



LOS ALAMOS

AGREEMENT

BETWEEN

THE INCORPORATED COUNTY OF LOS ALAMOS

AND

THE UNITED ASSOCIATION OF PLUMBERS AND PIPEFITTERS
LOCAL UNION NO. 412



July 1, 2017- June 30, 2021

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Article I - PREAMBLE

Section 1. Parties: This Agreement 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 The United Association of Plumbers and Pipefitters Local Union No. 412, 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, The United Association of Plumbers and Pipefitters Local Union No. 412, and 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. Distribution of copies of this Agreement by the Union to its members shall not be performed during normal work hours.

Article II- NONDISCRIMINATION

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 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 III- RECOGNITION

Section 1. Recognition: The County recognizes the United Association of Plumbers and Pipefitters Local Union No. 412 as the sole and exclusive collective bargaining agent on behalf of all employees as certified by the Los Alamos County Labor Management Relations Board in the designated bargaining unit in the positions of non-probationary Senior GWS Pipefitter, GWS Pipefitter, GWS Apprentice I and II, Senior WWTP Operator, WWTP Apprentice I, II and III, GWS/WWTP/Water Systems Trainee, Senior Water Systems Operator, Water Systems Apprentices I, II and III.

For purposes of this article and identification of the position titles in this bargaining unit only, the position titles recognized and designated in this bargaining unit have been changed for title purposes only as follows:

- GWS Pipefitter changed to Senior GWS Pipefitter
- GWS Service Worker changed to GWS Pipefitter
- GWS Apprentice I and II there is no change
- Senior WWTP Operator there is no change
- WWTP Operator changed to WWTP Apprentice III
- WWTP Apprentice I and II there is no change

- GWS/WWTP/Water Systems Trainee there is no change
- Water Systems Operator changed to Senior Water Systems Operator
- Water Systems Apprentices I, II and III there is no change

The above changes reflect title changes only; there is no financial, economic, job description or content, or promotional gain as a result of these title changes.

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 written 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 IV -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 and members 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 V - MANAGEMENT RIGHTS

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

- A. Direct the work of, promote, hire, assign, transfer, demote, suspend, discharge or terminate a County 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;
- D. Retain all rights not specifically limited by this collective bargaining agreement or by the Public Employee Bargaining Act [10-7E-1 to 10-7E-26 NMSA 1978].

Article VI -UNION RIGHTS

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 County will recognize one (1) lead steward and one (1) back-up steward authorized to conduct business on behalf of the Union. The back-up steward will only conduct business on behalf of the union, only if the lead steward is unavailable. The Union agrees to provide the County with the names of the authorized steward on July 1" 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 VII -UNION DUES

The County will collect and forward dues and death assessment (if elected) deductions for Union membership from bargaining unit employees who submit a written authorization form provided by the Union for this purpose. Such dues deductions shall be per job classification (not to exceed a total of three (3) classifications) for all Union members and shall not include any penalties, assessments, or arrears payments. Employees who desire to have dues and death assessments (if elected) deducted or cancelled may do so by submitting appropriate written notice that is signed and dated to the Payroll Department fourteen (14) calendar days prior to the beginning of the pay period for which the action is to be effective. Such dues will be forwarded to the United Association of Plumbers and Pipefitters Local Union 412 at 510 San Pedro Dr. SE Albuquerque, NM 87108. The parties agree the County assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the County safe and harmless of any legal action concerning the deduction of the Union dues or failure to deduct Union dues.

Article VIII - SAFETY COMMITTEE

- A. The County of Los Alamos Utilities Department and the Union recognize that there is a common interest in improving employee safety and agree to cooperate in the promotion of that common interest and to continue their effort to reduce and eliminate hazardous workplace conditions.
- B. The County Utility's Safety policies and practices shall meet or exceed all OSHA regulations. The most restrictive provisions will apply. All employees are responsible for adhering to all safety policies, rules and regulations. The County is responsible for enforcing safety policies, rules and regulations.
- C. Employees who believe their work assignment requires that they perform an illegal or unsafe act should contact their supervisor. All employees will comply with all Safety Regulations.
- D. The County has implemented a Utilities Department Safety Committee. The Union may designate a bargaining unit employee to attend the Utility Department Safety Committee meetings. This committee shall meet at least quarterly and at other times by mutual agreement. The committee shall recommend the formulation of safety rules, regulations, and practices to improve upon the health and safety in the workplace.
- E. Any recommendation(s) of the Safety Committee shall be placed in writing.

Article IX- COUNTY PERSONNEL RULES

The County Personnel Rules and Regulations and Utilities Department Policies and Regulations will apply to employees of this bargaining unit unless they conflict with the provisions of this Agreement. If a conflict exists, this Agreement will govern.

If the County proposes a new rule or a change in an existing Personnel rule or to the Safety and Loss Control Manual or Utilities Department Policies and Regulations which affects bargaining unit members, the County will provide notice of the proposed change to the Union, and allow the Union to provide written input prior to the implementation of the changes.

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

Article X- GENERAL PROVISIONS

When a supervisor is not available, the employees may contact a supervisor in accordance with the chain of command, if needed. After hours, the primary standby employee is the initial point of contact. If the primary standby employee determines additional support is needed beyond the secondary standby employee, he/she will contact the Superintendent or designee, and thereafter follow the chain of command. Job briefings will be conducted in accordance with County rules and policies.

The County will not require 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. The superintendent or designee will make the decision as to whether work will be performed in inclement weather. During such time as the employees are held in or instructed to return to the shop because of inclement weather, the employees may be assigned other duties.

Article XI - GRIEVANCE PROCEDURES

Section 1. Purpose: There shall be no other grievance or appeal procedures for employees in the bargaining unit other than those contained in this article. Any discipline action is not subject to the Grievance Procedures.

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 an employee has been adversely affected as a result of a violation of the County Personnel Rules, the County Charter, the County Code, or State or Federal Statutes relevant to the employee's terms and conditions of employment.
- B. Grievant: A grievant may include the Union or any employee or group of employees within the bargaining unit.
- 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 an employee during Steps 1

or 2 of this process, representatives outside the Union and Utilities Management may be allowed to attend, but may not participate.

Section 4. Process:

Grievances will be filed on the grievance forms attached hereto in Appendix A.

Step I. Informal meeting.

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 Superintendent or designee. When a grievance is initiated, the Union or the grieving employee and the Superintendent of the appropriate Division will meet to attempt to settle the grievance as promptly as possible. The grieving 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 informal meeting.

Step 2.

The grievance will be submitted in writing, by hand delivery, or both mail and fax to the Deputy Utilities Manager of GWS Operations or designee by the grievant or the Union. A copy will also be provided to the County Human Resources Manager. Such grievance will be signed as received by the Deputy Utilities Manager of GWS Operations, 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, is alleged to have been violated. The Deputy Utilities Manager of GWS Operations, 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 employee, and the union steward and/or union representative may submit their specific position in writing to the County Utilities Manager. The Utilities Manager may request additional information as needed. The Utilities Manager will hold a meeting with all parties present. The Utilities Manager 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 local 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 Utilities Manager, 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 the 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 employees in the 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. The grievant in this instance shall be responsible for all of his/her costs, including depositing in currency or cashier's check one-half of the anticipated fees and expenses of the arbitrator with the County Human Resources Division prior to the commencement of such arbitration. Should the cost of the arbitrator be less than the deposit, such funds will be reimbursed to the grievant.

Section 7. Time Limits: All time limits referred to in this article may be extended upon mutual written agreement of the parties. If the employer fails to respond within the time limits established herein the employee may proceed to the next step as if a timely response was filed.

Article XII – DISCIPLINE

- A. The County has the exclusive right to investigate and discipline Employees for cause.
- B. Discipline shall be administered in accordance with the following provisions:
 - 1. Discipline shall be fairly and equally applied.
 - 2. An Employee may be placed on administrative leave with pay, if appropriate, during an investigation involving that Employee.
 - 3. Discipline, to be effective, should be designed to correct and improve an employee's performance and/or behavior. When discipline is to be imposed, progressive discipline shall be considered. The action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance, length of service, and previous conduct. Because of the serious nature of some infractions, the first disciplinary action may skip some steps of the disciplinary process and result in termination. The level of discipline to be imposed shall be an exclusive determination of the County.
 - 4. Days: Days referenced in the article will mean Monday through Friday, not including holidays observed by the County.
 - 5. Within five (5) days of receipt of the notice of proposed disciplinary action, the Employee shall be provided the opportunity to respond, in writing or request in writing to be heard at an informal hearing conducted by a designee of the

Utilities Manager, to the notice of proposed disciplinary action(s) prior to the imposition of any suspension without pay, involuntary demotion or termination. The Employee may be accompanied by a representative of his/her choosing when responding to any notice of proposed suspension without pay, involuntary demotion or termination. Any other discipline imposed shall not require adherence to this procedure.

6. Following the Employee's response to any notice of proposed suspension without pay, involuntary demotion or termination, the County shall issue a notice of final determination within 10 working days.
7. In accordance with the County's Personnel Rules and Regulations, an Employee who has been terminated, involuntarily demoted or suspended has the right to an appeal. The Employee shall make an irrevocable election to have the appeal decided by the County's Personnel Board, or to have the appeal decided by an Arbitrator, but not both.
8. Notice of appeal must be filed with the Human Resources Manager no later than ten (10) days after receipt of notice of final determination. The notice of appeal must:
 - A. be in writing;
 - B. set forth the reason(s) why the disciplinary action is thought to be improper; and
 - C. indicate whether the Employee is choosing to have the County's Personnel Board or an Arbitrator decide the appeal.
9. If the Employee chooses to have the County's Personnel Board decide the appeal, the appeal hearing will proceed in accordance with Section 608.2 of the County's Personnel Rules and Regulations.
10. If the Employee chooses to have an Arbitrator decide the appeal, the following shall apply to the appeal hearing:
 - A. Within seven (7) days of the receipt of notice of appeal indicating the irrevocable election to have the appeal decided by an Arbitrator, the Human Resources Manager shall notify the Employee, the Union and the County of receipt.
 - B. Within seven (7) days of the receipt of notice from the Human Resources Manager, the Union shall make a request for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS") with a copy to the Human Resources Manager. Within seven (7) days of the receipt of a list of arbitrators by both parties, the parties will select the arbitrator. The Union shall strike the first name from the list. The parties shall alternatively strike names thereafter and the last remaining name shall be the arbitrator selected.
 - C. The hearings on appeals from disciplinary action are administrative and shall be closed to the public unless otherwise requested in writing by the Employee to the Human Resources Manager at least three (3) days before the hearing.
 - D. The Employee and the County have the right to present witnesses, and give evidence before the Arbitrator. The Human Resources Manager must be given the list of witnesses from both

parties at least five (5) days before the hearing, a copy of which shall be provided to both parties and the Arbitrator. Required prior notice of the hearing and the time for submission of a witness list may be modified by the Arbitrator as necessary to assure that the hearing is timely held.

- E. The appeal hearing before the Arbitrator is intended solely for the purpose of receiving evidence to refute or to substantiate specific charges which the Arbitrator has been requested to review. The Arbitrator shall admit evidence only relevant to those allegations against the Employee included in both the notice of proposed action and the notice of final action.
 - F. The Arbitrator shall first determine if there is cause for the disciplinary action. The disciplinary action taken shall be affirmed unless the Arbitrator finds that there was not sufficient cause for the disciplinary action, in which event the disciplinary action taken shall be overturned. If cause is found, the Arbitrator shall uphold or impose a lesser disciplinary action based upon the finding of mitigating circumstances.
 - G. The Arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The arbitrator shall not have the authority to make an award that includes a fine or other punitive damages or award of attorneys' fees.
 - H. The Arbitrator's final action shall be recorded within thirty (30) days of the decision at the Clerk's Office and with the County Manager, a copy of which shall be immediately furnished to the Employee and the County.
 - I. The Arbitrator's fees and costs shall be shared equally by the parties. The party canceling an arbitration will pay in full any cancellation charges/fees absent any agreement. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.
 - J. The arbitrator's decision shall be final and binding on the parties, subject only to judicial review in accordance with New Mexico law.
11. There shall be no other disciplinary appeal procedure under this Article for Employees other than the procedures contained in this Article.

Article XIII- SENIORITY

Section 1. Occupational Groups: The occupational group, for the purposes hereof, shall consist of the following Gas, Water, Sewer, Water Production and Wastewater Treatment groups.

Section 2. Termination of Seniority: The seniority of an employee shall terminate under any of the following conditions:

- A. When the employee quits; or

- B. When the employee is discharged.

Section 3. Active Service: Active service, for the purposes of this article, is herein defined as the actual amount of time for which a regular employee received compensation for full-time employment from the County, to which shall be added:

- 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,
- C. Approved absence provided for under the Family Medical Leave Act (FMLA) and any accompanying administrative regulation related to the FMLA issued by the County of Los Alamos,
- D. Leave of absence 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 XIV- TRANSFERS AND REASSIGNMENTS

The County retains the right to assign employees in the best interest of the Utilities Department and in ensuring uninterrupted service to the citizens of Los Alamos County. Employees shall be notified at least seven (7) days prior to any change in their job assignment. In the event of emergencies, notification shall occur as soon as possible.

Article XV- DRUG/ALCOHOL TESTING

- A. The Parties agree that employees are covered under the Department of Transportation Anti-Drug and Alcohol Act pursuant to the Commercial Driver's License or Pipeline and Hazardous Material Safety Administration (PHMSA) Regulations, covering random, post-accident, pre-hire and return to duty testing.
- B. 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 XVI - UNIFORMS

- A. The Utilities Department Uniform, consisting of pants and shirts and winter work jacket/coat as provided by the County, shall be worn by bargaining unit employees at any time the employee is on duty. Uniforms shall not be removed from the worksite.
- B. Uniform items will be replaced as needed to include: pants, shirts, winter work jacket/coat and gloves worn or damaged through normal employee duty use. This section shall not apply to uniform items that have been lost, stolen, or damaged through negligence or willful acts.
- C. Employees must turn in worn or damaged uniform items and obtain supervisor approval to receive a new issue.

D. Employees shall receive the amount determined by the County, for boots as needed, but not more frequently than annually.

Article XVII- COMP TIME

Bargaining Unit employees will be offered Comp Time in accordance with the Provisions of the County Personnel Rules and Regulations.

Article XVIII - STABILITY PAY

Bargaining unit employees will be offered Stability pay in accordance with the Provisions of the County Personnel Rules and Regulations.

Article XIX -MEALS AND EXPENSES

Meals and expenses will be paid to an employee in accordance with applicable County policy.

Article XX- ANNUAL LEAVE

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

Article XXI- SICK LEAVE

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

Article XXII- HOLIDAYS

Holidays shall be granted and compensated for in accordance with the provisions of the County Personnel Rules and Regulations.

Article XXIII- CERTIFICATIONS

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 employee. Employees will be reimbursed by the County for the cost of each required license, with a receipt from the appropriate State Agency as well as verification of a passing score, if applicable.

Article XXIV- STAND-BY DUTY

Stand-by duty will be compensated in accordance with the provisions of the County Personnel Rules and Regulations.

Article XXV- CALL-OUT ADMINISTRATIVE LEAVE

- A. If an employee works sixteen (16) consecutive hours, the employee is entitled to an eight (8) consecutive hour rest period. If the rest period overlaps the employee's normal work schedule, the employee shall be paid for the overlapping period at their regular rate. If the employee's rest period extends 4 hours or more into their regular work hours the employee may elect to take administrative leave without pay or annual leave in lieu of returning to work. The overlapping period shall be considered time worked for overtime purposes.
- B. If an employee works at least 2 hours between the hours of midnight and 4 am, or gets called out between 2 AM and 4AM, they will be eligible for an 8 hour rest period. Employees on standby shall remain on standby until the start of their next regular shift. The rest period will start at the end of the last hour worked on call-out. Any portion of the rest period that overlaps the employees regular work shift will be paid as administrative leave at the employee's regular rate of pay. If the initial call out is after 4 am, there is no rest period. Stand-by pay shall not be considered time worked and will not count toward overtime.
- C. If the employee is holding standby and becomes eligible for a rest period, the employee shall contact dispatch at least two (2) hours in advance of such eligibility, to be relieved of standby during the rest period. Stand-by pay shall not be considered time worked and will not count toward overtime.
- D. Call Out: When a bargaining unit employee is called back to work after departing at the end of the normal workday and reports to work, the employee shall be paid the actual hours worked, for a minimum of four (4) hours, excluding travel time to and from the reporting site (Pajarito Cliff Site or LA Wastewater Treatment Plant).
- E. Extension of Workday: When a bargaining unit employee is held over at the end of the normal workday, the employee will be paid for actual hours worked, including waiting time when the employee is required to remain on the job site.

Article XXVI – OPERATIONAL NEEDS

The Parties acknowledge that at times the County may have a need to bring in additional help to complete a project in the form of temporaries, casuals or limited term employees. The Union, its officers, agents, representatives, and members agree that these individuals are not part of the collective bargaining group and that they are not regular employees.

Article XXVII- PAY

A. Initial Placement

Bargaining Unit Employees shall receive an adjustment to their hourly rate of pay effective the first full pay-period of fiscal year 2018, following ratification and signature of the Agreement by the parties, or resolution of impasse, whichever occurs later. For the fiscal year 2018 distribution, Employees will be placed at the rates as indicated in Exhibit 1.

B. Annual Salary Adjustments for Fiscal Year 2019, 2020 & 2021:

1. Employees will be placed at the pay rates as indicated in Exhibit 1 for the appropriate fiscal year.

The annual salary adjustments for Fiscal Years 2019, 2020 and 2021 will be effective the first full pay period of the fiscal years.

Article XXVIII – CERTIFIED API 1104 WELDING PROGRAM – GAS DISTRIBUTION SYSTEM

Section 1. Purpose: The program is designed to have a group of certified API 1104 steel gas pipe welders consisting of DPU GWS personnel. This program is scheduled to begin in year two of this contract period with certified API 1104 welders. Training and testing would occur during year one of this contract period.

Section 2. Requirements / Eligibility: The program would be open to all personnel in a job description defined as GWS Pipefitter or GWS Sr. Pipefitter. A minimum of two (2) certified API 1104 welders are appropriate for the needs of the County, however, there shall be no limit placed on the number of certified API 1104 welders within the GWS Group trained and provided by the union. The certified API 1104 welding program is only applicable and enforceable for welding on steel pipeline of the gas system. Any and all welding that is required on steel pipeline for any other system (water or wastewater, etc.) shall not be a part of this program and the individual doing non-gas system welding will not be eligible for additional compensation under this program. Scheduling of in house certified API 1104 welding personnel shall be done on a rotating basis such that all certified API 1104 welding personnel receive approximately equal opportunities to provide this type of welding service to the County.

Section 3. Training: The union is responsible for providing the opportunity for any union member GWS Pipefitter or GWS Sr. Pipefitter to receive adequate training to obtain the API 1104 welder certification. The API 1104 certification received by any GWS Pipefitter or GWS Sr. Pipefitter, through the union, is required to meet all US DOT regulations and requirements and the appropriate County (3) welding procedures. All equipment, materials and miscellaneous supplies shall be provided by the union during the training period. All costs of training and testing shall be the responsibility of the union and/or the individual entering the training program. Training time is to be outside of scheduled work hours and shall not interfere with any on call or necessary emergency response requirements of the County. Training time shall be the responsibility of each individual employee who wishes to become a certified API

1104 welder. Training for both initial certification and certification renewal shall be the responsibility of the individual employee and the union. Accrued leave may be approved by the County for such training and practice purposes provided such leave does not interfere with the operations of the County. If no welding under API certification has occurred through continuity within a six (6) month period a recertification weld is required. Recertification welding can be done on County time provided that appropriate certified County personnel are on staff and available.

Section 4. Responsibility: All certified API 1104 welders shall complete all welding for the County requiring API 1104 certification in a professional manner and in accordance with their certification and all applicable DOT requirements and codes.

Section 5. Incentive Pay for API 1104 Welding: Each certified API 1104 welder shall receive incentive pay as defined in Section 6, in addition to regular wages, on call, or other contractually defined pay rates for the employee completing the weld project. Incentive pay shall be per weld. Definitions of weld types and the incentive pay associated with each weld type is listed in Section 6. All listed weld type projects shall include all preparation work necessary to prepare for and execute the weld per all applicable regulations and codes; including actively setting up and preparing the weld, etc. Incentive pay shall be for the individual actually completing the welding. No additional incentive pay shall be provided to any individual providing assistance to the certified welder. The County will provide all necessary tools, equipment and supplies to perform the weld.

Section 6. Incentive Pay Weld Types and Description

(Field Welding)

\$300 ---- (Most Common type of weld) ¾" or smaller diameter service tee with transition fitting and cap on existing service.

\$500 ---- (Most Common type of weld) 1" service tee with transition fitting and cap on existing service.

\$700 ---- (Most Common type of weld) 1-1/4" service tee with transition fitting and cap on existing service.

\$750 ---- 2" through 4" Short stopper plug line and install pup piece or transition fitting.

\$900 ---- 2" through 6" Saddle tee and transition fitting.

\$200 ---- 3/4" through 2" Butt weld only.

\$400 ---- 4" through 6" Butt weld only.

\$600 ---- 8" through 12" Butt weld only.

\$400 ---- 3/4" through 2" Oxy Acetylene weld.

\$50.00 per hour ---- Rate for payment of API 1104 welding activities on special projects that do not fit the description of the listed typical field weld definitions listed above an in shop fabrication welds. Rate of pay is additional to regular, on call or other contractually defined pay rates for the employee completing the welding. Payment at this rate is for time spent actually welding and actively setting up and preparing the weld, etc. The maximum number of hours for any individual special project shall be 12 hours.

Section 7. Ability to Use Outside Contractor: Nothing within the Certified API 1104 Welding Program disqualifies the County from contracting with an outside contractor to perform any welding that requires an API 1104 welding certification in lieu of using in house certified API 1104 welding personnel.

Article XXIX - 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 XXX -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 the 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 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) 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.
- I. Complete agreement on negotiations is accomplished when the Union membership ratifies the Agreement, the Utilities Board and the County Council approves it, and the respective representatives sign it, or by the decision of an arbitrator that is not appealed.

Section 3. Mutual Agreement: During the term of this Agreement, either Party desiring a change in the working rules, conditions, or wages or any other term set forth in this Agreement shall give written notice to the other Party and upon mutual consent, the Parties agree to 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 Utilities Manager for the County and the Business Manager, or designee, for the Union.

Article XXXI - 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 Utilities Board and the County Council, and remain in effect through. June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this __1__ day of July, 2017.

UNITED ASSOCIATION OF
PLUMBERS
AND PIPEFITTERS
LOCAL UNON NO.412

INCORPORATED COUNTY OF LOS ALAMOS

Arthur Sparks
Business Representative

Harry Burgess
County Manager

Tim Glasco
Utilities Manager

Attest:

INCORPORATED COUNTY OF LOS ALAMOS

GRIEVANCE FORM

DATE: _____ GRIEVANCE# _____ SITE _____

GRIEVANT: _____

EMPLOYER: _____

AGREEMENT: _____

VIOLATION: _____

Outcome

Step One _____
(DATE)

Step Two _____
(DATE)

Step Three _____
(DATE)

Remedy: _____

Respectfully Submitted:

Received by _____

Date _____

Grievant (Print) _____

ACCEPT

REJECT

(Signature)

D

D

Plumbers & Pipefitters

Exhibit 1

Title	Current Rate	Fiscal Year 2018					Fiscal Year 2019		
		1.0%	2.0%	8.85%	9.9%	\$ Amount	1%	2.23%	\$ Amount
GWS/WWTP/WP Trainee	17.92	18.10				0.18	18.28		0.18
GWS Apprentice I	19.79	19.98				0.20	20.18		0.20
WS Apprentice I	19.79	19.98				0.20	20.18		0.20
WWTP Apprentice I	19.79	19.98				0.20	20.18		0.20
GWS Apprentice II	20.79		21.21			.15/.42		21.68	0.47
WS Apprentice II	20.79		21.21					21.68	0.47
WWTP Apprentice II	20.79		21.21			0.42		21.68	0.47
GWS Pipefitter	22.94			24.97		2.03		25.52	0.56
WS Apprentice III	22.38			24.97		2.59		25.53	0.56
WWTP Apprentice III	24.72	24.97				0.25		25.52	0.56
Sr. GWS Pipefitter	25.32				27.83	2.51		28.45	0.62
Sr. Water System Operator	25.32				27.83	1.90/2.51		28.45	0.62
Sr. WWTP Operator	27.29		27.83			0.55		28.45	0.62

	Fiscal Year 2020			Fiscal Year 2021		
	1%	2.23%	\$ Amount	1%	2.23%	\$ Amount
GWS Apprentice II	18.46		0.18	18.65		0.18
GWS Apprentice I	20.39		0.20	20.59		0.20
WS Apprentice I	20.39		0.20	20.59		0.20
WWTP	20.39		0.20	20.59		0.20
GWS Apprentice II		22.17	0.48		22.66	0.49
WS Apprentice III		22.17	0.48		22.66	0.49
WWTP Apprentice II		22.17	0.48		22.66	0.49
GWS Pipefitter		26.09	0.57		26.67	0.58
WS Apprentice III		26.09	0.57		26.67	0.58
WWTP Apprentice III		26.09	0.57		26.67	0.58
Sr. GWS Pipefitter		29.09	0.63		29.74	0.65
Sr. Water System Operator		29.09	0.63		29.74	0.65
Sr. WWTP Operator		29.09	0.63		29.74	0.65

