R. Macias

ATTEST:
 By:

Scott Krahling
 Scott Krahling, County Clerk



Executive Summary

Agenda Item Title

Approve resolution adopting an amendment to the collective bargaining agreement between the county and the American Federation of State, County and Municipal Employees, New Mexico Council 18, Blue Collar, Local 2709.

Summary of Item

On August 28, 2017 Doña Ana County and American Federation of State, County and Municipal Employees, New Mexico Council 18, Blue Collar, Local 2709 entered into a Collective Bargaining Agreement. Pursuant Article 24 (*Wage Increase and Reopener*) the parties were allowed to re-open the agreement for two items (not including wages) in March 2018 and March 2019.

The parties discussed and negotiated potential changes to two items brought forward by the union but ultimately no changes were made relative to the items brought forward by the union.

Although not subject to reopener under the contract, the BOCC authorized negotiation with the union to provide pay raises to the employees within the Blue Collar Union if the union consented to the increase. Consent of the union was required as wages are mandatory subjects of bargaining and cannot be unilaterally imposed even the pay increase were to the benefit of the employees.

The County proposed an adjustment to the pay scale for the Blue Collar bargaining unit of 4% plus moving the employees to their next step of the pay plan per the current contract resulting in effective pay increases of approximately 6.5%. Additionally it was proposed that for any step in the pay plan that was under \$9.20/hour (the Las Cruces minimum wage) that step would be moved to \$9.20.

After discussion and negotiations the parties agreed to an amendment to Article 24 (*Wage Increase and Reopener*) to reflect an increase of 4% to the pay scale.

The pay increases will take effect for the first full pay period of the 2019 fiscal year.

Dona Ana County
 Compensation Step Plan
 14-Jun-18
 Version 2

Appendix "A"
 Agreement Between
 Dona Ana County
 and
 AFSCME, Blue Collar, Local 2709

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Laborer	9.20	9.20	9.20	9.20	9.20	9.30	9.30	9.52	9.73	9.94	10.16	10.38	10.60	10.82	11.03	11.24	11.46	11.68	11.90	12.12	12.33	12.54	12.76	12.98	13.19
Vector Control Assistant	9.20	9.20	9.20	9.20	9.20	9.30	9.30	9.52	9.73	9.94	10.16	10.38	10.60	10.82	11.03	11.24	11.46	11.68	11.90	12.12	12.33	12.54	12.76	12.98	13.19
Building Attendant	9.20	9.20	9.20	9.20	9.28	9.51	9.73	9.96	10.18	10.41	10.64	10.87	11.10	11.33	11.54	11.77	12.00	12.22	12.45	12.68	12.91	13.14	13.35	13.58	13.81
Grounds Worker	9.24	9.48	9.73	9.98	10.23	10.48	10.73	10.98	11.23	11.48	11.73	11.98	12.24	12.49	12.74	12.99	13.24	13.49	13.74	13.99	14.24	14.49	14.74	14.99	15.24
Equipment Service Specialist	9.69	9.95	10.21	10.48	10.74	11.00	11.26	11.52	11.79	12.05	12.31	12.57	12.83	13.10	13.36	13.62	13.88	14.15	14.41	14.67	14.93	15.19	15.46	15.72	15.98
Facilities Maintenance Worker	9.69	9.95	10.21	10.48	10.74	11.00	11.26	11.52	11.79	12.05	12.31	12.57	12.83	13.10	13.36	13.62	13.88	14.15	14.41	14.67	14.93	15.19	15.46	15.72	15.98
Utilities Maintenance Worker	9.69	9.95	10.21	10.48	10.74	11.00	11.26	11.52	11.79	12.05	12.31	12.57	12.83	13.10	13.36	13.62	13.88	14.15	14.41	14.67	14.93	15.19	15.46	15.72	15.98
Fairgrounds Ops & Maint Worker	10.18	10.46	10.73	11.01	11.28	11.56	11.84	12.12	12.39	12.67	12.94	13.22	13.49	13.77	14.04	14.32	14.59	14.87	15.14	15.42	15.69	15.97	16.24	16.53	16.80
Veterinary Assistant	10.18	10.46	10.73	11.01	11.28	11.56	11.84	12.12	12.39	12.67	12.94	13.22	13.49	13.77	14.04	14.32	14.59	14.87	15.14	15.42	15.69	15.97	16.24	16.53	16.80
Airport Ops & Maint Worker	10.68	10.97	11.26	11.54	11.84	12.12	12.42	12.71	13.00	13.28	13.57	13.86	14.15	14.45	14.74	15.02	15.31	15.60	15.89	16.18	16.47	16.75	17.05	17.34	17.63
Animal Control & Codes Officer	10.68	10.97	11.26	11.54	11.84	12.12	12.42	12.71	13.00	13.28	13.57	13.86	14.15	14.45	14.74	15.02	15.31	15.60	15.89	16.18	16.47	16.75	17.05	17.34	17.63
Equipment Operator	10.68	10.97	11.26	11.54	11.84	12.12	12.42	12.71	13.00	13.28	13.57	13.86	14.15	14.45	14.74	15.02	15.31	15.60	15.89	16.18	16.47	16.75	17.05	17.34	17.63
Vector Control Technician	10.68	10.97	11.26	11.54	11.84	12.12	12.42	12.71	13.00	13.28	13.57	13.86	14.15	14.45	14.74	15.02	15.31	15.60	15.89	16.18	16.47	16.75	17.05	17.34	17.63
Signing Technician	11.78	12.11	12.42	12.74	13.06	13.37	13.70	14.02	14.33	14.65	14.98	15.29	15.61	15.93	16.24	16.57	16.89	17.20	17.52	17.85	18.16	18.48	18.80	19.12	19.44
Environmental Codes Lead	11.78	12.11	12.42	12.74	13.06	13.37	13.70	14.02	14.33	14.65	14.98	15.29	15.61	15.93	16.24	16.57	16.89	17.20	17.52	17.85	18.16	18.48	18.80	19.12	19.44
Water/Wastewater Operation I	11.78	12.11	12.42	12.74	13.06	13.37	13.70	14.02	14.33	14.65	14.98	15.29	15.61	15.93	16.24	16.57	16.89	17.20	17.52	17.85	18.16	18.48	18.80	19.12	19.44
Electrician	12.97	13.32	13.68	14.02	14.37	14.73	15.08	15.43	15.78	16.13	16.48	16.84	17.19	17.55	17.89	18.24	18.60	18.94	19.29	19.65	20.00	20.35	20.70	21.05	21.40
Heavy Equipment Operator	12.97	13.32	13.68	14.02	14.37	14.73	15.08	15.43	15.78	16.13	16.48	16.84	17.19	17.55	17.89	18.24	18.60	18.94	19.29	19.65	20.00	20.35	20.70	21.05	21.40
HVAC Technician	12.97	13.32	13.68	14.02	14.37	14.73	15.08	15.43	15.78	16.13	16.48	16.84	17.19	17.55	17.89	18.24	18.60	18.94	19.29	19.65	20.00	20.35	20.70	21.05	21.40
Mechanic	12.97	13.32	13.68	14.02	14.37	14.73	15.08	15.43	15.78	16.13	16.48	16.84	17.19	17.55	17.89	18.24	18.60	18.94	19.29	19.65	20.00	20.35	20.70	21.05	21.40
Water/Wastewater Operator II	13.61	13.98	14.35	14.72	15.09	15.45	15.83	16.19	16.57	16.93	17.31	17.67	18.03	18.41	18.77	19.15	19.51	19.88	20.25	20.62	20.99	21.36	21.73	22.10	22.46
Heavy Equipment Mechanic	14.30	14.68	15.07	15.46	15.85	16.23	16.62	17.00	17.40	17.78	18.17	18.55	18.94	19.33	19.72	20.10	20.49	20.88	21.27	21.65	22.04	22.42	22.82	23.20	23.59
Water/Wastewater Operator III	15.76	16.18	16.61	17.04	17.46	17.89	18.31	18.74	19.17	19.59	20.02	20.45	20.88	21.31	21.74	22.16	22.59	23.02	23.44	23.87	24.29	24.72	25.15	25.57	26.00
Water/Wastewater Operator IV	18.24	18.74	19.23	19.73	20.22	20.72	21.21	21.70	22.19	22.69	23.18	23.68	24.17	24.67	25.16	25.66	26.15	26.64	27.13	27.63	28.12	28.62	29.11	29.61	30.10
Water Utility Maintenance Op	18.24	18.74	19.23	19.73	20.22	20.72	21.21	21.70	22.19	22.69	23.18	23.68	24.17	24.67	25.16	25.66	26.15	26.64	27.13	27.63	28.12	28.62	29.11	29.61	30.10
Water/Wastewater Lead	20.74	21.35	21.91	22.48	23.06	23.62	24.19	24.76	25.32	25.90	26.47	27.03	27.60	28.17	28.74	29.31	29.88	30.45	31.01	31.58	32.16	32.72	33.29	33.86	34.42

COUNTY OF DONA ANA)
 STATE OF NEW MEXICO) ss
 RESOLUTION
 PAGES: 4

I Hereby Certify That This Instrument Was Filed for
 Record On JUN 28, 2018 03:41:25 PM
 And Was Duly Recorded as Instrument # G2018-0088
 Of The Records Of Dona Ana County



Witness My Hand And Seal Of Office,
 Scott Krahlhing, County Clerk, Dona Ana, NM

Deputy Gerardo Barrera