



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Special Meeting

*Denise Derkacs, Council Chair; Theresa Cull, Vice-Chair;
Melanee Hand; Suzie Havemann; Keith Lepsch; David Reagor;
and Randall Rytli, Councilors*

Monday, April 29, 2024

5:00 PM

Council Chambers - 1000 Central Avenue

NOTE: This meeting is in person and open to the public. However, for convenience, the following Zoom meeting link and/or telephone call in numbers may be used for public viewing and participation:

<https://us02web.zoom.us/j/84587518059>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592
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Webinar ID: 845 8751 8059

1. **OPENING/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**

This section of the agenda is reserved for comments from the public on items that do not require action by the Council or are not otherwise on the agenda.

4. **BUSINESS**

- A. [18712-24](#) Possible Approval of the Collective Bargaining Agreement Between The Incorporated County of Los Alamos and The International Brotherhood of Electrical Workers (IBEW) Local 611 (Public Works)

Presenters: Anne Laurent, County Manager, Mary Tapia, Human Resources Manager and Linda Matteson, Deputy County Manager

Attachments: [A- IBEW \(Public Works\) CBA - Final](#)

5. ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 662-8040 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in the Office of the County Manager at 663-1750 if a summary or other type of accessible format is needed.



County of Los Alamos

Staff Report

April 29, 2024

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): Quality Excellence - Effective, Efficient, and Reliable Services

Presenters: Anne Laurent, County Manager, Mary Tapia, Human Resources Manager and Linda Matteson, Deputy County Manager

Legislative File: 18712-24

Title

Possible Approval of the Collective Bargaining Agreement Between The Incorporated County of Los Alamos and The International Brotherhood of Electrical Workers (IBEW) Local 611 (Public Works)

Recommended Action

I move that the Council approve the Collective Bargaining Agreement between the Incorporated County of Los Alamos and The International Brotherhood of Electrical Workers (IBEW) Local 611 (Public Works) and direct the County Manager to execute the Agreement on behalf of the County.

County Manager's Recommendation

The County Manager recommends that Council approve the Agreement as requested.

Body

On September 20, 2023, a card-check was held to determine if a new bargaining unit of County employees was to be certified. The results indicated that there was a majority support for exclusive representation in a new and separate Public Works Department bargaining unit by the International Brotherhood of Electrical Workers (IBEW) Local 611.

A new Bargaining Unit includes all regular, non-probationary staff in the following job descriptions in the Public Works Department referred to as "Bargaining Unit Employees":

Electrical Apprentice
Electrical Journeyman
Electrical Foreman
Traffic Electrician 1
Traffic Electrician 2
Traffic Electrician 3

Los Alamos County and the International Brotherhood of Electrical Workers (IBEW) Local 611 (Public Works) entered into negotiations on January 25, 2024, and through a series of mutually agreed upon meetings, came to a tentative agreement on April 10, 2024. Attachment A shows the proposed collective bargaining agreement (CBA). The highlights of the CBA include:

1. Term of April 30, 2024 to June 30, 2027.
2. The following pay ranges (hourly rates) for Bargaining Unit Employees effective first full pay

period following ratification and signature of agreement and through FY2025:

Electrical Apprentice	\$22.93 - \$37.34
Electrical Journeyman	\$27.87 - \$45.49
Electrical Foreman	\$32.27 - \$52.54
Traffic Electrician 1	\$26.54 - \$43.23
Traffic Electrician 2	\$27.87 - \$45.49
Traffic Electrician 3	\$32.27 - \$52.54

3. Bargaining Unit Employees may earn salary increases of 1%, 2%, or 3% for “Meets Expectations”, “Exceeds Expectations”, or “Far Exceeds Expectations”, respectively, on their performance appraisal evaluation.
4. Boot allowance of \$500 annually for purchase of electrical hazard safety boots.
5. Provision of Fire Resistant uniform for all Bargaining Unit Employees.
6. Description of grievance process.
7. Salary structure increases of 2% (minimum) in FY2026 and FY2027.

The IBEW members of Local 611 (Public Works) have ratified the CBA on April 23, 2024.

Alternatives

The alternative is to disapprove the negotiated Agreement and direct the County to return to the negotiations table.

This proposed CBA is the result of good-faith negotiations between the County and the Public Works IBEW. Although the parties could continue to negotiate different terms, the staff believes that approval of this contract is in the parties' best interests.

Fiscal and Staff Impact/Unplanned Item

The fiscal impact of this agreement is approximately \$152k/year which will be recurring in FY25, and an additional 1-5% increase based on agreed upon Merit and Structure Increases in FY26 and FY27. A budget revision may be necessary and will be brought to Council since the funding is not part of the FY25 proposed budget, after carryover budget savings are analyzed.

Attachments

A - IBEW (Public Works) CBA - Final

AGREEMENT
BETWEEN
THE INCORPORATED COUNTY OF LOS ALAMOS



LOS ALAMOS

AND

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS – LOCAL 611**



_____, 2024 – June 30, 2027

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ARTICLE 1 – PREAMBLE

SECTION 1. PARTIES:

This collective bargaining agreement (“Agreement”) is made and entered into by and between the Incorporated County of Los Alamos in the State of New Mexico, hereinafter referred to as the “County”, and Local Union No. 611 of the International Brotherhood of Electrical Workers (“IBEW”), representing identified positions within the Public Works Department as identified in Article 3, hereinafter referred to as the “Union”. When referred to jointly, the County and the Union shall be referred to as the “Parties”.

SECTION 2. PURPOSE:

The purpose of this Agreement is to establish wages, hours, and other conditions of employment, and to protect the rights of Los Alamos County, IBEW Local Union 611, and to ensure the provision of quality services to the citizens of this County. The Parties agree to strive toward the achievement of harmonious and beneficial relationships by the adjustment of differences through positive and professional interactions.

SECTION 3. COPIES OF AGREEMENT:

Each party to this Agreement shall print sufficient copies for its own use.

ARTICLE 2 – NON-DISCRIMINATION

The Parties agree, to the extent allowed by law, that neither the Union’s nor the County’s respective policies or activities will discriminate against any Bargaining Unit Employee based upon race, color, religion, sex, age, national origin, sexual orientation or gender identity, disability or veteran status, or Union or non-Union affiliation. The Parties shall not discriminate against Bargaining Unit Employees on the basis of Union membership.

ARTICLE 3 – RECOGNITION

SECTION 1. RECOGNITION:

The County recognizes IBEW Local Union 611 as the sole and exclusive collective bargaining agent on behalf of all Bargaining Unit Employees in the designated bargaining unit for the positions of the following regular non-probationary positions: Electrical Apprentice, Electrical Journeyman, Electrical Foreman, Traffic Electrician 1, Traffic Electrician 2, and Traffic Electrician 3 in the Public Works Department (hereinafter referred to as “Bargaining Unit Employees”).

SECTION 2. SEVERABILITY:

If any provision of this Agreement is determined by final order of an administrative body or court with jurisdiction over the Parties to be contrary to State or Federal law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be subject to renegotiations by the Parties provided either party submits a request to reopen negotiations no later than 30 days after the Parties knew or reasonably should have known, on that issue only, that the provision was contrary to law.

ARTICLE 4 – NO STRIKE, SLOWDOWN OR LOCKOUT

The Parties acknowledge that the New Mexico Public Employee Bargaining Act and the Los Alamos Labor Management Relations Ordinance make strikes illegal. The Union, its officers, agents, representatives, members, and Bargaining Unit Employees agree that they shall not instigate, lead, engage in, or encourage a strike, slowdown, work stoppage or other interference of the County operations. The County shall not lockout Bargaining Unit Employees.

ARTICLE 5 – MANAGEMENT RIGHTS

Unless limited by the provisions of this Collective Bargaining Agreement or by other statutory provisions, the County shall:

- A. Direct the work of, promote, hire, assign, transfer, demote, suspend, discharge, or terminate a County Bargaining Unit Employee;
- B. Determine qualifications for employment and the nature and content of personnel examinations;
- C. Take lawful actions as may be necessary to carry out the mission of the County in emergencies; and
- D. Retain all rights not specifically limited by this Collective Bargaining Agreement or by the Public Employee Bargaining Act [NMSA 1978, §§ 10-7e-1 to 10-7e-26].

ARTICLE 6 – UNION RIGHTS

SECTION 1. DUES DEDUCTIONS:

The County will collect and forward dues deductions for Union membership from Bargaining Unit Employees who submit a written authorization form that is provided by the Union for this purpose. Such authorization will be in full force and effect for successive one-year periods unless an employee files a request in writing to the Union within the 30-day period of the anniversary date of the Collective Bargaining Agreement. Such dues will be forwarded to the International Brotherhood of Electrical Workers Local 611 union hall. The Union will indemnify and hold harmless the County against claims arising from the administration of this provision.

SECTION 2. STEWARDS:

The County recognizes the right of the Union to designate Bargaining Unit Employees as Stewards. Such Stewards will be granted leave without pay (when it does not interfere with their assigned duties and with the supervisor's approval) to see that the terms of this Agreement are enforced or for other Union business. The Union agrees to provide the County with the name of one authorized steward per division in the bargaining unit on July 1st of each year the Agreement is in effect and at each time a change in stewards occurs. If the County requests the assistance of the steward in addressing or resolving a matter, such time spent while on duty will be considered time worked.

ARTICLE 7 – SAFETY COMMITTEE

- A. The County and the Union recognize that there is a common interest in employee safety and strives for continuous improvement. The Parties agree to cooperate in the promotion of that common interest and to continue efforts to reduce and eliminate hazardous workplace conditions.
- B. Bargaining Unit Employees who feel their work assignment requires that they perform an illegal or unsafe act must contact their supervisor immediately. All Bargaining Unit Employees will comply with all safety regulations.
- C. The County has a county-wide safety committee that recommends the formulation of safety rules, regulations, and practices to improve upon the health and safety in the workplace and meets regularly. The Union will provide the name of a safety liaison to be appointed from this Bargaining Unit, to participate in this Safety Committee.

ARTICLE 8 – COUNTY PERSONNEL RULES

The County's Personnel Rules and Regulations will apply to Bargaining Unit Employees of this bargaining unit unless they conflict with the provisions of this Agreement.

If the County proposes a new rule or a change in an existing Personnel Rule which affects Bargaining Unit Employees, the County will provide notice of the proposed change(s) to the Union Business Manager(s), and either the County or the Business Manager(s) may set up an appointment to discuss the Business Manager's questions or concerns regarding the proposed changes and allow the Union Business Manager(s) to provide written input which will be presented to the appropriate board and/or management designee prior to the implementation of the changes.

Bargaining Unit Employees will not be discriminated against for their lawful participation in the political process of adoption and change of County Personnel Rules.

ARTICLE 9 – RULES

The County will not require Bargaining Unit Employees to work out of doors during heavy or continuous storms or during exceptionally cold weather, unless such work is necessary to protect life or maintain service to the public.

ARTICLE 10 – GRIEVANCE PROCEDURES

SECTION 1. PURPOSE:

There shall be no other grievance or appeal procedures for Bargaining Unit Employees in the bargaining unit other than those contained in this article.

SECTION 2. DEFINITIONS:

- A. The following disputes may be eligible for grievance:
 - 1. An alleged violation of this Agreement, involving the interpretation and application of its provisions.
 - 2. An allegation that a Bargaining Unit Employee has been adversely affected as a result of a violation of the County Personnel Rules, relevant to the Bargaining Unit Employee's terms and conditions of employment.
 - 3. A suspension without pay.
 - 4. An involuntary demotion, resulting in an actual loss of pay to a Bargaining Unit Employee.
 - 5. Involuntary termination of employment.
- B. Grievant: A grievant may include the Union or any Bargaining Unit Employee or the County.
- C. Days: Days referenced in this Agreement will mean Monday through Friday, not including holidays observed by the County.

SECTION 3. REPRESENTATION:

A grievant and the party charged may have any individual of the grievant or party's choosing to act as their representative at any hearing or meeting conducted under this procedure. If the Union is the grievant or representing a Bargaining Unit Employee during Steps 1 or 2 of this process, representatives outside the Union and County Management may be allowed to attend but may not participate.

SECTION 4. PROCESS:

Grievances will be filed on the grievance form attached hereto as Appendix A.

If the County fails to comply with the time limit requirements as set forth under any of the steps, the grievance shall be considered denied on the last day of the period and the grievant may move the grievance to the next level as set forth in this Article.

If the grievant fails to comply with the grievant's time-period requirements as set forth under any of the steps, the grievance shall be considered abandoned, null and void.

Only in cases of an appeal of a final determination of disciplinary action of a suspension without pay, involuntary demotion, or involuntary termination, the grievant must initiate the appeal within five (5) days of the notification of the final determination of disciplinary action. The grievant's appeal shall commence with the step in the grievance procedure outlined in Step 3 below.

STEP 1.

A grievance shall not be considered unless the grievant files the grievance in writing on the grievance form no later than five (5) days after the grievant knew, or reasonably should have known of the action that precipitated the grievance. Such grievance will be considered filed upon receipt and signature of the corresponding Public Works Division Manager or designee. When a grievance is initiated, the Union or the grieving Bargaining Unit Employee and the corresponding Division Manager of the Public Works Department will meet to attempt to settle the grievance as promptly as possible. The grieving Bargaining Unit Employee may request the presence of a steward. If a settlement is not reached within five (5) days from the initiation of the grievance, the grievant may submit such grievance to Step 2 within five (5) days of the date of the meeting with the Division Manager or designee.

STEP 2.

The grievance will be submitted in writing, by hand delivery, registered mail, or both mail and fax to the Public Works Director or designee by the grievant or the Union. A copy will also be provided to the County's Human Resources Manager. Such grievance will be signed as received by the Public Works Director or designee. The letter will list the facts of the grievance and the requested remedy. The grievance shall contain what provisions of the Collective Bargaining Agreement, if any, are alleged to have been violated. The Public Works Director or designee will respond to the written grievance not more than five (5) days after receipt of the grievance either concurring or denying the grievance and the reason for the decision.

STEP 3.

Within five (5) days of the date of the decision denying the grievance in Step 2, the Public Works Director, Bargaining Unit Employee, and the union steward and/or union representative may submit their specific position in writing to the County Manager or

designee. The County Manager or designee may request additional information as needed and hold a meeting with all parties present. The County Manager or designee will have ten (10) days to respond to the grievance from the date of receiving the grievance.

STEP 4.

If no resolution to the grievance is reached in Step 3, the Union and/or grievant, within ten (10) days of the date of the decision denying the grievance, or within twenty (20) days of the delivery of the grievance request to the County Manager or designee, whichever is earlier, may file for arbitration by requesting a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days of receipt of the panel the Parties will select an arbitrator. Each party will in turn strike a name until only one (1) name remains. The first strike will be determined by a coin toss and the last remaining arbitrator shall be selected to hear the case. The arbitrator, after hearing the case, shall make a judgment based on the merits of the case. If the arbitrator finds a violation of this Agreement with respect to the dispute or difference, they shall fashion an appropriate remedy, which shall include the decision, the rationale, and if appropriate, the relief. The arbitrator's decision shall be in writing. The arbitrator's decision will be final and binding, except as provided by law. The arbitrator will have no authority to detract from, alter, amend, or modify any provision of this Agreement. There shall be no other grievance or appeal procedure for Bargaining Unit Employees in this bargaining unit other than that contained in this article.

SECTION 5. ARBITRATION FEES:

The fees and expenses of the arbitrator will be divided equally between the County of Los Alamos and the Union. Each party will pay their own expenses for all other costs incurred.

SECTION 6. INDIVIDUAL ARBITRATION:

In the event the Union should decide not to proceed to arbitration with a particular grievance and should the grievant choose to proceed on their own to arbitration, the Union shall not be responsible for any cost associated with such arbitration. In this instance, the grievant shall be responsible for all of his/her costs, including delivering a cashier's check for one-half of the anticipated fees and expenses of the arbitrator to the County's Human Resources Division prior to the commencement of such arbitration. Should the cost of the arbitrator be less than the amount received, such funds will be reimbursed to the grievant.

SECTION 7. MISCELLANEOUS:

Court reporters are permitted in arbitration but not required. If a court reporter is utilized, the cost will be split by the Parties. If a party requests a copy of the transcript, the requesting party will pay for the transcript.

SECTION 8. TIME LIMITS:

All time limits referred to in this article may be extended upon mutual written agreement of the Parties.

ARTICLE 11 – SENIORITY

SECTION 1. OCCUPATIONAL GROUPS:

The occupational group as identified in Article 3, for the purposes hereof, consist of the following Bargaining Unit Employees – Electrical Foreman, Electrical Journeyman, Electrical Apprentice, Traffic Electrician 1, Traffic Electrician 2, Traffic Electrician 3.

SECTION 2. ACQUIRING AND CALCULATING SENIORITY:

Seniority shall be calculated based on the amount of time starting from the hire date within a covered position within the bargaining unit. This shall only apply to the Bargaining Unit Employees. Seniority will begin to accrue from the Bargaining Unit Employee's hire date and shall end when the Bargaining Unit Employee quits, retires or is discharged. Prior time with the County in another Department shall not be counted as seniority in this bargaining unit.

SECTION 3. TERMINATION OF SENIORITY:

The seniority of a Bargaining Unit Employee shall terminate under any of the following conditions:

- A. When the Bargaining Unit Employee quits; or
- B. When the Bargaining Unit Employee retires; or
- C. When the Bargaining Unit Employee is discharged.

SECTION 4. ACTIVE SERVICE:

Active service, for the purposes of this article, is herein defined as the actual amount of time for which a regular Bargaining Unit Employee in full time employment from the County, which shall apply to the following statuses:

- A. Approved leave of absence for service in the military forces of the United States.
- B. Approved absence while convalescing from an accident, sickness or injury as provided for under Family Medical Leave Act (FMLA) and any accompanying administrative regulation related to the FMLA issued by the County of Los Alamos.

- C. Approved leave for Union business may be granted based on availability of coverage by other employees, adequate delivery of services to the citizens and maintenance of the county workload.

ARTICLE 12 – DRUG/ALCOHOL TESTING

The County will administer drug/alcohol testing in conformity with the County-wide Employee Drug and Alcohol Testing Policy, incorporated herein by reference for all purposes or any reiteration thereof during the term of this Agreement.

ARTICLE 13 – UNIFORMS, TOOLS, AND EQUIPMENT

- A. Due to the nature of the Bargaining Unit Employee's job duties, the County will provide Bargaining Unit Employees the following safety equipment as part of their required uniform: 7 Fire Resistant (FR) pants (FR, minimum Category II), 7 shirts (FR, minimum Category II), 1 pair overalls (FR, minimum Category II), 1 pair insulated coveralls (FR, minimum Category II), 2 pair gloves, 1 winter coat (FR, minimum Category II) worn for normal employee duty use. These uniforms will be ordered and issued as soon as possible after the effective date of this Agreement.
- B. The County will replace the items above when worn out or damaged through normal employee use. This section shall not apply to safety equipment lost, stolen, or damaged through negligence or willful acts. Any safety equipment purchased by the County as listed above will be returned to the County upon separation or the Bargaining Unit Employee must reimburse the County for replacement value of the items.
- C. The County will begin the procurement process to provide laundering services for the uniforms listed in paragraph A, as required. Until such time as an Agreement for laundering services has been executed, Bargaining Unit Employees will be required to launder their uniforms in accordance with manufacturer's recommendations. Upon commencement of the second year of this Agreement, or when laundering services are in place, the County will increase the following safety equipment for Bargaining Unit Employees for a total of: 10 FR pants (FR, minimum Category II), 10 shirts (FR, minimum Category II), 1 pair overalls (FR, minimum Category II), 1 pair insulated coveralls (FR), 2 pair gloves, 1 winter coat (FR, minimum Category II) worn for normal employee duty use.
- D. Bargaining Unit Employees shall receive \$500.00 annually for required safety boots, no sooner than twelve months from prior allowance receipt. Proof of purchase of electrical hazard safety boots in accordance with Risk specifications is required.
- E. If applicable, Bargaining Unit Employees will receive reimbursement for up to \$150.00 for the purchase of safety prescription glasses as needed, but not more frequently than bi-annually in accordance with Risk specifications.

- F. Failure to perform work without the required safety equipment as provided may result in disciplinary action for the Bargaining Unit Employee.

ARTICLE 14 – MEALS AND EXPENSES

Travel expenses and per diem will be paid to a Bargaining Unit Employee in accordance with applicable County policy.

When held over or called out, as defined in the Personnel Rules, the Bargaining Unit Employee will be entitled to a meal after five (5) hours and every five (5) hours after that until released from work. Meals earned shall be paid at twenty (\$20.00) dollars per meal. Bargaining Unit Employees are required to complete an employee expense claim form within 14 days of the qualifying event.

ARTICLE 15 – ANNUAL LEAVE

Annual leave shall be accrued and utilized in accordance with the provisions of the County Personnel Rules and Regulations.

ARTICLE 16 – SICK LEAVE

Sick leave shall be accrued and utilized in accordance with the provisions of the County Personnel Rules and Regulations.

ARTICLE 17 – CLASSIFICATIONS

Bargaining Unit Employees in a position requiring a journeyman license will be required to possess and maintain an EE98J issued by the State of New Mexico.

ARTICLE 18 – CERTIFICATION AND TRAINING

- A. Bargaining Unit Employees will be required to obtain and maintain licenses as required by the State of New Mexico and the County as a condition of employment. Obtaining and maintaining such licenses will be the responsibility of the Bargaining Unit Employee. The County will pay for the cost of each required license and/or certification, with a receipt from the appropriate State Agency as well as verification of a passing score, if applicable.
- B. The County will allow Bargaining Unit Employees to attend training that is relevant to the Bargaining Unit Employee's job responsibilities. The Bargaining Unit Employee must obtain approval from their supervisor and Division Manager prior to enrollment and attendance, to ensure sufficient budget and operational needs are being met. All required and/or requested training shall be acquired through the County and in accordance with applicable County policies.

- C. A training plan will be developed by the County in cooperation with the Bargaining Unit Employees.
- D. For those Bargaining Unit Employees classified as Traffic Electricians, there are additional certifications required through the International Municipal Signal Association (IMSA).

ARTICLE 19 – CALLOUT AND REST TIME

- A. If a Bargaining Unit Employee works (16) consecutive hours, the Bargaining Unit Employee is entitled to a (10) ten consecutive hour rest period unpaid. If the rest period overlaps with the Bargaining Unit Employee's normal work schedule, the Bargaining Unit Employee shall receive paid rest time for the overlapping period of time between the Bargaining Unit Employee's normal work schedule, and the rest period at their regular hourly rate of pay. The overlapping period of time resulting as paid rest time shall be considered time worked with regard to overtime calculations.
- B. If a Bargaining Unit Employee works at least two (2) hours between the hours of midnight and five (5) AM or is called out between the hours of two (2) AM and five (5) AM, they will be eligible for a ten (10) hour rest period. The rest period will start at the end of the last hour worked on callout. Any portion of the rest period that overlaps with the Bargaining Unit Employee's regular work shift will be paid as rest time at the Bargaining Unit Employee's regular rate of pay. If the initial callout is after five (5) AM, there is no rest period.
- C. Callout shall be paid in accordance with the County Personnel Rules.

ARTICLE 20 – PAY

PAY RANGES AND STEP PLAN

- 1. Pay ranges and steps are attached in Exhibit 1. In addition, for Fiscal Years 2025, 2026, and 2027:
 - a. Bargaining Unit Employees receiving at least an overall rating of "Meets Expectations" on their overall performance appraisal will move up one (1) step.
 - b. Bargaining Unit Employees receiving at least an overall rating of "Exceeds Expectations" on their overall performance appraisal will move up two (2) steps.
 - c. Bargaining Unit Employees receiving at least an overall rating of "Far Exceeds Expectations" on their overall performance appraisal will move up three (3) steps.
- 2. Effective the first full pay period following ratification and signature of this Agreement by both Parties, and through Fiscal Year Ending June 30, 2025, the following Grades and Pay Ranges will be in effect:

Bargaining Unit Position	Pay Range
ELECTRICAL APPRENTICE	22.93 – 37.34
ELECTRICAL JOURNEYMAN	27.87 - 45.39
ELECTRICAL FOREMAN	32.27 - 52.54
TRAFFIC ELECTRICIAN 1	26.54 - 43.23
TRAFFIC ELECTRICIAN 2	27.87 - 45.39
TRAFFIC ELECTRICIAN 3	32.27 – 52.54

- a. In addition to the grade increases above, Electrical Apprentice, Electrical Journeyman and Electrical Foreman Bargaining Unit Employees will receive an additional 5 step placement in their current grades. Traffic Electricians 1, 2, and 3 Bargaining Unit Employees will receive an additional 2 step placement in their current grades.
3. Effective the first full pay period of fiscal years 2026 and 2027, Bargaining Unit Employees will receive an equivalent structure percentage increase as appropriated by the County Council incorporated into the County’s Salary Plan for FY2026 and FY2027, respectively, but not less than a two percent (2%) structure increase.
4. New hire and promotional step placements will be administered under the County’s Compensation Policy.

ARTICLE 21 – OTHER PAY

A. PERA CONTRIBUTION.

The County shall provide Bargaining Unit Employees Public Employees Retirement Association (PERA) benefits under the Municipal General Plan 3. The County will implement a 60/40 PERA split (employer 60% / employee 40%) of the total contribution amount required for both the County and the Bargaining Unit Employee PERA contributions, which will result in County assumption of roughly 5% of the Bargaining Unit Employee’s contribution obligation to PERA as outlined in Exhibit 2.

B. STABILITY PAY.

Stability pay will be administered in accordance with the County Personnel Rules and Regulations for Bargaining Unit Employees.

ARTICLE 22 – SCOPE AND PROCEDURES

SECTION 1. SCOPE:

This Agreement and the provisions hereof shall constitute the total agreement in force and effect between the Union and the County as herein set forth, all subject to applicable provisions of law.

SECTION 2. NEGOTIATING PROCEDURES:

- A. Either party may initiate negotiations for a successor agreement by submitting a written notice to the other party requesting the commencement of negotiations. The notice shall be sent no earlier than 120 days and no later than 60 days prior to this Agreement's expiration date. Within a reasonable time period after receiving notice, the Party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the Parties shall meet and determine a mutually agreed upon time and place to begin negotiations.
- B. Negotiations shall be conducted in closed sessions.
- C. The Parties shall negotiate and agree on Ground Rules.
- D. During negotiations, the Parties shall meet at mutually acceptable times and locations.
- E. The Parties agree to proceed to negotiate non-economic issues first.
- F. When tentative agreements are reached, they will be reduced to writing and signed and dated by the respective spokesperson of each party. Such agreements are conditional and may be withdrawn or amended by mutual agreement of the Parties should subsequent discussions change either party's intent or understanding of the language as it relates to another part of the Agreement.
- G. In the event an impasse is reached, the party declaring impasse shall, within ten (10) business days from the date of declaration, provide the other party a written list of the issues that remain unresolved. The list can contain only mandatory subjects of bargaining. The other party shall provide a written list of their issues within ten (10) business days of receipt of the issues submitted by the party declaring impasse. Only the items on this list will be addressed in mediation and presented as unresolved issues at arbitration.
- H. In the event mediation does not resolve the impasse, the Parties shall proceed to arbitration pursuant to the Los Alamos County Labor Management Relations Ordinance, or pursuant to the Uniform Arbitrations Act.
- I. Complete agreement on negotiations is accomplished when the Union membership ratifies the Agreement, the County Council approves it, and the respective representatives sign it, or by the decision of an arbitrator.

SECTION 3. MUTUAL AGREEMENT:

During the term of this Agreement, either Party desiring a change in any other term set forth in this Agreement shall give written notice to the other Party and, upon mutual consent, the Parties agree will endeavor to arrive at a satisfactory adjustment of the proposed change or changes within a reasonable time thereafter, and this Agreement may be amended upon terms

mutually satisfactory to the Parties. Amendments to this Agreement may be reached exclusively by written agreement between the County Manager for the County and the Business Manager, or designee, for the Union.

ARTICLE 23 – COMPLETE AGREEMENT

The Parties acknowledge that during the negotiations that resulted in this Agreement, each has had the unlimited opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. All such subjects were discussed and negotiated upon. The Agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. The County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both Parties at the time of negotiation and/or signing of this Agreement. The Parties may not take actions which conflict with any provision of this Agreement.

ARTICLE 24 – TERM OF AGREEMENT

This Agreement shall become effective upon its date of signature by the Parties following ratification by the Union and approval by the County Council and remain in effect through June 30, 2027.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this ____ day of _____ 2024.

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS #611**

INCORPORATED COUNTY OF LOS ALAMOS

ALFONSO C. MARTINEZ, JR.
Assistant Business Manager

ANNE W. LAURENT
County Manager

ATTEST:

NAOMI MAESTAS
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

GRIEVANCE FORM

DATE: _____ GRIEVANCE # _____ SITE _____

GRIEVANT NAME: _____

EMPLOYER: _____

AGREEMENT: _____

VIOLATION: _____

OUTCOME:

Step One _____
(DATE) _____

Step Two _____
(DATE) _____

Step Three _____
(DATE) _____

Remedy: _____

Respectfully Submitted

Received by: _____ Date: _____

Grievant (Print) _____ ACCEPT REJECT

(Signature)

EXHIBIT 1

FY24 - FY25																										
INCREASE: (3 Grade Electrical Apprentice / 4 Grade Electrical Journeyman / 4 Grade Electrical Foreman & 1 Grade TE-3) - June 30, 2025																										
Plus: 1 Step "ME" 2 Steps "EE" 3 Steps "FE"																										
Job																										
Table	Class	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
PWEA	590	Electrical Apprentice	\$22.93	\$23.16	\$23.39	\$23.63	\$23.86	\$24.10	\$24.34	\$24.58	\$24.83	\$25.08	\$25.33	\$25.58	\$25.84	\$26.10	\$26.36	\$26.62	\$26.89	\$27.16	\$27.43	\$27.70	\$27.98	\$28.26	\$28.54	\$28.83
PWEI	591	Electrical Journeyman	\$27.87	\$28.15	\$28.43	\$28.72	\$29.00	\$29.29	\$29.59	\$29.88	\$30.18	\$30.48	\$30.79	\$31.10	\$31.41	\$31.72	\$32.04	\$32.36	\$32.68	\$33.01	\$33.34	\$33.67	\$34.01	\$34.35	\$34.69	\$35.04
PWEF	592	Electrical Foreman	\$32.27	\$32.59	\$32.91	\$33.24	\$33.58	\$33.91	\$34.25	\$34.59	\$34.94	\$35.29	\$35.64	\$36.00	\$36.36	\$36.72	\$37.09	\$37.46	\$37.83	\$38.21	\$38.59	\$38.98	\$39.37	\$39.76	\$40.16	\$40.56
PWT1	583	Traffic Electrician 1	\$25.28	\$25.53	\$25.79	\$26.05	\$26.31	\$26.57	\$26.84	\$27.10	\$27.38	\$27.65	\$27.93	\$28.21	\$28.49	\$28.77	\$29.06	\$29.35	\$29.64	\$29.94	\$30.24	\$30.54	\$30.85	\$31.16	\$31.47	\$31.78
PWT2	582	Traffic Electrician 2	\$27.87	\$28.15	\$28.43	\$28.72	\$29.00	\$29.29	\$29.59	\$29.88	\$30.18	\$30.48	\$30.79	\$31.10	\$31.41	\$31.72	\$32.04	\$32.36	\$32.68	\$33.01	\$33.34	\$33.67	\$34.01	\$34.35	\$34.69	\$35.04
PWT3	581	Traffic Electrician 3	\$30.73	\$31.04	\$31.35	\$31.66	\$31.98	\$32.30	\$32.62	\$32.95	\$33.28	\$33.61	\$33.94	\$34.28	\$34.63	\$34.97	\$35.32	\$35.68	\$36.03	\$36.39	\$36.76	\$37.12	\$37.50	\$37.87	\$38.25	\$38.63
FY26																										
2% STRUCTURE INCREASE* Plus: 1 Step "ME" 2 Steps "EE" 3 Steps "FE"																										
Job																										
Table	Class	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
PWEA	590	Electrical Apprentice	\$23.99	\$23.62	\$23.86	\$24.10	\$24.34	\$24.58	\$24.83	\$25.08	\$25.33	\$25.58	\$25.84	\$26.09	\$26.36	\$26.62	\$26.89	\$27.15	\$27.43	\$27.70	\$27.98	\$28.26	\$28.54	\$28.82	\$29.11	\$29.40
PWEI	591	Electrical Journeyman	\$28.43	\$28.71	\$29.00	\$29.29	\$29.58	\$29.88	\$30.18	\$30.48	\$30.79	\$31.09	\$31.40	\$31.72	\$32.04	\$32.36	\$32.68	\$33.01	\$33.34	\$33.67	\$34.01	\$34.35	\$34.69	\$35.04	\$35.39	\$35.74
PWEF	592	Electrical Foreman	\$32.91	\$33.24	\$33.57	\$33.91	\$34.25	\$34.59	\$34.94	\$35.28	\$35.64	\$35.99	\$36.35	\$36.72	\$37.08	\$37.46	\$37.83	\$38.21	\$38.59	\$38.98	\$39.37	\$39.76	\$40.16	\$40.56	\$41.37	
PWT1	583	Traffic Electrician 1	\$25.79	\$26.04	\$26.30	\$26.57	\$26.83	\$27.10	\$27.37	\$27.65	\$27.92	\$28.20	\$28.48	\$28.77	\$29.06	\$29.35	\$29.64	\$29.94	\$30.24	\$30.54	\$30.84	\$31.15	\$31.46	\$31.78	\$32.10	\$32.42
PWT2	582	Traffic Electrician 2	\$28.43	\$28.71	\$29.00	\$29.29	\$29.58	\$29.88	\$30.18	\$30.48	\$30.79	\$31.09	\$31.40	\$31.72	\$32.04	\$32.36	\$32.68	\$33.01	\$33.34	\$33.67	\$34.01	\$34.35	\$34.69	\$35.04	\$35.39	\$35.74
PWT3	581	Traffic Electrician 3	\$31.34	\$31.66	\$31.97	\$32.29	\$32.62	\$32.94	\$33.27	\$33.60	\$33.94	\$34.28	\$34.62	\$34.97	\$35.32	\$35.67	\$36.03	\$36.39	\$36.75	\$37.12	\$37.49	\$37.87	\$38.25	\$38.63	\$39.01	\$39.40
FY27																										
2% STRUCTURE INCREASE* Plus: 1 Step "ME" 2 Steps "EE" 3 Steps "FE"																										
Job																										
Table	Class	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
PWEA	590	Electrical Apprentice	\$24.33	\$24.58	\$24.82	\$25.07	\$25.32	\$25.58	\$25.83	\$26.09	\$26.35	\$26.61	\$26.88	\$27.15	\$27.42	\$27.69	\$27.97	\$28.25	\$28.53	\$28.82	\$29.11	\$29.40	\$29.69	\$29.99	\$30.29	\$30.59
PWEI	591	Electrical Journeyman	\$29.58	\$29.87	\$30.17	\$30.47	\$30.78	\$31.09	\$31.40	\$31.71	\$32.03	\$32.35	\$32.67	\$33.00	\$33.33	\$33.66	\$34.00	\$34.34	\$34.68	\$35.03	\$35.38	\$35.73	\$36.09	\$36.45	\$36.82	\$37.18
PWEF	592	Electrical Foreman	\$34.24	\$34.58	\$34.93	\$35.28	\$35.63	\$35.99	\$36.35	\$36.71	\$37.08	\$37.45	\$37.82	\$38.20	\$38.58	\$38.97	\$39.36	\$39.75	\$40.15	\$40.55	\$40.96	\$41.37	\$41.78	\$42.20	\$42.62	\$43.05
PWT1	583	Traffic Electrician 1	\$26.83	\$27.10	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.76	\$29.05	\$29.34	\$29.64	\$29.93	\$30.23	\$30.53	\$30.84	\$31.15	\$31.46	\$31.77	\$32.09	\$32.41	\$32.74	\$33.06	\$33.39	\$33.73
PWT2	582	Traffic Electrician 2	\$29.58	\$29.87	\$30.17	\$30.47	\$30.78	\$31.09	\$31.40	\$31.71	\$32.03	\$32.35	\$32.67	\$33.00	\$33.33	\$33.66	\$34.00	\$34.34	\$34.68	\$35.03	\$35.38	\$35.73	\$36.09	\$36.45	\$36.82	\$37.18
PWT3	581	Traffic Electrician 3	\$32.61	\$32.94	\$33.27	\$33.60	\$33.93	\$34.27	\$34.62	\$34.96	\$35.31	\$35.66	\$36.02	\$36.38	\$36.75	\$37.11	\$37.48	\$37.86	\$38.24	\$38.62	\$39.01	\$39.40	\$39.79	\$40.19	\$40.59	\$41.00

* Subject to Article 20, Paragraph 3.

EXHIBIT 1

FY24 - FY25		INCREASE: {3 Grade Electrical Apprentice / 4 Grade Electrical Journeyman / 4 Grade Electrical Foreman & 1 Grade TE-3} - June 30, 2025																									Plus: 1 Step "ME" 2 Steps "EE" 3 Steps "FE"				
Table	Job Class	Title	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50				
PMEA	590	Electrical Apprentice		\$29.41	\$29.70	\$30.00	\$30.30	\$30.60	\$30.91	\$31.22	\$31.53	\$31.84	\$32.16	\$32.48	\$32.81	\$33.14	\$33.47	\$33.80	\$34.14	\$34.48	\$34.83	\$35.17	\$35.53	\$35.88	\$36.24	\$36.60	\$36.97	\$37.34			
PWEI	591	Electrical Journeyman		\$35.74	\$36.10	\$36.46	\$36.83	\$37.20	\$37.57	\$37.94	\$38.32	\$38.71	\$39.09	\$39.48	\$39.88	\$40.28	\$40.68	\$41.09	\$41.50	\$41.91	\$42.33	\$42.76	\$43.18	\$43.61	\$44.05	\$44.49	\$44.94	\$45.39			
PWEF	592	Electrical Foreman		\$41.38	\$41.79	\$42.21	\$42.63	\$43.06	\$43.49	\$43.92	\$44.36	\$44.81	\$45.25	\$45.71	\$46.16	\$46.63	\$47.09	\$47.56	\$48.04	\$48.52	\$49.00	\$49.49	\$49.99	\$50.49	\$50.99	\$51.50	\$52.02	\$52.54			
PWT1	583	Traffic Electrician 1		\$32.42	\$32.75	\$33.07	\$33.40	\$33.74	\$34.07	\$34.42	\$34.76	\$35.11	\$35.46	\$35.81	\$36.17	\$36.53	\$36.90	\$37.27	\$37.64	\$38.02	\$38.40	\$38.78	\$39.17	\$39.56	\$39.96	\$40.35	\$40.76	\$41.17			
PWT2	582	Traffic Electrician 2		\$33.74	\$36.10	\$36.46	\$36.83	\$37.20	\$37.57	\$37.94	\$38.32	\$38.71	\$39.09	\$39.48	\$39.88	\$40.28	\$40.68	\$41.09	\$41.50	\$41.91	\$42.33	\$42.76	\$43.18	\$43.61	\$44.05	\$44.49	\$44.94	\$45.39			
PWT3	581	Traffic Electrician 3		\$39.41	\$39.80	\$40.20	\$40.60	\$41.01	\$41.42	\$41.83	\$42.25	\$42.67	\$43.10	\$43.53	\$43.97	\$44.41	\$44.85	\$45.30	\$45.75	\$46.21	\$46.67	\$47.14	\$47.61	\$48.09	\$48.57	\$49.05	\$49.54	\$50.04			
FY26		2% STRUCTURE INCREASE* Plus: 1 Step "ME" 2 Steps "EE" 3 Steps "FE"																													
Table	Job Class	Title	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50				
PMEA	590	Electrical Apprentice		\$29.99	\$30.29	\$30.60	\$30.90	\$31.21	\$31.52	\$31.84	\$32.16	\$32.48	\$32.80	\$33.13	\$33.46	\$33.80	\$34.14	\$34.48	\$34.82	\$35.17	\$35.52	\$35.88	\$36.24	\$36.60	\$36.97	\$37.34	\$37.71	\$38.09			
PWEI	591	Electrical Journeyman		\$36.46	\$36.82	\$37.19	\$37.56	\$37.94	\$38.32	\$38.70	\$39.09	\$39.48	\$39.87	\$40.27	\$40.68	\$41.08	\$41.49	\$41.91	\$42.33	\$42.75	\$43.18	\$43.61	\$44.05	\$44.49	\$44.93	\$45.38	\$45.83	\$46.29			
PWEF	592	Electrical Foreman		\$42.21	\$42.63	\$43.05	\$43.48	\$43.92	\$44.36	\$44.80	\$45.25	\$45.70	\$46.16	\$46.62	\$47.09	\$47.56	\$48.03	\$48.51	\$49.00	\$49.49	\$49.98	\$50.48	\$50.99	\$51.50	\$52.01	\$52.53	\$53.06	\$53.59			
PWT1	583	Traffic Electrician 1		\$33.07	\$33.40	\$33.73	\$34.07	\$34.41	\$34.76	\$35.10	\$35.45	\$35.81	\$36.17	\$36.53	\$36.89	\$37.26	\$37.64	\$38.01	\$38.39	\$38.78	\$39.16	\$39.56	\$39.95	\$40.35	\$40.75	\$41.16	\$41.57	\$41.99			
PWT2	582	Traffic Electrician 2		\$36.46	\$36.82	\$37.19	\$37.56	\$37.94	\$38.32	\$38.70	\$39.09	\$39.48	\$39.87	\$40.27	\$40.68	\$41.08	\$41.49	\$41.91	\$42.33	\$42.75	\$43.18	\$43.61	\$44.05	\$44.49	\$44.93	\$45.38	\$45.83	\$46.29			
PWT3	581	Traffic Electrician 3		\$40.20	\$40.60	\$41.00	\$41.41	\$41.83	\$42.25	\$42.67	\$43.10	\$43.53	\$43.96	\$44.40	\$44.85	\$45.29	\$45.75	\$46.20	\$46.67	\$47.13	\$47.60	\$48.08	\$48.56	\$49.05	\$49.54	\$50.03	\$50.53	\$51.04			
FY27		2% STRUCTURE INCREASE* Plus: 1 Step "ME" 2 Steps "EE" 3 Steps "FE"																													
Table	Job Class	Title	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50				
PMEA	590	Electrical Apprentice		\$31.21	\$31.52	\$31.83	\$32.15	\$32.47	\$32.80	\$33.13	\$33.46	\$33.79	\$34.13	\$34.47	\$34.82	\$35.16	\$35.52	\$35.87	\$36.23	\$36.59	\$36.96	\$37.33	\$37.70	\$38.08	\$38.46	\$38.84	\$39.23	\$39.62			
PWEI	591	Electrical Journeyman		\$37.93	\$38.31	\$38.69	\$39.08	\$39.47	\$39.87	\$40.27	\$40.67	\$41.07	\$41.49	\$41.90	\$42.32	\$42.74	\$43.17	\$43.60	\$44.04	\$44.48	\$44.92	\$45.37	\$45.83	\$46.28	\$46.75	\$47.21	\$47.69	\$48.16			
PWEF	592	Electrical Foreman		\$43.91	\$44.35	\$44.79	\$45.24	\$45.69	\$46.15	\$46.61	\$47.08	\$47.55	\$48.02	\$48.50	\$48.99	\$49.48	\$49.97	\$50.47	\$50.98	\$51.49	\$52.00	\$52.52	\$53.05	\$53.58	\$54.12	\$54.66	\$55.20	\$55.76			
PWT1	583	Traffic Electrician 1		\$34.41	\$34.75	\$35.10	\$35.45	\$35.80	\$36.16	\$36.52	\$36.89	\$37.26	\$37.63	\$38.00	\$38.38	\$38.77	\$39.16	\$39.55	\$39.94	\$40.34	\$40.75	\$41.15	\$41.57	\$41.98	\$42.40	\$42.82	\$43.25	\$43.69			
PWT2	582	Traffic Electrician 2		\$37.93	\$38.31	\$38.69	\$39.08	\$39.47	\$39.87	\$40.27	\$40.67	\$41.07	\$41.49	\$41.90	\$42.32	\$42.74	\$43.17	\$43.60	\$44.04	\$44.48	\$44.92	\$45.37	\$45.83	\$46.28	\$46.75	\$47.21	\$47.69	\$48.16			
PWT3	581	Traffic Electrician 3		\$41.82	\$42.24	\$42.66	\$43.09	\$43.52	\$43.95	\$44.39	\$44.84	\$45.28	\$45.74	\$46.20	\$46.66	\$47.12	\$47.59	\$48.07	\$48.55	\$49.04	\$49.53	\$50.02	\$50.52	\$51.03	\$51.54	\$52.05	\$52.57	\$53.10			

Exhibit 2

Los Alamos County MP3 - 60%ER 40%EE ER Effective					
	EE Pays	ER Pays	Total		
FY24					
EMPLOYEE CONTRIBUTION:	10.58%	5.07%	15.65%		40%
EMPLOYER CONTRIBUTION:		10.80%	10.80%		
		15.87%	26.45%	5.07%	60%
FY25	EE Pays	ER Pays	Total		
EMPLOYEE CONTRIBUTION:	10.98%	5.17%	16.15%		40%
EMPLOYER CONTRIBUTION:		11.30%	11.30%		
		16.47%	27.45%	5.17%	60%
FY26 & FY27	EE Pays	ER Pays	Total		
EMPLOYEE CONTRIBUTION:	11.38%	5.27%	16.65%		40%
EMPLOYER CONTRIBUTION:		11.80%	11.80%		
		17.07%	28.45%	5.27%	60%