

*AMENDMENT TO
FIRST AMENDED AGREEMENT DATED JUNE 24, 2022 BETWEEN
DOÑA ANA COUNTY, NEW MEXICO
AND*

*AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES;
NEW MEXICO COUNCIL 18,
BLUE COLLAR, LOCAL 2709 AFL-CIO*

The Agreement between Doña Ana County and the American Federation of State, County and Municipal Employees, New Mexico Council 18, Local 2709 (Blue Collar) executed on June 24, 2024 is amended to as follows:

Article 6 **LABOR MANAGEMENT COMMITTEE**

1. The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least monthly at a mutually agreed upon time and place on paid status for all members of the committee. The Union and the Employer shall each appoint one co-chairperson and up to three additional members.
2. The LMC shall be free to address, without restriction, any topic of interest or concern which affects working conditions of bargaining unit employees, including but not limited to compensation and benefits. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, and signed and dated by the authorized representatives of the parties respectively (e.g. a Memorandum of Understanding).

ARTICLE 17 **PROMOTIONS AND TRANSFERS**

1. Qualified employees within the bargaining unit will be given first consideration for filling a vacancy within the bargaining unit, promotions within the bargaining unit, transfer or assignment within the bargaining unit.
2. Selection for promotion or transfer will be made on basis of education, experience, training, skills, job performance and other abilities, as well as test scores, where applicable. Where these are equal among candidates, seniority in the department will be the deciding factor.
3. When there is a vacancy within a department which could allow an employee assigned to that unit a promotional opportunity, a notice of such vacancy will be posted on the appropriate bulletin boards for a period of fourteen (14) calendar days. In cases where a promotional testing list exists, vacancies will not be posted but selection will be made from the list. All circulars will be made available to the Union President.
4. An employee who applies for a position and does not meet the stated criteria/qualifications will, upon written request, be given appropriate written reason(s) why the applicant was not qualified. The reasons shall be returned to the applicant within twenty (20) calendar days after

the written request has been received. The written reason(s) is intended to be instructional for the applicant. The reason(s) shall not be grievable under this agreement's Grievance procedure unless the reason(s) violate protections set forth in this agreement. The Union President or his/her designee may meet with the department director on recommended criteria for consideration when a position vacancy exists.

5. If an employee changes position, through transfer, promotion or demotion, during the initial probationary period, the one (1) year period shall be restarted in the new position.
6. If the probationary period is restarted, an evaluation shall be completed every four (4) months for one full year in the new position.
7. An employee who previously completed probation and accepts a position as a Sheriff's Office Cadet, Trainee or Certified Law Enforcement Officer will serve a one (1) year probationary period from the date of certification or hire into the law enforcement position, whichever is greater. These employees will continue to be eligible for the benefits in which they are enrolled.
8. Other than #7 above, if an employee changes position, through transfer, promotion or demotion, after their initial probationary period, the employee shall not be required to do another probationary period.

Article 21 **UNIFORMED JOB CLASSIFICATIONS (EXCLUDING ANIMAL CONTROL AND CODES)**

- I. The County must provide within the first 90 days following the start of the fiscal year, annually to employees in positions that are required to wear uniforms (excluding Animal Control and Codes) the following uniform items:
 - A. Five shirts;
 - B. Five pairs of pants with the understanding that if the employee selects jeans that they will be responsible to pay any necessary taxes on the items;
 - C. A voucher for \$600 annually for two pairs of work boots.
 - D. All Blue Collar employees other than Mechanics will receive a jacket or vest (at the employee's discretion) on even years and a pair of coveralls on odd years.

- E. Mechanics will receive three pairs of coveralls and one jacket or vest (at the employee's discretion) annually.
2. The County may require additional uniform articles, and if it does so, it will provide an appropriate number of such articles to the employee.
 3. The County will replace uniform articles that become damaged or too worn. If there is a disagreement relating to the replacement of a uniform article, the department director's determination shall be final.
 4. The County must provide proper tools for employees to complete their work safely.
 5. The County must provide all necessary PPE required under OSHA and State law.
 6. ASE certified mechanics will be provided with ASE insignia on all shirts, jackets and coveralls in line with their certifications.
 7. Upon separation from the county, employees shall return any and all uniform items in the employee's possession which have the Doña Ana County name or logo on the uniform item.

Article 30

WAGE INCREASE AND RE-OPENER

1. Bargaining Unit employees' compensation shall be determined using the compensation plan (Attached as Appendix A) for the employee's classification with steps based upon their years of service in classification. Upon being hired, a new employee's work and education history will be evaluated, using the criterion set forth in Section III of the Human Resources Policies and Procedures adopted by this contract, and the employee will be placed within the appropriate step in the Compensation Plan as determined by the Human Resources Director, in consultation with the appropriate department head/supervisor. Credit for work experience and education applies only to the rate of pay and not to other seniority.
2. An employee who voluntarily terminates employment on good terms (not as a result of any disciplinary action or in lieu of disciplinary action or with disciplinary action pending), and returns to employment within one year of separation from the County, will return at the pay step at which they left. An employee who returns to employment after one year will be given credit for prior years of service as set forth in paragraph 1 above.
3. Pay increases, including movement to the next step in the compensation plan, will become effective the beginning of the first full pay period after ratification by the union and the Board of County Commissioners. Advancement to all future steps will occur on the first full pay period of the fiscal year.

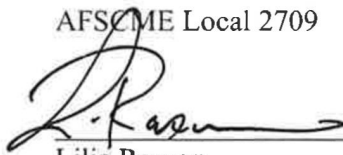
4. Vector Control Technicians who hold or obtain the following certificates will receive an additional twenty-five cents (\$0.25) per hour for each of the following certifications:

- A. 3A – Ornamental Turf Pests
- B. 3B – Ornamental Turf Weeds
- C. 7B – Vertebrate Pests

5. The Union or the County may re-open this Agreement for two issues not to include wages in March 2023 and for wages and two additional issues in March 2024.

All other provisions of the agreement remain in full force and effect.

AFSCME Local 2709



Lilia Rascon
President

7/8/24
Date

Doña Ana County



Stephen Lopez
Interim County Manager

07/10/2024
Date

APPENDIX A 2024
Dona Ana County
Compensation Step Plan - Blue Collar
\$15 stepped

		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	4	15.00	15.15	15.30	15.45	15.61	15.77	15.92	16.08	16.24	16.41	16.57	16.74	16.90	17.07	17.24	17.41	17.59	17.76	17.94	18.12	18.30	18.49	18.67	18.86	19.05	1% between steps
Vector Control Assistant	4	15.00	15.15	15.30	15.45	15.61	15.77	15.92	16.08	16.24	16.41	16.57	16.74	16.90	17.07	17.24	17.41	17.59	17.76	17.94	18.12	18.30	18.49	18.67	18.86	19.05	
Building Attendant	4	15.00	15.15	15.30	15.45	15.61	15.77	15.92	16.08	16.24	16.41	16.57	16.74	16.90	17.07	17.24	17.41	17.59	17.76	17.94	18.12	18.30	18.49	18.67	18.86	19.05	
Grounds Worker	4	15.00	15.15	15.30	15.45	15.61	15.77	15.92	16.08	16.24	16.41	16.57	16.74	16.90	17.07	17.24	17.41	17.59	17.76	17.94	18.12	18.30	18.49	18.67	18.86	19.05	
Equipment Service Specialist	5	15.15	15.34	15.53	15.73	15.92	16.12	16.32	16.53	16.73	16.94	17.15	17.37	17.59	17.81	18.03	18.25	18.48	18.71	18.95	19.18	19.42	19.67	19.91	20.16	20.41	1% ↑ Grade 4
Facilities Maintenance Worker	5	15.15	15.34	15.53	15.73	15.92	16.12	16.32	16.53	16.73	16.94	17.15	17.37	17.59	17.81	18.03	18.25	18.48	18.71	18.95	19.18	19.42	19.67	19.91	20.16	20.41	1.25% between steps
Utilities Maintenance Worker	5	15.15	15.34	15.53	15.73	15.92	16.12	16.32	16.53	16.73	16.94	17.15	17.37	17.59	17.81	18.03	18.25	18.48	18.71	18.95	19.18	19.42	19.67	19.91	20.16	20.41	
Fairgrounds Ops & Maint Worker	6	15.30	15.49	15.69	15.88	16.08	16.28	16.49	16.69	16.90	17.11	17.33	17.54	17.76	17.98	18.21	18.44	18.67	18.90	19.14	19.37	19.62	19.86	20.11	20.36	20.62	1% ↑ Grade 5
Live Evidence Technician	6	15.30	15.49	15.69	15.88	16.08	16.28	16.49	16.69	16.90	17.11	17.33	17.54	17.76	17.98	18.21	18.44	18.67	18.90	19.14	19.37	19.62	19.86	20.11	20.36	20.62	1.25% between steps
Veterinary Assistant	6	15.30	15.49	15.69	15.88	16.08	16.28	16.49	16.69	16.90	17.11	17.33	17.54	17.76	17.98	18.21	18.44	18.67	18.90	19.14	19.37	19.62	19.86	20.11	20.36	20.62	
Airport Ops & Maint Worker	7	15.45	15.65	15.84	16.04	16.24	16.44	16.65	16.86	17.07	17.28	17.50	17.72	17.94	18.16	18.39	18.62	18.85	19.09	19.33	19.57	19.81	20.06	20.31	20.57	20.82	1% ↑ Grade 6
Vector Control Technician	7	15.45	15.65	15.84	16.04	16.24	16.44	16.65	16.86	17.07	17.28	17.50	17.72	17.94	18.16	18.39	18.62	18.85	19.09	19.33	19.57	19.81	20.06	20.31	20.57	20.82	1.25% between steps
Signing Technician	9	15.61	15.84	16.08	16.32	16.57	16.82	17.07	17.32	17.58	17.85	18.11	18.39	18.66	18.94	19.23	19.51	19.81	20.10	20.41	20.71	21.02	21.34	21.66	21.98	22.31	1% ↑ Grade 7
Water/Wastewater Operator I	9	15.61	15.84	16.08	16.32	16.57	16.82	17.07	17.32	17.58	17.85	18.11	18.39	18.66	18.94	19.23	19.51	19.81	20.10	20.41	20.71	21.02	21.34	21.66	21.98	22.31	1.5% between steps
Electrician	11	16.00	16.28	16.56	16.85	17.15	17.45	17.75	18.07	18.38	18.70	19.03	19.36	19.70	20.05	20.40	20.75	21.12	21.49	21.86	22.25	22.64	23.03	23.43	23.84	24.26	2.5% ↑ Grade 9
Animal Control & Codes Officer	11	16.00	16.28	16.56	16.85	17.15	17.45	17.75	18.07	18.38	18.70	19.03	19.36	19.70	20.05	20.40	20.75	21.12	21.49	21.86	22.25	22.64	23.03	23.43	23.84	24.26	1.75% between steps
Equipment Operator	11	16.00	16.28	16.56	16.85	17.15	17.45	17.75	18.07	18.38	18.70	19.03	19.36	19.70	20.05	20.40	20.75	21.12	21.49	21.86	22.25	22.64	23.03	23.43	23.84	24.26	
HVAC Technician	11	16.00	16.28	16.56	16.85	17.15	17.45	17.75	18.07	18.38	18.70	19.03	19.36	19.70	20.05	20.40	20.75	21.12	21.49	21.86	22.25	22.64	23.03	23.43	23.84	24.26	
Mechanic	11	16.00	16.28	16.56	16.85	17.15	17.45	17.75	18.07	18.38	18.70	19.03	19.36	19.70	20.05	20.40	20.75	21.12	21.49	21.86	22.25	22.64	23.03	23.43	23.84	24.26	
Water/Wastewater Operator II	12	16.40	16.69	16.98	17.28	17.58	17.89	18.20	18.52	18.84	19.17	19.51	19.85	20.19	20.55	20.91	21.27	21.65	22.02	22.41	22.80	23.20	23.61	24.02	24.44	24.87	2.5% ↑ Grade 11 1.75% between steps
Heavy Equipment Operator	13	16.81	17.15	17.49	17.84	18.19	18.56	18.93	19.31	19.69	20.09	20.49	20.90	21.32	21.74	22.18	22.62	23.08	23.54	24.01	24.49	24.98	25.48	25.99	26.51	27.04	2.5% ↑ Grade 12
Heavy Equipment Mechanic	13	16.81	17.15	17.49	17.84	18.19	18.56	18.93	19.31	19.69	20.09	20.49	20.90	21.32	21.74	22.18	22.62	23.08	23.54	24.01	24.49	24.98	25.48	25.99	26.51	27.04	2% between steps
Environmental Codes Lead	13	16.81	17.15	17.49	17.84	18.19	18.56	18.93	19.31	19.69	20.09	20.49	20.90	21.32	21.74	22.18	22.62	23.08	23.54	24.01	24.49	24.98	25.48	25.99	26.51	27.04	
Electrician II	15	18.49	18.86	19.24	19.62	20.01	20.41	20.82	21.24	21.66	22.10	22.54	22.99	23.45	23.92	24.40	24.89	25.38	25.89	26.41	26.94	27.48	28.02	28.59	29.16	29.74	10% ↑ Grade 13
HVAC Technician II	15	18.49	18.86	19.24	19.62	20.01	20.41	20.82	21.24	21.66	22.10	22.54	22.99	23.45	23.92	24.40	24.89	25.38	25.89	26.41	26.94	27.48	28.02	28.59	29.16	29.74	2% between steps
Water/Wastewater Operator III	15	18.49	18.86	19.24	19.62	20.01	20.41	20.82	21.24	21.66	22.10	22.54	22.99	23.45	23.92	24.40	24.89	25.38	25.89	26.41	26.94	27.48	28.02	28.59	29.16	29.74	
Water/Wastewater Operator IV	18	20.80	21.22	21.64	22.07	22.52	22.97	23.43	23.89	24.37	24.86	25.36	25.86	26.38	26.91	27.45	28.00	28.56	29.13	29.71	30.30	30.91	31.53	32.16	32.80	33.46	12.5% ↑ Grade 15
Water Utility Maintenance Op	18	20.80	21.22	21.64	22.07	22.52	22.97	23.43	23.89	24.37	24.86	25.36	25.86	26.38	26.91	27.45	28.00	28.56	29.13	29.71	30.30	30.91	31.53	32.16	32.80	33.46	2% between steps
Water/Wastewater Lead	19	23.40	23.87	24.35	24.83	25.33	25.84	26.35	26.88	27.42	27.97	28.53	29.10	29.68	30.27	30.88	31.50	32.13	32.77	33.42	34.09	34.77	35.47	36.18	36.90	37.64	12.5% ↑ Grade 18 2% between steps

Note:
Minimum wage increase:
1/1/2023 = \$12.50