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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 5 Ordinance/Resolution# 12-165

For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of 4/2/2012  
 (Adoption Date)

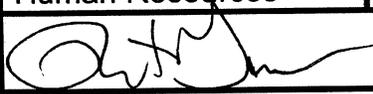
Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE: A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENT BETWEEN THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION (USW) AND THE CITY OF LAS CRUCES.**

**PURPOSE(S) OF ACTION:**

Amend two (2) articles of the current collective bargaining agreement.

<b>COUNCIL DISTRICT: N/A</b>		
<b><u>Drafter/Staff Contact:</u></b> Andre Moquin	<b><u>Department/Section:</u></b> Human Resources	<b><u>Phone:</u></b> 528-3401
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

In June 2010 Council approved the collective bargaining agreement (CBA) between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (Blue Collar Union) and the City of Las Cruces (City). In concurrence with the Article 24 of the CBA, the parties entered into negotiations on March 8, 2012.

On March 20, 2012 the parties reached agreement on all negotiated items which resulted in proposed changes to Article 12 Work Hours, and Article 24 Pay Increase.

Changes to Article 12 include the clarification of pay for union members when City Offices are closed due to inclement weather as well as compensation at one and one half their hourly rate for any hours worked on these days. (Exhibit A)

Changes to Article 24 will result in a one and one half (1.5) percent increase to the wages of employees represented by the Blue Collar Union. (Exhibit B) The increase will be effective at the beginning of the first full pay period after Council approval (Sunday April 15, 2012). If approved, the estimated general fund budgetary impact for the remainder of FY 13 will be eighteen thousand (\$18,000) dollars.

(Continue on additional sheets as required)

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Article 12. Work Hours.
3. Exhibit "B", Article 24. Pay Increase.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below	
	No	<input checked="" type="checkbox"/>	If No, then check one below:	
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: Current salary budgets	
		<input checked="" type="checkbox"/>	Proposed funding is from fund balance in the <u>Salary Fund</u> .	
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: in the amount of \$ _____ for FY__.	
	N/A	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Funding for this resolution will affect five (5) pay periods of the current fiscal year and come from various accounts.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Various	Various	Various	Various	Various	Various

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the negotiated changes to the Blue Collar Union Agreement.
2. Vote "No"; this will require the parties resume negotiations.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

**RESOLUTION NO. 12-165****A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENT BETWEEN THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION (USW) AND THE CITY OF LAS CRUCES.**

The City Council is informed that:

**WHEREAS**, in June 2010 Council approved the collective bargaining agreement (CBA) between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (Blue Collar Union) and the City of Las Cruces (City); and

**WHEREAS**, in concurrence with the Article 24 of the CBA, the parties entered into negotiations on March 8, 2012; and

**WHEREAS**, on March 20, 2012 the parties reached agreement on all negotiated items which resulted in proposed changes to Article 12 Work Hours and Article 24 Pay Increase; and

**WHEREAS**, changes to Article 12 include the clarification of pay for union members when City Offices are closed due to inclement weather as well as compensation at one and one half their hourly rate for any hours worked on these days; and

**WHEREAS**, changes to Article 24 will result in a one and one half (1.5) percent increase to the wages of employees represented by the Blue Collar Union.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the changes to the CBA Articles 12 and 24, attached herein as Exhibits A and B are hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

VOTE:

Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Smith: \_\_\_\_\_  
Councillor Pedroza: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_  
Councillor Sorg: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ARTICLE 12. WORK HOURS**

- A. The normal work week for full-time regular employees of the Employer in the bargaining unit shall be forty (40) hours. The work day shall normally include a non-paid lunch period of either thirty (30) or sixty (60) minutes.
- B. Any full-time employee reporting for work on his/her scheduled shift, unless notified by his/her supervisor not to report, or is sent home after reporting; shall be guaranteed four (4) hours of work or pay, unless:
1. The employee is sick or unfit for duty; or
  2. The employee leaves without the permission of his/her supervisor.
  - 2.3. In the event that the City Manager closes City services for inclement weather, or any other reason he deems necessary, all employees who do not work shall be compensated up to ten (10) hours of regular pay for hours they were schedule to work on that day. All employees who are called or made to work shall be compensated at one and one half (1 ½) times their hourly rate for all hours worked. Employees may not refuse these assignments.
- C. Any employee who, without good cause shown to the satisfaction of the Employer, fails to report to work for three (3) consecutive work days without prior approval of the supervisor or designee shall be deemed to have abandoned his/her employment and shall be subject to disciplinary action, up to and including termination.
- D. All full time employees shall be scheduled to work on a regular schedule. This shall not apply to relief employees (i.e. transit relief drivers).
- E. Employees will be notified of their shift, work days, and hours. Work schedules will normally not be changed without reasonable notice to the employees. Upon request, the Union shall be provided with the work schedule of any employee in the bargaining unit. Employees will have the right to ask for written schedules when change occurs.
- F. Subject to work schedules and service delivery needs, full-time employees (except Transit Operators) may be allowed a rest period of up to fifteen (15) minutes, including up to five (5) minutes of travel time, in each half of the work shift. Rest periods may be combined during a day at the discretion of the supervisor to meet operational needs of the City. Rest periods cannot be accumulated from day to day and cannot be used in conjunction with other paid time off, starting and quitting times, or the lunch period. Rest periods are subject to scheduling and interruption by the supervisor. An additional fifteen (15) minute rest period may be allowed between shifts if an employee is scheduled to work a double shift. Transit Operators may be allowed a rest period not to exceed the length of time equal to their scheduled route headway.
- G. Each section shall have a wall clock mounted in a common area which shall be designated as the official time piece.
- H. Time keeping methods and Rrecord keeping of hours worked will be done in compliance with Fair Labor Standards Act using methods determined by management.

**ARTICLE 24. PAY INCREASE**

- A. Effective on the first full pay period after adoption of this contract by the City council and ratification by Union membership, all eligible bargaining unit employees shall receive an increase to base wages of one and one half (1.5) percent.
- A.B. Effective April 15<sup>th</sup>, 2012, after adoption of contract amendments by the City council and ratification by Union membership, all eligible bargaining unit employees shall receive an increase to base wages of one and one half (1.5) percent.
- B.C. No earlier than one hundred and twenty (120) days prior to the second anniversary date of adoption, either party may notify the other in writing of its desire to re-open this Agreement, provided such re-opener shall be limited to Article 24 Pay Increase and one (1) other article. Upon such notice given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters.
- C.D. There shall be no other increase during the term of this agreement.