MEMORANDUM OF AGREEMENT

Amending the August 2022 Collective Bargaining Agreement between New Mexico State University and AFSCME Local 2393 (First Amendment)

WHEREAS, in August 2022, New Mexico State University (NMSU) and the AFSCME Local 2393 (Union), collectively referred to as the Parties, entered into a collective bargaining agreement ("CBA") establishing the terms and conditions of employment for employees of the bargaining unit covered by the CBA for the period August 25, 2022 through June 30, 2025; and

WHEREAS, the Parties have agreed that all BUEs who: (1) work in the plumbing or electrical trades; (2) earn the minimum number of hours required working as an apprentice under the supervision of a licensed journeyman; and (3) pass the journeyman test, will be reclassified and paid at the appropriate pay grade for the classification.

NOW, THEREFORE, based on the above-described circumstances, the Parties agree to the terms of this **First Amendment** as follows:

Effective upon approval of this First Amendment, and signature by the authorized representative of each Party, the terms of Article 18, Section 11. Journeyman License Attainment Wage Adjustment, August 2022 CBA will be updated to include the revised following language:

Section 11. Journeyman License Attainment Wage Adjustment.

A BUE who: (1) works in the plumbing or electric trades; (2) earns the minimum number of hours required working as an apprentice under the supervision of a licensed journeyman; and (3) passes the journeyman test, will be reclassified and paid at the appropriate pay grade for the classification. Supervisors are responsible for submitting a request for reclassification. BUEs who obtain a journeyman's license and are reclassified must remain employed with NMSU in a position utilizing the journeyman's license (e.g. HVAC Mechanic, HVAC Mechanic Lead, Plumber, Plumber Lead, Electrician, Master Electrician, Steam Fitter, or Plant Operator) for three (3) years after obtaining the license. Failure to complete three (3) years of employment following licensure will result in the employee reimbursing NMSU, pro-rata, for the cost of the license and the class to obtain the license.

By signing below, the individuals represent that they are duly authorized to sign on behalf of their respective Party this **First Amendment** to the Parties' CBA covering the period August 25, 2022 through June 30 2025, indicating agreement to terms set forth above:

FOR THE UNION: FOR NMSU: Dan E. Arvizu, Chancellor

Date