

AGREEMENT BETWEEN

The Incorporated County of Los Alamos

LOS ALAMOS

and

The Los Alamos Firefighters' Association
Local 3279



Effective
July 1, 2025 – June 30, 2029

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Article 1 PREAMBLE

This Collective Bargaining Agreement (hereinafter the "Agreement ") is entered into between the Incorporated County of Los Alamos (hereinafter called the "County" or "Management") and the Los Alamos Firefighters' Association, IAFF Local #3279 (hereinafter called the "Union"). This is the only Agreement between the parties and supersedes any prior agreements.

The purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest; to establish wages, hours and other terms and conditions of employment and other issues agreed to by the parties; to delineate all rights of employees and the County pursuant to Los Alamos County Code of Ordinances, Chapter 30; and to assure at all times the orderly and efficient delivery of quality services.

Article 2 RECOGNITION

The County recognizes the Union as the exclusive representative of all regular non-probationary Firefighter 2, Driver Engineers, and Captains (hereinafter called "Bargaining Unit Employees" or "BUE") defined as those who have successfully completed their one-year new hire probation period eligible for collective bargaining. The exclusive representative shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the Union.

The recognition of the Union does not prevent a BUE, acting individually and at no cost to the Union, from presenting a grievance without the intervention of the Union. Any resolution made as a result of a BUE grievance shall not conflict with the provisions of this Agreement.

Article 3 SEVERABILITY

If any provision of this Agreement is determined by final order of a court with jurisdiction over the parties to be contrary to 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.

Article 4 NO STRIKE OR SLOWDOWN

The parties acknowledge that strikes and slowdowns are illegal. The Union agrees that it, and the employees in the bargaining unit, shall not encourage, support, instigate or participate in a strike or slowdown.

The parties agree that in the event of a strike or slowdown or threat of a strike by current Union officers or Executive Board members, any decertification action shall be conducted in accordance with Local ordinance or State law, whichever governs. The parties agree that the County shall not cause, instigate, or engage in any public employee lockout.

Article 5 AGREEMENT CONTROL

If any policy, regulation or directive is in specific conflict with any provision of this Agreement, the Agreement provision shall control. By mutual written agreement, the parties may modify this Agreement. Unless otherwise specifically stated herein, the provisions, conditions, and requirements of this Agreement shall apply to all employees in the bargaining unit.

Article 6 NON-DISCRIMINATION

The parties agree to the extent allowed by law that neither the Union's nor the County's respective policies or activities shall discriminate against any employee based upon sex, marital status, race, color, creed, national origin, age, religion, disability, political affiliation, veteran's status, sexual orientation or Union or non-Union affiliation. The parties further agree that the grievance procedure contained in this Agreement shall be the exclusive remedy for an employee to pursue a complaint regarding the matters covered by this Article or other provisions of the Agreement.

Article 7 MANAGEMENT RIGHTS

Unless limited by the provision of this Agreement, management 's rights shall include:

- A. To direct and supervise all operations, functions, and the work of the employees; and
- B. To hire, lay off, promote, demote, assign, reassign, transfer, discipline, discharge or terminate employees; and
- C. To determine what, by whom, and when services shall be provided to the citizens; and
- D. To determine staffing requirements, create and abolish positions, or to eliminate or reorganize work units; and
- E. To determine the need for and the qualifications of employees, and to determine the qualifications for and the qualifications of employees considered for transfer and promotion; and
- F. To take actions as necessary to carry out the mission of the employer in emergencies.

Management retains all rights not specifically limited by this Agreement; Management's rights shall not be subjugated or in any way diminished by any expressed or implied duty to bargain. This provision shall not be interpreted to prohibit bargaining on these subjects in negotiations for a successor agreement; and retained management rights shall not be subject to the grievance procedure contained in this Agreement.

Article 8 EMPLOYEE RIGHTS

- A. Employees have the right to form, join or assist the Union. Employees also have the right not to form, join or assist the Union. Pressuring employees to form, join or assist the Union is a prohibited labor practice. Solicitation of Union membership during paid time or on County owned, occupied or leased premises or equipment is prohibited. The Union Officers/stewards may be allowed to meet with their members while on duty provided that the Union Officers/stewards are off duty, the meeting does not interfere with daily operations, and the Fire Chief, or designee, has been informed of the time, place, and nature of the meeting and has given approval.
- B. BUE and supervisors are encouraged to participate in meaningful discussions in employee performance meetings that proceed or are outside the disciplinary process.
- C. A BUE shall be informed by his/her supervisor if a scheduled meeting is likely to result in disciplinary action in the form of a written corrective action, suspension without pay, demotion or termination. If such meeting may result in such level of discipline, the employee may request that a Union representative be present and such request shall be granted by the Fire Chief, or designee, if operation functions shall not be compromised. The Union representative, if a recognized steward or Union Officer on shift, may attend the meeting on paid time. An employee is not entitled to representation in other meetings with management other than as outlined in Article 8.C.
- D. In an effort to maintain good employee morale, Company Officers shall be responsible for limiting negative criticism of Management during work hours.

Article 9 UNION RIGHTS

The parties agree that the Union has the right to represent the interests of BUEs so long as doing so is in accordance with Los Alamos County Code of Ordinances, Chapter 30, Article II. In exercising these rights, the following provisions shall apply:

- A. Only those individuals that have been identified in writing by the Union President to the Fire Chief as Union representatives shall be recognized. These individuals shall not carry out Union business on County paid time unless otherwise provided in this Agreement. Union Officers include the elected positions of President, Vice President, Secretary, Treasurer, Stewards and Trustees, and Sergeant of Arms.
- B. Union Appointees are those members that are named by the Union President to serve on a department committee or otherwise as requested by Management.
- C. Union members duly authorized by the Union President or designee may be released from duty, on standbys, or shift trades for the purpose of conducting Union business, unless otherwise provided in this Agreement.

- D. Any investigation, processing, or presenting of any grievance, whether by a Union Steward, Union Official, or other BUE shall not be performed on County paid time unless otherwise provided in this Agreement.
- E. Union Officers may schedule meetings with Management to discuss any matters pertaining to the Agreement. Such meetings shall be scheduled at a time and place which shall not interfere with the delivery of quality services to the citizens.
- F. If requested by the Fire Chief, the Union shall speak at general meetings of employees.
- G. Space for a bulletin board to be furnished by the County, where the Union may post its announcements, shall be made available. Nothing inflammatory, derogatory, or critical of County or department management shall be contained in the material that is posted or otherwise disseminated. Violation of this provision shall result in the loss of this privilege. The Union shall not be unreasonably held responsible for postings or disseminations beyond their control.
- H. BUE shall post any and all announcements only on the bulletin board designated for Union announcements.
- I. If requested and available, the County shall provide to the Union any information classified as public information. A fee within the limits of the law may be charged for copies of this information. This provision shall not be interpreted to require the County or the Department to develop new reports or analyses.
- J. Neither the Union nor any BUE may solicit Union membership on any Fire Department work site during the workday of the employee(s) involved in the solicitation.
- K. Non-county employee Union representatives may be allowed access to fire stations after obtaining authorization from the Fire Chief or designee.
- L. The County shall provide one (1) copy of the Agreement to each fire station and one (1) copy of the Agreement to each of the Union Officers. This provision shall require no more than 10 copies.
- M. Mailboxes, inclusive of County email at Department work sites, may be used for the dissemination of Union literature or correspondence so long as it is not inflammatory, derogatory or critical of County or department management. Union members agree and acknowledge that email communication via County email addresses is subject to the Inspection of Public Records Act.

Article 10 DUES DEDUCTION

During the life of this Agreement, and upon receipt of a voluntary authorization for dues deduction card, the County shall deduct from the pay of all employees covered by this agreement who have executed an authorization card, membership dues levied by the Union in accordance

with its constitution and by-laws. The Union President, or designee, shall be informed by the County Human Resources Manager, or designee, of those BUEs wishing to have their dues terminated. A BUE may terminate his/her dues at any time by notifying the County in accordance with County procedures. The Union shall indemnify, defend and hold the County harmless against any and all claims that shall arise out of or as a result of any conduct taken by the County for the purpose of complying with this Article.

Article 11 CONTRACTING OUT

County Council retains the right and authority to determine service delivery by the Fire Department. In the event the Union has concerns over such decisions, the Union may request a meeting with the County Manager or designee for the purpose of discussing those concerns.

Article 12 OUTSIDE EMPLOYMENT

A BUE position with the Los Alamos County Fire Department, covered under this Agreement, is the primary source of employment for the employee. This Article shall be administered in accordance with the County Personnel Rules and Regulations.

Article 13 LABOR MANAGEMENT

The Labor Management Committee (LMC) is a meeting group solely for the purposes of this Agreement and shall not be deemed a board, commission, or committee of the County under the County Charter, County Code, or for purposes of the Open Meetings Act. The purpose of the LMC is not to alter this Agreement, but to provide for clarification and implementation of this Agreement and address issues that arise outside of this Agreement. The LMC shall discuss and develop solutions of labor management issues presented by either party to this Agreement. The Interest Based Consensus Building (IBCB) approach shall be utilized by the LMC. Meeting agendas and summary meeting results, including consensus derived solutions, shall be documented and published for the reference of all department employees.

The LMC shall consist of at least three (3) and no more than five (5) employees of the County, appointed by the Fire Chief, and at least three (3) and no more than five (5) BUEs, appointed by the Union President. If on duty, these BUEs shall participate in the Committee meetings on paid status. The parties agree there shall be no overtime or additional time paid for serving on this Committee. Both sides may also have up to two observers that are County employees. The Union observer(s) shall be on non-paid status unless on duty. A facilitator and/or a representative of the County Human Resources Division may be requested by either party to participate in the meetings. Each party may also bring one (1) subject matter expert (SME) per meeting for a specific agenda item(s). If on duty, an employee who is an SME shall participate in the LMC meeting on paid status.

The length of the meetings shall be mutually agreed upon by the parties but shall not normally exceed two (2) hours. Each party shall submit a proposed agenda at least eight (8) calendar days in advance. This shall enable each party to examine and research the subject prior

to meeting. This Committee shall meet at a minimum of once per quarter, or upon request by either party.

Article 14 EMPLOYEE INVESTIGATIONS AND DISCIPLINE

- A. The County and the Fire Department reserve the right to investigate all allegations of employee misconduct.
- B. A BUE may be placed on administrative leave of absence with pay, if appropriate, during an investigation involving that BUE.
- C. During an employee investigation no documentation related to the matter shall be placed in the BUE's official personnel file until the investigation is completed.
- D. If a preliminary inquiry by the County discovers facts that may lead to discipline, any investigation interview of an employee shall be conducted pursuant to the New Mexico Hazardous Duty Officers' Employer-Employee Relations Act. Further, Weingarten Rights shall apply to any investigative interview of an employee.
- E. If disciplinary actions are taken against a BUE as a result of an investigation, such actions shall be taken within a reasonable time from the completion of Management's investigation. BUE shall be provided the opportunity to respond to the disciplinary actions prior to the imposition of any suspension without pay, demotion or termination. The BUE may be accompanied by a representative of his/her choosing when responding to the actions. Any other discipline imposed shall not require adherence to this procedure.
- F. Following the BUE's response to the disciplinary actions, Management shall make a determination and issue a final determination within a reasonable time period.
- G. When discipline is to be imposed, progressive discipline shall be considered when it appears that the merits of the case would lend itself to this procedure. The level of discipline to be imposed shall be an exclusive determination of Management.
- H. Through collaborative work, the disciplinary process was identified in a Fire Chief's Directive (FCD). Any changes to this FCD must be reviewed, discussed, and consensus obtained in the labor management process.

Article 15 PERSONNEL FILE

BUE's personnel file shall be administered in accordance with the following provisions:

- A. The County shall maintain an official personnel file for each BUE. The file shall be maintained in the County Human Resources Division.

- B. A BUE shall be permitted to review material contained in his/her official personnel file. A BUE wishing to review his/her official personnel file may be required to provide at least twenty-four (24) hour advance notice. A designated representative of the County Human Resources Division shall be present during the file review. The file reviewer shall sign and date a form maintained in the official personnel file.
- C. The County shall honor requests for a copy of an accessible document in the official personnel file for the BUE. The BUE may be required to assume the cost for the copies.
- D. A BUE shall be entitled to provide a written response to any adverse material contained in their official personnel file.
- E. The Fire Department and each supervisor may maintain a separate working file for each BUE they supervise. Such file is not considered the official personnel file for the purposes of this Article.

Article 16 GRIEVANCE PROCEDURES

A. Purpose

The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for BUEs other than that contained in this Article. The intent of this language is to ensure that the only remedy or recourse the Union or a BUE has regarding an issue that is covered by this Agreement is the procedure contained herein. Other complaints about working conditions, rules and regulations, promotions, and transfers may be addressed through the LMC or through the chain of command.

B. Definitions

1. A "grievance" shall be defined as a formal complaint concerning an alleged violation of a specific provision(s) of this Agreement, or a management action where a BUE has been harmed or received a written corrective action, suspension without pay, demotion, or termination, based upon this Agreement, FCDs, and/or County Personnel Rules and Regulations.
2. A "grievant" shall be any BUE, group of BUEs, or the Union.
3. "Days" shall mean business days throughout this Article. When this procedure states a specific number of days in which some action must or may be taken after a given event, the day of the given event is not counted in computing the time, and the last day of the period is deemed to end at close of business on that day. If the final day occurs on a weekend or holiday, the final day shall be the first following business day.

C. Procedures

1. Grievance proceedings shall be kept informal at all levels of this procedure.
2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
3. If the County or Fire Department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties in writing. If a BUE has pre-approved annual leave, compensatory time leave, and/or a shift trade during the initial ten (10) day requirement, the timeline shall be extended by those days.
6. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew, or reasonably should have known of the action, which precipitated the grievance.

D. Steps

Step 1.

The grievant shall first declare the possibility of a grievance exists, cite alleged contractual violations and relief sought, then discuss the possible grievance with the supervising Battalion Chief and the program managing Chief Officer (when applicable), who shall notify the Deputy Chief, directly with the objective of resolving the possible grievance. If the possible grievance is not resolved within ten (10) days, the issue may be moved to Step 2.

Step 2.

If, after ten (10) days from the date the possible grievance was declared to the Battalion Chief, a written grievance may be filed with the Fire Chief or designee. To be considered, the grievance must be timely submitted and contain what contractual provision(s) of this Agreement is alleged to have been violated, all of the known facts constituting the alleged violation, and the relief requested. Amendments to the grievance are allowed only if such amendments are completed in writing within the ten (10) day period listed in Section C.6. of this Article.

Step 3.

If after ten (10) days from the date the grievance was filed with the Fire Chief the issue is not resolved, within ten (10) days a grievance may be filed with the County Manager. No later than ten (10) days following receipt of the written grievance, the County Manager, or designee, shall convene a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party. The County Manager, or designee, shall have ten (10) days to render a decision.

Step 4.

If the grievance is not resolved by the County Manager's decision, the grievant/BUE filing the grievance and the Union may request that the grievance be submitted to arbitration. Such request must be submitted to the Federal Mediation and Conciliation Service, with a copy to the County Manager, not later than ten (10) days following the date that the grievant/BUE filing a grievance is notified of the County Manager's decision or the date that the decision was due.

E. Arbitration

1. The arbitrator shall be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. The moving party to the arbitration shall request the list of arbitrators and 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.
2. The arbitrator shall conduct the hearing as soon as possible.
3. 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 expand or add to the rights of BUEs or the Union under the terms of this Agreement.
4. The arbitrator's decision shall be final and binding on the parties.
5. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

F. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.

2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
3. The Union shall be considered a party to any BUE's grievance. A BUE, acting individually on his/her personal claimed adverse employment action, may present a grievance without the intervention of the Union, provided the grievance has been processed in accordance with this procedure and the employee specifically, in writing, requests that the Union not represent him/her in the grievance. However, the Union may represent its own interests in any grievance. At any step of a grievance, the Union, as a party to this Agreement, shall be afforded the opportunity to enter the proceeding as a party.
4. All documents related to a grievance or appeal shall be maintained as a separate file. This provision does not include documents of disciplinary action, which precipitated the grievance or appeal.
5. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.
6. The grievant's and the Union's processing of grievances shall be conducted on off-duty time unless otherwise agreed upon by the Fire Chief, County Human Resources Manager, and the Union President or their respective designees. If such time is allowed, it shall not be considered time worked for the purpose of computing overtime.

Article 17 WORKDAYS AND WORK ASSIGNMENTS

The Union acknowledges that Management may make changes in workdays and work assignments. However, prior to implementing changes that the Fire Chief or designee considers permanent, major changes in workdays, the proposed changes shall be discussed with the Union. The Union may address concerns they have over any changes in workdays to the LMC.

Article 18 STATION MAINTENANCE AND REPAIR

It is agreed that issues regarding station maintenance and repair shall be addressed through the LMC. When addressing maintenance issues, the Union and Management shall include the appropriate personnel (i.e., Department Director, Facility Manager, Safety Division, etc.) to identify, address, and establish a plan to mitigate identified health and safety issues.

Article 19 ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

A. Definitions:

1. **Assignment:** The original station and shift assigned to a BUE after the completion of the one-year new hire probation.

2. **Reassignment:** A change in station while remaining on the same shift.
 3. **Transfer:** A change in shift assignment.
- B. The primary consideration in BUEs assignments, reassignments, and transfers shall be the needs of the County and the department as it relates to what is in the best interest of the community, as determined by the Fire Chief or designee and the County. All other considerations for reassignments and/or transfers is subordinate to the best interests of the community.
 - C. BUEs shall be given reasonable notice of involuntary transfers or reassignments. BUEs wishing to be considered for voluntary transfers or reassignments may submit a request to the Fire Chief or designee.
 - D. Prior to making permanent major changes in the job duties of BUEs, the Union shall be given notice and an opportunity to provide input. When the Union has concerns regarding other job duties, they shall, at the discretion of the Union President, request a meeting with the Fire Chief or designee and other representatives of the County in order to make their views known.
 - E. If, as a result of major reassignments and/or transfers, issues arise, the LMC shall discuss the operational need for such reassignments and/or transfers to build mutual understanding and to resolve issues.

Article 20 SHIFT TRADE

The parties agree that the parameters of the shift trade program shall be outlined in the FCDs.

Article 21 PHYSICAL FITNESS TESTING

The parties acknowledge that firefighting is a physically demanding occupation that requires incumbents to maintain a high level of physical fitness. The Fire Department has established completion of the Criterion Task Test (CTT) with a time of less than seven (7) minutes as a standard of fitness for BUEs. In order to facilitate achievement of this standard for all BUEs, a mandatory fitness program for all BUEs shall be established and outlined in FCDs. Any changes to the fitness program or physical testing shall be discussed through the Health and Safety Committee, and LMC process.

Each BUE shall be required to be medically evaluated and certified through the LANL Health and Wellness Surveillance programs, whose physicians function as the Fire Department physician for medical and fitness evaluations. NFPA medical and fitness standards provided for in Cooperative Agreement DE-NA0004163, and implemented by the DOE/NNSA Field Office in Los Alamos, shall apply to medical and fitness evaluations. The medical and fitness evaluations examination or certification offered through the LANL Health and Wellness Surveillance programs shall be provided at no cost to the BUE. There shall be no additional pay received by the

BUE for participation in such exams or certifications, unless authorized by the Fire Chief or designee.

When DOE/NNSA provides the County with the implementation schedule for the current NFPA 1580 Standard, or any future changes to the NFPA 1580 Standard, the County shall notify the Union President of the proposed changes. Either the County or the Union President may request a meeting to discuss any questions or concerns the Union may have regarding the implementation. The Union President shall be given the opportunity to submit written input, which will be presented to the appropriate board and/or management designee prior to the implementation of the changes.

Those BUEs who take the CTT and who finish with a time of seven (7) minutes or greater shall be required to participate in a prescribed mandatory fitness rehabilitation program that shall not exceed 180 days, as prescribed in the FCD.

The CTT shall be in accordance with the Fire Department procedures except that it shall be the option of the BUE to wear or not to wear the facemask during the testing.

Article 22 SAFETY, UNIFORMS, AND EQUIPMENT

During the term of this Agreement, the County shall continue the practice of providing uniform apparel and safety gear that the Fire Chief or designee determines is appropriate for BUEs. Servicing and maintenance of such apparel shall also be continued as determined by the Fire Chief or designee.

The parties agree that providing appropriate safety gear, a safe work environment, and equipment has been and continues to be a priority for the Union, the Fire Department, and the County. In the event the Fire Department extends service delivery to new areas, such as hazardous materials handling, etc., the provision of appropriate safety gear and/or equipment shall be a top priority.

BUEs are responsible for proper maintenance and upkeep of Department issued uniforms, equipment, safety gear, etc. Those BUEs who demonstrate negligence which results in the loss or damage of Fire Department owned or issued uniform apparel, equipment, safety gear, etc. may be required to reimburse the Fire Department for such loss or damage. The determination of whom and/or how much reimbursement shall be required shall be made by the Fire Chief or designee.

Pursuant to achieving the mutual goal of maintaining a high level of BUEs' safety, the parties agree that the Union shall participate as a member of the Fire Department's Safety Committee. The Union member of the Fire Department Safety Committee shall be either the Union President or designee. Since this committee is required by OSHA, committee members shall serve on paid status.

Article 23 DRUG AND ALCOHOL-FREE WORKPLACE

- A. The parties agree that BUEs hold safety-sensitive positions, and that the maintenance of a drug/alcohol free workplace is essential to protect the lives and property of the citizens of the community, as well as to ensure the safety of the BUEs.
- B. The parties agree that substance abuse shall not be tolerated in the County and Fire Department.
- C. The County may administer drug/alcohol testing in accordance with County Personnel Rules and Regulations and the County's Drug and Alcohol Policy.
- D. The Parties agree that training shall occur as requested, and that policies and procedures shall be made readily available.

Article 24 EMPLOYEE ASSISTANCE PROGRAM

All members of the Fire Department are eligible to participate in a County Employee Assistance Program. BUEs who need assistance are encouraged to seek assistance by contacting the program directly by using the posted phone number. Other sources for voluntary referral include the employee, the supervisor, the Fire Chief or designee, and a counselor. Reasons for referral include, but are not limited to, assistance in stress, burnout, alcohol and drug related problems.

Additional services available to the Fire Department include Employee Assistance Program through LANL Occupational Health and Metro Peer Support.

Article 25 TUITION ASSISTANCE

BUEs shall be eligible to participate in any available County Tuition Assistance Reimbursement Program (TARP). If the BUE utilizes classroom leave and the school/travel schedule requires additional time off, compensatory time or annual leave shall be used with prior approval. Compensatory time must be exhausted prior to the utilization of annual leave. The BUE participating in tuition assistance when on duty has the responsibility to arrange for appropriate coverage to meet minimum staff requirements, with the County covering the salary cost. BUEs are encouraged to arrange for coverage utilizing rank for rank/paramedic replacements, as needed, to meet the minimum staffing requirements.

Article 26 PROMOTIONAL PROCEDURE

The parties recognize that it is in the best interest of the BUE, the Fire Department, and the County if promotional procedures have the support of both the Union and the County (i.e., Fire Department Management, County Human Resources). The Parties also agree to work collaboratively to review and implement the FCDs regarding the promotional procedures through the process established in Article 13 of this Agreement.

Article 27 REDUCTION IN FORCE

- A. **Authority:** Pursuant to County regulations and State law, the County has the authority to discharge, terminate, or layoff BUEs at any time when a reduction in personnel is required.
- B. **Council Discretion:** County Council is vested with the discretion to authorize the level and type of fire service to be provided to the community and may make revisions to the service provided at any time. The County, as authorized by Council in its discretion, may at any time decrease the number of employees in the fire service and is solely vested with the discretion to determine what causes shall justify a reduction in personnel.
- C. Prior to official notification, the Parties shall meet to discuss the staffing requirements to solicit input from the Union regarding potential Reduction in Force (RIF).
- D. When the County anticipates a RIF or layoff that might result in the discharge or termination of a BUE(s), the County shall notify the Union and the affected BUE(s) in writing at least fourteen (14) days prior to the implementation of the RIF. The Union may request in writing to meet with representatives of the County to discuss possible alternatives to the RIF, provided that such request is made no longer than seven (7) days after receipt by the Union of the County's notice of intent to RIF.
- E. No regular employee shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary employees in the same rank have been discharged or terminated. This provision does not preclude the hiring of part-time employees, privatization or the use of volunteers in the case of a RIF.
- F. BUEs shall be laid off in reverse order of seniority within the rank affected. Depending upon staffing requirements, superior rank shall have seniority over inferior rank, unless the parties determine and agree upon an alternate method to address the staffing needs. BUE may be reassigned to a lower rank to accommodate a RIF. When BUEs are reassigned to a lower rank as a result of a RIF, they shall become senior to all BUEs in the newly assigned rank. A BUE who is reduced in rank in accordance with the provisions of this Article shall have his/her pay reduced to commensurate with such reduction in rank.
- G. Prior to filling vacant positions through promotion, all BUEs who are reassigned to a lower rank as a result of RIF shall be returned to available vacant positions.
- H. **Rank Seniority:** The seniority of fire officers/drivers within ranks shall be determined by the date the employee was promoted to the title he/she holds. In the event that two (2) BUEs have the same date of permanent promotion, their seniority shall be determined by their length of service in the Los Alamos Fire Department.

- I. In the event a tie cannot be broken by length of service with the Los Alamos Fire Department and one (1) of the BUEs is a veteran, the non-veteran shall be laid off. If neither or both BUEs are a veteran, the determination of who shall be laid off shall be by the toss of a coin.
- J. Those employees laid off as a result of a RIF are eligible for re-employment in accordance with the County Personnel Rules and Regulations. BUEs shall be eligible for re-employment with the Fire Department for a period of six (6) months. Eligible BUEs shall be notified by certified mail and have thirty (30) days to respond to such notice.

Article 28 FAMILY AND MEDICAL LEAVE

Family and Medical Leave shall be administered in accordance with County Personnel Rules and Regulations.

Article 29 LEGAL LEAVE

BUEs shall be entitled to leave associated with legal actions subject to the following provisions:

- A. Leave with pay shall be granted to a BUE called to serve on jury duty. Any payment received by the BUE for jury duty shall be turned over to the County. This applies only to payment on designated scheduled shift days, excluding meal and mileage per diem.
- B. Annual leave or leave without pay shall be granted to a BUE to appear in court to assert or protect the BUE 's own interest in a non-work-related matter.
- C. Leave with pay shall be granted to a BUE when absence from duty is required by a lawful subpoena to testify in court on a job-related issue but not on an issue where a BUE is testifying against the County or the Fire Department, or regarding an issue where the employee is bringing an action against the County or the Fire Department.
- D. All requests for this leave shall be made to the BUE's Battalion Chief to adjust for staffing requirements.

Article 30 ANNUAL LEAVE

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

Article 31 SICK LEAVE

- A. Sick leave shall be accrued in accordance with the provisions contained in the County Personnel Rules and Regulations.

- B. Benefits for sick leave accrued under the County Personnel Rules and Regulations shall be utilized in accordance with the FCDs.
- C. When a BUE is retiring under PERA, the BUE shall have the following options:
 - 1. Utilize 728 hours (shift) or 520 hours (days) of accrued and unused sick leave to extend their retirement date in accordance with Personnel Rule 712(b), or
 - 2. Upon pre-retirement, a BUE shall be paid for the unused portion of accrued sick leave up to 728 hours (shift) or 520 hours (days) on their first paycheck after pre-retirement sick leave begins; or
 - 3. BUE may use a combination of the above options 1 and 2, but not to exceed 728 hours (shift) or 520 hours (days) accrued.

BUE must work with County Human Resources for pre-retirement planning. The rate to which pre-retirement sick leave hours shall be paid, shall be at the BUE's rate of pay at the time of retirement planning submission.

Article 32 OTHER PAID LEAVES

Paid leaves that are not mentioned in this Agreement shall be administered in accordance with the County Personnel Rules and Regulations or the FCDs.

Article 33 HEALTH INSURANCE

Health insurance shall be administered in accordance with the County Personnel Rules and Regulations.

Article 34 LIFE INSURANCE

Life insurance shall be administered in accordance with the County Personnel Rules and Regulations.

Article 35 HOLIDAY PAY & HOLIDAYS

Holiday pay for BUEs assigned to shift was discontinued the first full pay period of July 2016 and replaced with a 2% structure increase at that time. BUEs are not eligible for holiday pay. BUE assigned to a 40-hour work week (days) as a temporary assignment shall not receive holiday pay. BUE shall be required to work the holiday or use annual leave or compensatory time.

Article 36 WORK HOURS AND OVERTIME

- A. Developing the work schedule and pay cycle for BUEs is the responsibility of Management. The basic schedule for shift personnel is forty-eight (48) hours on duty followed by ninety-six (96) hours off duty with a reporting time of 8:00 a.m. The

current Fair Labor Standards Act (FLSA) cycle is fourteen (14) days with pay based on actual hours worked, including leave taken. When Management determines to change the work schedule or reporting time both the Union and the BUEs shall be allowed to make recommendations and/or provide input. Such recommendations must indicate a complete work schedule, including rotation, to be given serious consideration.

- B. BUEs shall be assigned overtime and/or additional work time by Management based upon the needs of the Fire Department. Failure to work overtime or find suitable replacement is grounds for disciplinary action up to and including termination of employment.
- C. All overtime shall be paid in accordance with the 7K provision of the FLSA. Calculations for overtime compensation shall be provided in the FLSA. Paid leave is not considered time worked for the purpose of computing overtime **except** when an employee is utilizing military leave, annual leave, or compensatory leave for military obligations.
- D. The Company Officer shall ensure that those BUEs held over for overtime or additional work assignments are given an opportunity to eat.
- E. BUEs held over or called in before their regular shift shall be paid at the straight-time hourly rate of pay until they exceed the FLSA threshold of actual hours worked in the Fire Department's designated FLSA work cycle. After exceeding that threshold, BUEs shall be paid at the overtime rate as required by the FLSA.

Article 37 COMPENSATORY TIME

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

Article 38 CALL BACK PAY/SHIFT EXTENSION PAY

- A. When a BUE is called back to work after departing at the end of the regular shift, and reports for duty, the BUE shall be paid the overtime rate for the greater of; a minimum of four (4) hours or actual hours worked, excluding travel time. Management shall not unreasonably call back BUEs. The BUEs shall not unreasonably withhold availability.
- B. When a BUE is held over at the end of the regular shift due to an emergency, after the first hour, the BUE shall be paid for actual hours worked in increments of thirty (30) minutes. The BUE shall be paid for a minimum of one (1) hour or actual hours worked.
- C. In the event that a BUE is held over or called in early to meet minimum staffing requirements, the BUE shall be paid at a minimum of one (1) hour or actual hours worked.

Article 39 ACTING PAY AND TEMPORARY PROMOTIONS

- A. Acting assignments that require a BUE to act at a higher rank for a twenty-four (24) hour shift shall entitle the BUE to a temporary salary increase of \$1.50/hour.
- B. Temporary promotions are defined as an extended assignment that covers a minimum period of at least two (2) full pay periods. Assignment to a temporary promotion shall be done at the start of a pay period. When given such an assignment, the BUEs salary shall temporarily increase five (5%) percent of their base hourly rate or to Step 1 of the acting rank, whichever is greater. Such temporary salary increases shall only be effective at the beginning of the first full pay period of the assignment. If a BUE is on a temporary promotion assignment, the BUE is not eligible for acting pay.
- C. The salary of a BUE whose current salary has been adjusted because of a temporary promotion shall revert back to the BUE's original salary upon termination of the temporary promotion.

Article 40 INCENTIVE PAY

- A. State licensed and assigned paramedics shall receive \$3.75 per paid hour. The incentive pay shall begin in the first full pay period after the BUE's license is received by the Fire Chief and continue so long as the individual performs Paramedic duties as assigned by the Fire Chief. A BUE must have a current certification on file. New Mexico EMS guidelines shall be used.
- B. State licensed and assigned EMT-IV Techs shall receive \$1.50 per paid hour. The incentive pay shall begin in the first full pay period after the BUE's license is received by the Fire Chief and continue so long as the BUE performs EMT-IV Tech duties as assigned by the Fire Chief. An employee must have a current certification on file. New Mexico EMS guidelines shall be used.
- C. The Fire Chief shall designate eligibility and staffing requirements for specialty teams. Eligible and assigned BUEs shall receive \$1.50 per paid hour.
- D. BUEs may receive a maximum of two (2) paid incentives.

Article 41 SPECIAL ASSIGNMENT PAY

- A. BUEs assigned to the Shift Training Team, designated by the Fire Chief and operating under the guidance of an FCD, shall receive an additional \$160 per pay period.
- B. BUEs assigned to a 40-hour work week for the purpose of a special assignment shall be paid at a shift conversion rate plus an additional five (5%) percent for additional responsibilities.

- C. The County and the Union agree that the past practice of a 3% salary adjustment for BUEs that were assigned to days will now be incorporated into the base pay calculation as shown in Exhibit A (Days). This will be effective the first full pay period after ratification and County Council approval. BUEs on “days” will forego Holiday Pay. Reference Article 35.

Article 42 PAY

Pay changes shall be effective the first full pay period after the date the last party executes this Agreement subsequent to ratification by the Union and approval by the County Council, and shall be based on the schedule outlined in the Salary Plan attached as Exhibit A.

For the purpose of implementation, BUEs shall be placed in the new Salary Plan in accordance with the Implementation Table, a copy of which has been provided to the Union President.

- A. BUEs will adopt the Salary Plan attached in Exhibit A (12, 8, 8 for Fire Fighter 2, Driver Engineer, and Captain, respectively). Years of service in the current rank shall determine the step in the new salary plan. The Salary Plan will have the following increase between steps:
 - 1. Fire Fighter 2 – 2.5% between steps
 - 2. Driver Engineer – 2% between steps
 - 3. Captain – 1% between steps
- B. For the purpose of implementation of this new Salary Plan, a BUE whose current pay falls out of the new salary plan shall be grandfathered in at their current rate and shall only be eligible to receive the structure increases as identified in this Article.
- C. Effective the first full pay period of July 2026, the Salary Plan shall be increased by 2% and applied to Step 1 of each rank. The Salary Plan shall continue to have the following increases between steps:
 - 1. Fire Fighter 2 – 2.5% between steps
 - 2. Driver Engineer – 2% between steps
 - 3. Captain – 1% between steps
- D. There shall be no structure increase to the Salary Plan in July 2027 and July 2028. The salary plan will continue to have the following increases between steps:
 - 1. Fire Fighter 2 – 2.5% between steps
 - 2. Driver Engineer – 2% between steps
 - 3. Captain – 1% between steps
- E. BUEs shall no longer receive annual step increases based on the anniversary date (hire date or promotional date). Instead, BUE’s shall advance one (1) step in the Salary Plan

annually and shall be effective the first full pay period in July. This provision shall continue in effect during any lapse in this contract.

- F. There shall be no other pay increases during the term of this Agreement except for promotions or in accordance with Article 43.5 below.
- G. Promotions, if any, during the term of this Agreement, shall be to Step 1 of the promoted bargaining unit position.
- H. In the event that any payroll discrepancy occurs, BUEs shall abide by County Manager Policy No. 1174, Payroll Underpayment, Overpayment, and Collection.

Article 42.5 PERA CONTRIBUTION

The County shall provide eligible employees with Public Employees Retirement Association (PERA) benefits under the Municipal Fire Plan 5. For the term of this Agreement, County shall implement a 65/35 PERA split (County 65% / Employee 35%) of the total contribution amount required for both County and employee PERA contributions, which shall result in County assumption of roughly 5% of the employee’s contribution obligation to PERA.

Municipal Fire Plan 5							
PERA Contribution Amounts							
FY 25				FY 26 and FY 27			
After Employer Pick up (Effective Split - Employee 35% / Employer 65%)							
	Employee	Employer	ER P/U		Employee	Employer	ER P/U
	15.43%	23.40%	5.27%		15.79%	23.90%	5.42%
Total ER %	28.67%			Total ER %	29.32%		
Total %	44.10%			Total %	45.11%		

Article 43 STABILITY PAY

Stability pay shall be administered in accordance with the County Personnel Rules and County Regulations.

Article 43.5 LONGEVITY PAY

Longevity pay shall be paid and calculated in accordance with the table below and shall be based on the BUE’s service date with the Los Alamos Fire Department and will be calculated by including total creditable service with the Los Alamos Fire Department.

- A. For BUEs with service dates between January 1st and June 30th, service time shall be calculated as of July 1st of each year, and any applicable salary adjustment shall be effective the first full pay period in July.
- B. For BUEs with service dates between July 1st and December 31st, service time shall be calculated as of January 1st of each year, and any applicable salary adjustment shall be effective the first full pay period in January.

BUE’s longevity pay shall only be measured once per year in accordance with the service dates above.

Longevity pay hourly rates will be as follows:

Anniversary Dates	Years 2-4	Years 5-7	Years 8-10	Years 11-13	Years 14-16	Years 17-19	Year 20+
Per Hour -Shift (2912 schedule)	\$ 0.52	\$ 0.86	\$ 1.20	\$ 1.72	\$ 2.40	\$ 4.12	\$ 6.18
Per Hour - Days (2080 schedule)	\$ 0.72	\$ 1.20	\$ 1.68	\$ 2.40	\$ 3.37	\$ 5.77	\$ 8.65

Article 44 NEGOTIATING PROCEDURES

Negotiations for a successor Agreement may be initiated by either Party by submitting a written notice to the County Manager or designee, and the County Human Resources Manager or the Union President, requesting the commencement of negotiations as provided for in this Article. The notice shall be sent no earlier than the first business day in August prior to the term end of the agreement. Within thirty (30) days 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 with the intent to conclude no later than 90 days prior to the end term of the agreement.

- A. Parties shall utilize the negotiations and impasse resolutions as outlined in the County Code of Ordinances, Chapter 30, Article II, Section 30-45, except for the timelines and the pay provisions identified in this agreement.
- B. Impasse Communications Procedures. Unless mutually agreed to the contrary, there shall be a joint press release issued at the declaration of impasse and at the conclusion of mediation and arbitration. If only one party wants a release, it shall be crafted and agreed upon by both parties before release.

Article 45 COMPLETE AGREEMENT

It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the Parties and replaces any and all previous Agreements. Prior to the County changing existing Personnel Rules and Regulations that pertain to BUEs, or the Fire Department changing existing FCDs, or the issuance of new rules, regulations or directives, the Union President, or designee, shall be given reasonable notification and allowed to provide input to the County Human Resources Manager, the Fire Chief, or their respective designees. The Union may exercise their discretion to discuss these issues at the LMC.

The Parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations, and such negotiations have led to this agreement. No additional negotiations shall be conducted on any item, whether contained herein

or not, except by mutual agreement of the parties. This agreement replaces any and all previous agreements between the parties.

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

Article 46 TERM OF AGREEMENT

After July 1, 2025, and upon ratification of the Union, approval by the County Council, and signature of the County Manager, this Agreement shall become effective for all purposes upon the date of signature by the Parties below and shall remain in full force and effect until midnight of June 30, 2029.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2025.

Los Alamos Firefighters’ Association
Local 3279 (IAFF)

Incorporated County of Los Alamos

Robert Sanchez
Union President

Anne W. Laurent
County Manager

ATTEST:

Michael D. Redondo
County Clerk

Exhibit A

SALARY PLAN

FY 2026 (July 1, 2025 - June 30, 2026)														
Salary Step Plan			1	2	3	4	5	6	7	8	9	10	11	12
Years in position			0	1	2	3	4	5	6	7	8	9	10	11
474	FF	474.Shift	\$ 23.10	\$ 23.68	\$ 24.27	\$ 24.88	\$ 25.50	\$ 26.14	\$ 26.79	\$ 27.46	\$ 28.15	\$ 28.85	\$ 29.57	\$ 30.31
473	D/E	473.Shift	\$ 31.82	\$ 32.46	\$ 33.11	\$ 33.77	\$ 34.45	\$ 35.14	\$ 35.84	\$ 36.56				
471	Capt	471.Shift	\$ 38.38	\$ 38.77	\$ 39.16	\$ 39.55	\$ 39.94	\$ 40.34	\$ 40.75	\$ 41.15				
474	FF	474.Days	\$ 33.31	\$ 34.14	\$ 35.00	\$ 35.87	\$ 36.77	\$ 37.69	\$ 38.63	\$ 39.60	\$ 40.59	\$ 41.60	\$ 42.64	\$ 43.71
473	D/E	473.Days	\$ 45.89	\$ 46.81	\$ 47.75	\$ 48.70	\$ 49.67	\$ 50.67	\$ 51.68	\$ 52.71				
471	Capt	471.Days	\$ 55.35	\$ 55.90	\$ 56.46	\$ 57.03	\$ 57.60	\$ 58.17	\$ 58.76	\$ 59.34				
FY 2027 (July 1, 2026- June 30, 2027)														
Salary Step Plan			1	2	3	4	5	6	7	8	9	10	11	12
Years in position			0	1	2	3	4	5	6	7	8	9	10	11
474	FF	474.Shift	\$ 23.56	\$ 24.15	\$ 24.75	\$ 25.37	\$ 26.01	\$ 26.66	\$ 27.32	\$ 28.01	\$ 28.71	\$ 29.43	\$ 30.16	\$ 30.92
473	D/E	473.Shift	\$ 32.46	\$ 33.11	\$ 33.77	\$ 34.45	\$ 35.14	\$ 35.84	\$ 36.56	\$ 37.29				
471	Capt	471.Shift	\$ 39.15	\$ 39.54	\$ 39.94	\$ 40.34	\$ 40.74	\$ 41.15	\$ 41.56	\$ 41.98				
474	FF	474.Days	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.59	\$ 37.50	\$ 38.44	\$ 39.40	\$ 40.39	\$ 41.40	\$ 42.43	\$ 43.49	\$ 44.58
473	D/E	473.Days	\$ 46.81	\$ 47.75	\$ 48.70	\$ 49.67	\$ 50.67	\$ 51.68	\$ 52.71	\$ 53.77				
471	Capt	471.Days	\$ 56.46	\$ 57.02	\$ 57.59	\$ 58.17	\$ 58.75	\$ 59.34	\$ 59.93	\$ 60.53				
FY 2028 - 2029 (July 1, 2027- June 30, 2029)														
Salary Step Plan			1	2	3	4	5	6	7	8	9	10	11	12
Years in position			0	1	2	3	4	5	6	7	8	9	10	11
474	FF	474.Shift	\$ 23.56	\$ 24.15	\$ 24.75	\$ 25.37	\$ 26.01	\$ 26.66	\$ 27.32	\$ 28.01	\$ 28.71	\$ 29.43	\$ 30.16	\$ 30.92
473	D/E	473.Shift	\$ 32.46	\$ 33.11	\$ 33.77	\$ 34.45	\$ 35.14	\$ 35.84	\$ 36.56	\$ 37.29				
471	Capt	471.Shift	\$ 39.15	\$ 39.54	\$ 39.94	\$ 40.34	\$ 40.74	\$ 41.15	\$ 41.56	\$ 41.98				
474	FF	474.Days	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.59	\$ 37.50	\$ 38.44	\$ 39.40	\$ 40.39	\$ 41.40	\$ 42.43	\$ 43.49	\$ 44.58
473	D/E	473.Days	\$ 46.81	\$ 47.75	\$ 48.70	\$ 49.67	\$ 50.67	\$ 51.68	\$ 52.71	\$ 53.77				
471	Capt	471.Days	\$ 56.46	\$ 57.02	\$ 57.59	\$ 58.17	\$ 58.75	\$ 59.34	\$ 59.93	\$ 60.53				