



1 (b) “Contractor” shall mean a person entering into or performing a Public Works  
2 Construction Project.

3  
4 (c) “Public Works Construction Project” or “Project” shall include all site preparation,  
5 construction, abatement, demolition, renovation, rehabilitation and improvement under  
6 the jurisdiction of the Council and paid for in whole or in part by County funds and shall  
7 be limited to those projects with both (i) a projected construction cost of Seven Million  
8 and no/100ths (\$7,000,000.00) Dollars or more; (ii) employing workers in three (3) or  
9 more crafts, and (iii) is primarily sponsored by the County.

10  
11 (d) “Subcontractor” shall mean any person with whom a construction contractor or other  
12 subcontractor enters into a contract to perform a portion of any public works construction  
13 project.

14  
15 (e) “Union” or “Council” shall mean the New Mexico Building and Construction Trades  
16 Council and its affiliated unions and any other unions that become signatory to a  
17 Community Workforce Agreement governing the construction of a Public Works  
18 Construction Project.

19  
20 **Section 3. Use of Community Workforce Agreement**

21  
22 A Community Workforce Agreement may be utilized on any Public Works Construction Project  
23 where, in the judgement of the County Commission, it would serve the interests of County  
24 residents and taxpayers and where the total project cost is anticipated to exceed seven million  
25 dollars (\$7,000,000) and where at least three (3) crafts would be employed on the Project. The  
26 County may, in its discretion, direct that certain County-funded projects are not covered by a  
27 Community Workforce Agreement based the size of the project, the sources of funding, or other  
28 factors.

29  
30 This Chapter shall apply to all Public Works Construction Projects unless the existence of a  
31 Community Workforce Agreement will jeopardize State, Federal or other public funding  
32 sources. In all, it shall be set forth in the bid documents for the bid documents for the Public  
33 Works Construction Project as a condition of the award that the successful bidding, including  
34 contractors and subcontractors at all tiers, shall be required to sign an agreement to be bound and  
35 to enter into a Community Workforce Agreement. The successful general contract bidder shall  
36 execute a Master Labor Agreement which will be filed with the County Clerk and shall govern  
37 its work on the construction of the construction of the public works construction project  
38 according to its terms.

39  
40 **Section 4. Required Articles in Community Workforce Agreement**

41  
42 The County shall provide the required Community Workforce Agreement and the County shall  
43 make it available on the County’s website upon the effective date of this Ordinance. Any  
44 changes to the required Community Workforce Agreement shall be made by vote of the Board of  
45 County Commissioners, and will not affect a Community Workforce Agreement in effect for a  
46 specific Public Works Construction Project. Unless the Commission, by majority vote,

**CONTINUATION PAGE 3, ORDINANCE 2020-20.**

1 determines otherwise, the Community Workforce Agreement shall contain, at a minimum, the  
2 following articles:

- 3
- 4 (a) Coverage;
- 5
- 6 (b) Wages, Benefits, Terms and Conditions;
- 7
- 8 (c) Union Dispatch and Core Project Employees;
- 9
- 10 (d) No Work Stoppages;
- 11
- 12 (e) Management Rights;
- 13
- 14 (f) Jurisdictional and Other Disputes;
- 15
- 16 (g) Union Representation; and
- 17
- 18 (h) Helmets to Hardhats.
- 19
- 20

21 **Section 5. Compliance with State and Federal Law**

22  
23 This Chapter and the use of the Community Workforce Agreement shall be enforced only to the  
24 extent that it is consistent with the laws of the State of New Mexico and the United States.  
25

26  
27 **Section 6. Severability**

28  
29 If any section, paragraph, sentence, clause, word or phrase of this Ordinance is for any reason  
30 held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall  
31 not affect the validity of the remaining provisions of this Ordinance. The Commission hereby  
32 declares that it would have passed this Ordinance and each section, paragraph, sentence, clause,  
33 word or phrase thereof irrespective of any provisions being declared unconstitutional or  
34 otherwise invalid.  
35

36 **Section 7. Compilation**

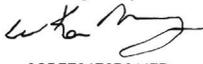
37  
38 This Ordinance prescribed by Sections 1 through 8 shall be incorporated in and made a part of  
39 the Bernalillo County Code.  
40  
41  
42  
43  
44  
45

**CONTINUATION PAGE 4, ORDINANCE 2020-20.**

1 **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF**  
2 **BERNALILLO COUNTY, NEW MEXICO** this 22<sup>nd</sup> day of September, 2020.  
3  
4

5 **APPROVED AS TO FORM**

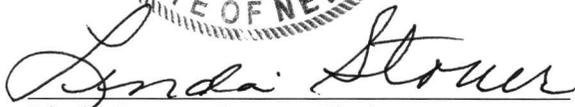
**BOARD OF COUNTY COMMISSIONERS**

6 DocuSigned by:  
  
7 8CDFE34E6D6147D...

8 W. Ken Martinez, County Attorney

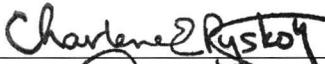


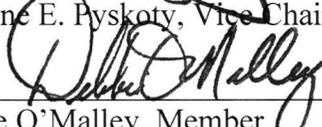
14 ATTEST

15  
16   
17 Linda Stover, County Clerk  
18  
19

**VOTED 'NO'**

Lonnie C. Talbert, Chair

  
Charlene E. Pyskoty, Vice Chair

  
Debbie O'Malley, Member

  
Steven Michael Quezada, Member

  
James M. Collie, Member