

**AGREEMENT BETWEEN**

THE INCORPORATED COUNTY OF LOS ALAMOS



and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 611



Effective:

October 1, 2024 - September 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”), 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 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 employees in the designated bargaining unit in the positions of the following non-probationary positions: 1) Journeyman Lineman, in the Electric Distribution Division of the Department of Public Utilities; and 2) Water Systems Electrical Technicians, in the Gas, Water and Sewer Division of the Department of Public Utilities.

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 County of 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 5 - 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; 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 Deduction: 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 prior to 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 names of one authorized steward per division in the bargaining unit on July 1<sup>st</sup> 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 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 Department of Public Utilities Safety policies and practices shall meet or exceed all American Public Power Association ("APPA") Safety Manual and applicable Occupational Safety and Health Administration ("OSHA") regulations relating to electric utility distribution. 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. In July each year, a Utilities Department Safety Committee consisting of two (2) members selected by the Utility Manager and two (2) members selected by the Union shall be appointed. 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. The recommendations deemed to have merit by the committee will be acted upon based on County parameters as applicable.
- E. Any recommendation(s) of the Safety Committee will be placed in writing.

## **Article 8 – COUNTY PERSONNEL RULES**

The County's 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 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(s) to the Union steward(s), and either the County or the steward(s) can set up an appointment to discuss the steward's questions or concerns regarding the proposed changes and allow the Union steward(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 members will not be discriminated against for their lawful participation in the political process of adoption and change of County Personnel Rules.

## **Article 9 – RULES**

In addition to the applicable County and Department of Public Utilities Rules and Policies, the following shall apply to the employees as identified below:

- A. Journeyman Lineman: A Lineman Supervisor should be available on all jobs. When a Lineman 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 Lineman Supervisor or designee, and thereafter follow the chain of command. Job briefings will be conducted in accordance with APPA rules and forms shall be signed by the employee completing the form as well as by all crew members.
- B. The County will not require employees to work outdoors 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 Lineman Supervisor or Water Systems Superintendent or designee, respectively, 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 10 - 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.

Section 2. Definitions: The following disputes may be eligible for grievance:

- A. An alleged violation of this Agreement, involving the interpretation and application of its provisions.
  - 1. 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.
  - 2. A suspension without pay.
  - 3. An involuntary demotion, resulting in an actual loss of pay to an employee.
  - 4. Involuntary termination of employment.
- B. Grievant: A grievant may include the Union or any employee or group of employees within the bargaining unit, 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 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. 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: 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 Lineman Supervisor or designee. When a grievance is initiated, the Union or the grieving employee and the Lineman Supervisor of the Electrical Division or Water Systems Superintendent of the Gas, Water and Sewer 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

hearing.

Step 2:

The grievance will be submitted in writing, by hand delivery, registered mail, or both mail and fax to the Deputy Utilities Manager of Electrical Production and Distribution for Journeyman Lineman or Deputy Utilities Manager of GWS for Water System Electrical Technicians 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 Deputy Utilities Manager, 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, 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 manager, 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 make an irrevocable election of either, but not both:

- a. Have the appeal decided by the County's Personnel Board (in accordance with County's Personnel Rules and Regulations); or
- b. 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's 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. 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, for the purposes hereof, shall consist of the following – Journeyman Lineman in Electric Distribution Division and Water System Electrical Technicians in Gas, Water, Sewer Division.

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

1. When the employee quits; or
2. 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 12 – TRANSFERS AND REASSIGNMENTS**

When employees are temporarily required to report to work at a location other than their normal reporting site, they will be given two weeks' notice, except in emergencies. A work vehicle will be available at the temporary work site for the employee's use on the job. If the temporary work site is located outside of the County limits, the County will provide a work vehicle from the normal reporting site to the temporary work site.

## **Article 13 - DRUG/ALCOHOL TESTING**

The Parties agree that Journeyman Lineman employees are covered under the Department of Transportation Anti-Drug and Alcohol Act pursuant to the Commercial Driver's License Regulations, covering random, post-accident, pre-hire and return to duty 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 14 - TOOLS AND EQUIPMENT**

- A. The County will replace for bargaining unit employees as needed the following: 10 pants Fire Resistant (FR), 10 shirts (FR), 1 pair overalls (FR), 1 pair insulated coveralls (FR), 1 set safety straps, 2 pair gloves, 1 winter coat (FR) and other foul weather gear worn for normal employee duty use. The County will provide laundering services for pants and shirts and replace the items above when worn out or damaged through normal employee use. This section shall not apply to gear lost, stolen, or damaged through negligence or willful acts. Any tools or equipment purchased by the County as listed above will be returned to the County upon separation or the employee must reimburse the County for replacement value of the items. All FR clothing will be no less than Category II.
- B. Employees must turn in worn or damaged clothing to receive a new issue.
- C. Safety Boot Allowance
  1. For Journeyman Lineman Employees:  
Bargaining Unit Employees shall receive a \$700.00 annually for required safety boots, no sooner than twelve months from prior allowance receipt, and no later than the pay period that includes August 31<sup>st</sup> of each year. Proof of purchase of electrical hazard safety boots in accordance with Risk Specifications is required.
  2. For Water Systems Electrical Technicians Employees:  
Bargaining Unit Employees shall receive a \$600.00 annually for required safety boots, no sooner than twelve months from prior allowance receipt, and no later than the pay period that includes August 31<sup>st</sup> of each year. Proof of purchase of electrical hazard safety boots in accordance with Risk Specifications is required.
  3. The boot allowance will be in place until the County adopts a Safety Shoe Voucher Program.
- D. If applicable, employees will receive reimbursement for up to \$300.00 annually for the purchase of safety prescription in accordance with ANSI Specifications.
  1. Employees who wish to be reimbursed for prescription safety eyewear shall obtain a current (less than 12 months old) prescription from a licensed optometrist and complete applicable Risk Management Form. The employee shall then submit the request and required documentation (invoice and copy of prescription) to Risk Management.
  2. Risk Management shall review each request to ensure the eyewear meets the above criteria. If the request is approved, Risk shall issue an authorization to Payroll to

reimburse the employee for the cost of the eyewear up to a maximum of \$300.00 annually.

3. The County will provide required personal protective equipment including lineman's belts, and climbers and safety straps. Such equipment, including boots addressed in section C, shall be replaced with new equipment if worn or damaged through normal employee duty use. This shall not apply to gear lost, stolen, or damaged through negligence or willful acts. In circumstances where the employee was issued these items by the County other than as a replacement for employee-owned tools and equipment that become worn or damaged through normal employee duty use, they will be considered County property and must be turned in at the time of separation.

### **Article 15 - EXPENSES**

Travel expenses and per diem will be paid to an employee in accordance with applicable County policy.

### **Article 16 - ANNUAL LEAVE**

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

### **Article 17 - SICK LEAVE**

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

### **Article 18 – COMPENSATORY TIME**

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

### **Article 19 – HOLIDAYS**

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

### **Article 20 – CLASSIFICATIONS**

Bargaining unit employees in the position of Journeyman Lineman will be required to be certified as a journeyman by the State of New Mexico or IBEW.

### **Article 21 - STAND-BY DUTY & CALL-OUT ADMINISTRATIVE LEAVE**

#### **A. For Journeyman Line Employees:**

1. Stand-by duty will be applied in accordance with the provisions of the County Personnel Rules and Regulations for the primary employee assigned each week. The primary employee shall be paid equivalent to twenty (20) hours pay at their regular rate for a full calendar week of stand-by duty. For the secondary employee, twelve (12) hours of pay per week will be applied with a required response time of 60 minutes after contact. If the

secondary employee lodges in Los Alamos County and requests and receives approval by the Deputy Utilities Manager one week in advance and holds standby for the whole week in Los Alamos County, then they shall receive primary standby pay in accordance with the County Personnel Rules and Regulations.

2. The secondary employee, if not called in on a holiday, will not be eligible for administrative leave to take in addition to holiday pay. At managements' discretion, the secondary employee may be assigned primary duties on a pro-rated basis due to extreme weather or risk. Employees on stand-by duty who are called out to work will be compensated in accordance with this Article 21.

**B. Water Systems Electrical Technicians:**

1. Stand-by duty is not required to be held as a regularly scheduled period of time.

**C. Call-out Administrative Leave:**

1. If an employee is on a call-out assignment for 16 consecutive hours, the employee is required to take a 10-hour unpaid rest period, to include travel time. If the rest period overlaps the employee's normal work schedule, the employee shall receive paid administrative leave for the overlapping period of time between the employee's normal work schedule and the rest period at their regular hourly rate. The overlapping period of time resulting as paid administrative leave shall be considered time worked with regard to overtime calculations.
2. If an employee works at least 2 hours between the hours of midnight and 5 am, or get called out between 2 AM and 5AM, they will be eligible for a 10-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 5 am, there is no rest period. Stand-by pay shall not be considered time worked and will not count toward overtime.
3. If the employee is holding stand-by and becomes eligible for a rest period, the employee shall contact the supervisor at least two (2) hours in advance of such eligibility, to be relieved of stand-by during the rest period. Stand-by pay shall not be considered time worked and will not count toward overtime.
4. Call Out for Primary and Secondary Stand-by: Will be administered in accordance with Personnel Rules regarding Call Out Pay (currently rule 313).
5. Call Out for non-stand-by: When a bargaining unit employee who is not on stand-by (primary or secondary) is called back to work after departing at the end of the normal workday and reports to work, shall be considered to have been called out. If the employee works less than four (4) hours during any call out period, the employee shall receive compensation at a premium rate for four (4) hours. If a Bargaining Unit Employee works four (4) or more hours during any call out period, the Bargaining Unit Employee shall receive compensation at the premium rate of pay for eligible time worked, which does not include travel time to and from the reporting site.

6. Extension of Workday: When a bargaining unit employee is not on stand-by or call-out and 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 or at the shop.
7. If the Water Systems Electrical Technician elects to answer an after-hours call and report to duty, with a required response time of 60 minutes after contact, unless other arrangements are made with the supervisor, then that employee will be compensated in accordance with paragraph C(5) of this Article 21.

## **Article 22 – PAY**

- A. Effective the first full pay period after October 1, 2024 or following ratification and signature of this Agreement by both parties, or resolution of any impasse, whichever is later, Journeyman Lineman employees will receive a two percent (2%) increase to the employee's regular hourly rate of pay, plus merit increase as described below and as may be applicable, and Water Systems Electrical Technicians will receive a two percent (2%) increase to the employee's regular hourly rate of pay, plus merit increase as described below and as may be applicable.
- B. Effective the first full pay period of fiscal years 2026 and 2027, Journeyman Lineman employees will receive a two percent (2%) increase to the employee's regular hourly rate of pay, plus merit increase as described below and as may be applicable, and Water Systems Electrical Technicians will receive a two percent (2%) increase to the employee's regular hourly rate of pay, plus merit increase as described below and as may be applicable.
- C. Merit Increase
  1. Bargaining Unit Employees receiving an overall rating of "Meets Expectations" on their performance appraisal will receive a 1% increase.
  2. Bargaining Unit Employees receiving an overall rating of "Exceeds Expectations" on their performance appraisal will receive a 2% increase.
  3. Bargaining Unit Employees receiving an overall rating of "Far Exceeds" on their performance appraisal will receive a 3% increase.
  4. Bargaining Unit Employees receiving an overall rating of "Development Needed or Unsatisfactory" on their performance appraisal will not receive a merit increase.
- D. Limited Retention Incentive
  1. Limited Retention Incentive to Base Pay for Journeyman Lineman Bargaining Unit employees will receive a temporary retention incentive to their regular hourly rate of pay of \$4.00, effective the first full pay period after October 1<sup>st</sup> or following ratification and signature of this Agreement by both parties, or resolution of any impasse, whichever is later and will remain in effect for the Term of this Agreement.
  2. Limited Retention Incentive to Base Pay for Water Systems Electrical Technicians: Bargaining Unit employees will receive a temporary retention incentive to their regular hourly rate of pay of \$3.50, effective the first full pay period after October 1<sup>st</sup> or following ratification and signature of this Agreement by both parties, or resolution of any impasse,

whichever is later and will remain in effect for the Term of this Agreement.

- E. Bargaining Unit Employees will receive a one-time pay of \$250.00. This payment is to be paid on the first full pay period after ratification and signature of this Agreement by both parties, or resolution of any impasse, whichever is later.
- F. County shall provide eligible employees Public Employees Retirement Association (PERA) benefits under the Municipal General Plan 3. Pursuant to Resolution No. 22-25, and annually thereafter for the term of this Agreement, County will implement a 60/40 PERA split (employer 60% / employee 40%) of the total contribution amount required for both County and employee PERA contributions, which will result in County assumption of roughly 5% of the employee's contribution obligation to PERA as outlined in Exhibit 1.
- G. Stability pay will be administered in accordance with the County Personnel Rules and Regulations.

## **Article 23 - 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.

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 24 - 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.

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**Article 25 - 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 September 30, 2027.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed this 1<sup>st</sup> day of October 2024.

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS #611

INCORPORATED COUNTY OF LOS ALAMOS

\_\_\_\_\_  
Pete Trujillo  
Business Manager

\_\_\_\_\_  
Anne Laurent  
COUNTY MANAGER

\_\_\_\_\_  
Rick Chavez  
Assistant Business Manager

\_\_\_\_\_  
Philo Shelton  
UTILITY MANAGER

ATTEST:

\_\_\_\_\_  
Naomi Maestas  
COUNTY CLERK



INCORPORATED COUNY 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: \_\_\_\_\_  
Grievant (Print) \_\_\_\_\_

Date: \_\_\_\_\_  
Accept  Reject

\_\_\_\_\_  
Signature

**EXHIBIT 1**

| <b>Municipal General Plan 3</b>   |                 |                 |               |                     |                 |                 |               |
|---|-----------------|-----------------|---------------|---------------------|-----------------|-----------------|---------------|
| <b>PERA Contribution Amounts</b>  |                 |                 |               |                     |                 |                 |               |
| <i>After Employer Pick up (Effective Split - Employee 40% / Employer 60%)</i> |                 |                 |               |                     |                 |                 |               |
| <b>FY 25</b>  |                 |                 |               | <b>FY 26 and 27</b> |                 |                 |               |
|   | <b>Employee</b> | <b>Employer</b> | <b>ER P/U</b> |                     | <b>Employee</b> | <b>Employer</b> | <b>ER P/U</b> |
|   | 10.98%          | 11.30%          | 5.17%         |                     | 11.38%          | 11.80%          | 5.27%         |
| <b>Total ER %</b>   | 16.47%          |                 |               | <b>Total ER %</b>   | 17.07%          |                 |               |
| <b>Total %</b>  | 27.45%          |                 |               | <b>Total %</b>      | 28.45%          |                 |               |