

AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION #611

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION  
LOCAL 251, AFL-CIO

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

## **AGREEMENT**

Per the terms and conditions of this AGREEMENT made and entered into this 1<sup>st</sup> day of January 2019, by and between the International Brotherhood of Electrical Workers, Local Union #611, hereinafter called the "Employer", and the Office and Professional Employees International Union, Local 251, AFL-CIO, hereinafter called the "Union", the parties hereto agree to abide by the following policies covering wages, hours, and working conditions.

### **ARTICLE I RECOGNITION**

1. The Employer hereby recognizes the Union as the exclusive representative of all office and clerical employees under this Agreement.
2. The Employer agrees not to enter into any Agreement or contract with their employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
3. The Employer may fill any vacancy with a person not a member of the Union and such non-member shall become a member immediately upon completion of their six month probationary period, except for permanent part-time employees and temporary employees.
4. A permanent part-time employee is defined as working twenty (20) hours or more per week.
5. Work covered by this Agreement will not be performed by anyone not a member of the Union except under an emergency where the regular employees are unable to perform the work.
6. There shall be no lockouts or strikes at any time during the life of this Agreement.
7. The Employer recognizes the right of the Union to designate a steward to handle any disputes or differences which may arise, including grievances. Such steward shall be designated in writing to the Employer.
8. A Local Union designated representative shall be allowed access to the Employer's premises to investigate disputes or differences which may result from time to time, upon proper notification to the Employer or their representatives.

### **ARTICLE II NONDISCRIMINATION AND UNION ACTIVITIES**

1. The Employer shall not discharge or discriminate against any employee for union activities.

2. Upon proper notification, the Employer shall grant time off without pay to an employee to attend conventions, conferences and take care of other Union business, not to exceed thirty (30) days per year, if mutually agreed upon by the Union and the Employer.

### **ARTICLE III LAYOFF, DISCHARGE, OR SUSPENSION**

1. No employee shall be suspended, discharged, or laid off without just cause. Any changes in the Employer's administration leadership will not affect the employees under the term of this contract and shall not be considered just cause for discharge.
2. Any employee having established seniority will upon layoff due to lack of work, receive two (2) week's notice or two (2) week's pay.
3. The Union shall be notified in writing of all suspensions, discharges, or layoffs within two (2) working days after the suspension, discharge, or layoff, as per Sections 1 and 2 above.
4. All permanent part-time employees and temporary employees will be laid off before full-time employees. A permanent part-time employee is defined as working twenty (20) or more hours per week.

### **ARTICLE IV BONDING**

1. If the Employer requires employees to be bonded, premium on the bond shall be paid by the Employer.

### **ARTICLE V GRIEVANCES AND ARBITRATIONS**

The following procedures shall be followed in the handling of a grievance and arbitration or difference involving the interpretation or application of the Agreement.

Step 1. The employee and the steward, or the employee individually but in the presence of the steward shall take up the complaint with the Business Manager or designated representative. In the event the complaint is not satisfactorily settled within two (2) working days, the union steward shall complete a written complaint signed by the steward and employee and present it to the Employer's Business Manager or designated representative within five (5) working days. The calendar date on the grievance form shall constitute day one.

Step 2. The Employer's Business Manager or designated representative shall have five (5) working days in which to render their decision in writing to the union steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred to Step 3 within five (5)

working days by the Union President or one other designated officer of the Union to the Employer's Business Manager or designated representative, otherwise, the grievance shall be barred from further processing. The day the grievance is presented in writing shall be day one (1).

Step 3. Discussion at this step shall include the union steward, grievant, union president or one other officer of the Union. The Employer's Business Manager or designated representative shall have ten (10) working days from the day the grievance was filed in which to render a decision in writing to the union president or a designated officer. Should the decision fail to bring about a satisfactory settlement, the matter may be referred to arbitration within forty-five (45) working days.

In the event the Union fails to present a grievance within any of the applicable time limits, and the parties fail to agree upon the extension of such time limit, the grievance shall be barred from further processing without prejudice to the Union's right to present other grievances thereafter even though they involve the same subject matter.

In the event the Employer fails to reply within any of the applicable time limits prescribed, and the parties fail to agree upon an extension of such time limit, the Union may present the grievance at the next step.

If the Union and the Employer fail to settle any dispute arising with respect to the interpretation of this Agreement or the performance of any obligation hereunder, such disputes may be referred to arbitration. This shall be done not later than forty-five (45) working days following conclusion of Step 3 of the grievance procedure, by written demand of either party to the other, specifying the nature of the dispute and referring to the specific provision or provisions of the Agreement in dispute. Within five (5) working days after receipt of the arbitration demand by either party, the Union may make a request on behalf of both parties to the Federal Mediation and Conciliation Service to submit a list of five (5) names of qualified arbitrators. Upon receipt of the list of arbitrators by both parties and within five (5) working days of such receipt, each party shall strike two (2) names with the aggrieved party striking the first name. The unstricken name will be empowered to act as the arbitrator. Preference shall be given to local arbitrators.

The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as shall be necessary to the determination of such grievance. Such arbitrator shall not have jurisdiction or authority to alter, extend, modify, or in any way change the provisions of this Agreement.

The decision of the arbitrator shall be final and binding upon both parties.

The cost of the arbitration, if any, shall be borne equally by the Union and the Employer.

## **ARTICLE VI SENIORITY**

1. When a job becomes open for any reason in any classification covered by this Agreement, the employees in order of their company seniority standing and

qualifications to perform the duties shall be given the job. Any controversy over the qualification of such employee to handle a job shall be settled pursuant to Article V of this Agreement.

2. Any employee promoted to a position and failing to qualify within two (2) months shall return to his/her former position with no loss of seniority.
3. **Probationary Employees.** New employees of the Employer shall be considered as **probationary** for a period of six months. If such employees are retained after their six month probationary period, their seniority shall be established as of their most recent date of hire. At that time, vacation and sick leave will be accrued from date of hire.

No provisions of this Agreement shall apply to employees during their six month probationary period except for Health and Welfare (Article XVII), Classifications and Wage Rates (Article XVI), and Holidays (Article XI). No NEBF or other pension payments will be paid for the six month probationary period.

Grievances may not be processed on behalf of probationary employees.

4. In reducing the personnel due to lack of work, employees shall be laid off in inverse order of their established company seniority. Seniority is established separately by each work/office location.

## **ARTICLE VII JURY DUTY, ELECTION SERVICE, AND VOTING TIME**

1. Any employee serving as juror, judge, or clerk of election shall receive the difference, if any, by which the employee's pay exceeds the amount received for such service. All time spent in such service shall be considered as time worked.
2. All employees who are registered voters shall be allowed time off work, in accordance with New Mexico State Law, to vote in a city, county, state, or national election.

## **ARTICLE VIII LEAVE OF ABSENCE**

1. Leave of absence without pay not to exceed thirty (30) calendar days shall be granted to employees for personal reasons upon mutual agreement between the employee and the Employer. Vacation and sick leave will not be earned during this leave of absence. An extension of time exceeding thirty (30) calendar days may be granted by mutual agreement between the Union and the Employer. Such absence shall be considered as time worked in accrued seniority. Failure to comply with this provision shall result in discharge and loss of seniority of the employee involved.
2. **Maternity Leaves of Absence.** Any employee with one (1) year or more established company seniority shall be granted up to three (3) months leave of absence if

recommended by the attending physician prior to date of birth without pay and three (3) months leave of absence after date of birth. Additional sickness absence shall be granted upon written request from the attending physician. Such leave, not to exceed one (1) year, shall be considered as time worked in accrued seniority. Any other leave of absence required through pregnancy shall be granted without loss of seniority. Vacation and sick leave will not be earned during this leave of absence. Accrued sick leave not to exceed thirty (30) days may be taken when a leave of absence is granted for maternity reasons.

**ARTICLE IX  
SICK LEAVE AND BEREAVEMENT LEAVE**

1. Employees will accrue sick leave at the end of each calendar month in accordance with the following schedule:

0 – 12 Months	Four (4) Hours
13 – 36 Months	Six (6) Hours
37 Months Forward	Eight (8) Hours
2. Time paid under this Article shall not exceed eight (8) hours per day or forty (40) hours per week. If earned and accrued sick leave benefit is exhausted and additional time is required, the employee may use earned and accrued vacation.
3. Sick leave may not be used in lieu of vacation.
4. In case of illness or injury in the immediate family, employees may take time off, which may be charged to accumulated sick leave. An employee's immediate family shall be considered to be: Husband or Domestic Partner, Wife or Domestic Partner, Son, Daughter, Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Grandchildren, Grandparents, Son-In-Law, Daughter-In-Law, Niece, Nephew, or any relative residing with the employee. Any other situation will be considered on a case by case basis and requires prior approval from management.
5. Employees shall, upon request from the Employer, furnish a physician's statement verifying the employee's illness.
6. Permanent part-time employees, as defined, shall accrue sickness benefits prorated to their time actually worked.
7. Upon termination or retirement from the Company, all employees will be paid for all accumulated sick leave up to three hundred and sixty (360) hours. Sick leave will be paid at employee's base hourly wage rate.
8. No pension contribution will be paid on accumulated sick leave paid upon termination, retirement, or death of employee.

9. Bereavement Leave. When a death occurs in the immediate family of an employee, they shall be granted paid absence, not to exceed five (5) working days. Such time off will not be charged to sick leave or vacation. An employee's immediate family shall be considered to be: Husband or Domestic Partner, Wife or Domestic Partner, Son, Daughter, Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Grandchildren, Grandparents, Son-In-Law, Daughter-In-Law, Niece, Nephew, brother-in-law, sister-in-law, or any relative residing with the employee. Bereavement Leave not to exceed three (3) days will be granted upon the death of step-children, foster children, step-parents, foster parents, and any relative who is a dependent of the employee, and anyone who treated the employee as a son or daughter when the employee was under eighteen (18) years old.

**ARTICLE X  
VACATIONS**

1. Employees shall be granted vacation with pay beginning with his/her date of hire in accordance with the following schedule:

Years of Service	Vacation Credit Accrual Rate
0 – 5 Years (1 – 60 Months)	10 days
5 – 10 Years (61 – 120 Months)	15 days
10 – 20 Years (121 – 240 Months)	20 days
20 Years Forward (Beginning with the 241 <sup>st</sup> Month)	25 days

2. Accrued vacation may be taken prior to an employee's anniversary date.
3. Normally, vacations will be taken on the basis of the employee's established work week. Deviations may be mutually agreed to between the employee and employer.
4. When a recognized holiday falls within an employee's vacation, an extra day off with pay shall be granted in lieu thereof.
5. Permanent part-time employees, as defined, shall be granted vacation on a prorata basis for time actually worked.
6. Earned and accrued unused vacation, inclusive of any applicable fringe benefits, shall become payable to an employee upon any termination of employment. Prorata for permanent part-time employees as defined.
7. The Employer may pay employees for vacation accrued and not taken upon request of the employee.
8. Upon request, employees shall receive vacation pay on the last day worked prior to taking vacation.

9. Normally, vacation shall not accrue over a one (1) year period, however, employees may carry over up to two hundred forty (240) hours accrued vacation from one year to the next. Any additional vacation accrual at the end of each calendar year shall be paid out to the employee on the final paycheck of the year.

## **ARTICLE XI HOLIDAYS**

1. The following days are designated as legal paid holidays at straight time rates: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, Employee's Birthday.
2. All work performed on the above mentioned holidays shall be paid for at the rate of double time the employee's straight time rate plus the holiday pay.
3. If any of the above holidays, **except for Christmas Eve**, fall on a day when the Local Union Office is open for business, the Business Manager can ask that someone work on the holiday at straight time rates and take another day off in lieu of said holiday. On Christmas Eve, any employee electing to work will be paid as per Section 2, above, and all employees will have the option to work. All such work on holidays will be on a voluntary basis ONLY, and it will not be mandatory that an employee work on a holiday.
4. When any of the above holidays fall on Saturday, Friday shall be observed as the holiday. When any of the holidays fall on Sunday, Monday shall be observed as the holiday. In the event Christmas Eve or Christmas Day falls on a weekend, an additional day will be granted.

## **ARTICLE XII WORK SCHEDULES**

1. Eight (8) consecutive hours shall constitute a scheduled day of work, excluding a lunch period not to exceed one hour.
2. Five (5) consecutive scheduled working days shall constitute a scheduled work week, namely Monday through Friday.
3. Starting and quitting time shall be 8:00 a.m. and 5:00 p.m. respectively. Any variations of these times may be approved with prior notice to the Business Manager.
4. Lunch breaks shall begin on or between the hours of 11:00 a.m. and 1:30 p.m. Any variations of these times may be approved with prior notice to the Business Manager.
5. Employees may be required to punch a time clock as follows: In, at the beginning of the work day; Out, for lunch; In, after lunch; Out, at the end of the work day. Before any



time clock is implemented, Employer agrees to give thirty (30) days notice to the Union, and the parties can meet to work out the specifics.

6. All time worked in excess of eight (8) hours a day shall be paid for at the rate of one and one-half (1 and ½) times the employee's straight time rate.
7. All time worked on an employee's sixth (6<sup>th</sup>) day shall be paid for at the rate of one and one-half (1 and ½) times the employee's straight time rate.
8. All time worked on an employee's seventh (7<sup>th</sup>) day shall be paid for at the rate of two (2) times the employee's straight time rate.
9. No employee shall be required or requested to take compensatory time off in lieu of overtime pay.
10. Employees shall be given a minimum of four (4) hours pay at the applicable overtime rate when reporting for work outside the established weekly work schedule. This Section is understood to apply only to the Regular Meetings and/or Special Meetings.
11. Overtime work shall be distributed as equally as possible among the employees within their job classification. An employee asked to work overtime may elect not to do so without fear of reprisal.
12. All overtime shall be approved when possible by the Employer prior to being worked and subject to periodic review.

### **ARTICLE XIII REST PERIODS**

1. The Employer shall allow two (2) fifteen minute rest periods in each eight (8) hour shift. These rest periods shall not disrupt the normal course of business. Rest periods shall not be used to extend the lunch hour or shorten the work day.
2. The morning rest period shall be taken between 9:30 a.m. and 10:30 a.m. The afternoon rest period shall be taken between 3:00 p.m. and 4:00 p.m.

### **ARTICLE XIV UNION SECURITY**

1. The Employer agrees that all present permanent full-time employees who are members of the Union and all permanent full-time employees hired subsequent to the effective date of this Agreement, whose jobs are in the Bargaining Unit shall, as a condition of employment, after completion of their six month probationary period, become and remain members of the Union in good standing according to the Union's Constitution and Bylaws. Any employee on leave of absence for less than three (3) months shall likewise maintain his/her membership.

2. An employee shall be deemed a member of the Union in good standing if he/she is current on monthly union dues.
3. If an employee becomes three (3) months in arrears in dues, the Union shall notify the Employer who will then notify the employee that as a continued condition of employment, the employee must be in current good standing with the Union or be terminated.

**ARTICLE XV  
UNION LABEL**

1. All correspondence leaving the office of the Employer shall carry the Union Label or the letters, OPEIU 251, AFL-CIO.

**ARTICLE XVI  
CLASSIFICATIONS AND WAGE RATES**

1. All employees on roll as of January 1, 2019 will receive an additional .35 per hour contribution by their employer to their National Electrical Annuity Pension Plan in lieu of a pay increase. All employees on roll as of January 1, 2020 will receive an additional .40 per hour contribution by their employer to their National Electrical Annuity Pension Plan in lieu of a pay increase. All employees on roll as of January 1, 2021 will receive an additional .40 per hour contribution by their employer to their National Electrical Annuity Pension Plan in lieu of a pay increase.
2. Contract Labor wages will increase by two (2%) each year, effective January 1 of each year of this contract. The rate of pay will be \$10.66, \$10.87, and \$11.09 per hour.

Negotiated Wage Rates:

Category: **Clerk Receptionist** (Albuquerque Office and Farmington Office)

	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021
> 60 Months	\$21.07	\$21.07	\$21.07
> 48 Months	\$20.07	\$20.07	\$20.07
> 36 Months	\$17.91	\$17.91	\$17.91
> 24 Months	\$17.09	\$17.09	\$17.09
19 - 24 Months	\$16.26	\$16.26	\$16.26
13 - 18 Months	\$15.50	\$15.50	\$15.50
7 - 12 Months	\$14.71	\$14.71	\$14.71
0 - 6 Months	\$14.08	\$14.08	\$14.08

**Category: Organizing Secretary**

	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021
> 60 Months	\$23.75	\$23.75	\$23.75
> 48 Months	\$22.72	\$22.72	\$22.72
> 36 Months	\$20.36	\$20.36	\$20.36
> 24 Months	\$19.40	\$19.40	\$19.40
19 - 24 Months	\$18.46	\$18.46	\$18.46
13 - 18 Months	\$17.49	\$17.49	\$17.49
7 - 12 Months	\$16.54	\$16.54	\$16.54
0 - 6 Months	\$15.45	\$15.45	\$15.45

**Category: Secretary/Administrative Assistant**

	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021
> 60 Months	\$29.02	\$29.02	\$29.02
> 48 Months	\$25.86	\$25.86	\$25.86
> 36 Months	\$24.75	\$24.75	\$24.75
> 24 Months	\$23.67	\$23.67	\$23.67
19 - 24 Months	\$22.31	\$22.31	\$22.31
13 - 18 Months	\$21.22	\$21.22	\$21.22
7 - 12 Months	\$20.13	\$20.13	\$20.13
0 - 6 Months	\$18.77	\$18.77	\$18.77

**Category: Bookkeeper**

	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021
> 60 Months	\$32.25	\$32.25	\$32.25
> 48 Months	\$28.71	\$28.71	\$28.71
> 36 Months	\$27.53	\$27.53	\$27.53
> 24 Months	\$26.31	\$26.31	\$26.31
19 - 24 Months	\$24.79	\$24.79	\$24.79
13 - 18 Months	\$23.58	\$23.58	\$23.58
7 - 12 Months	\$22.37	\$22.37	\$22.37
0 - 6 Months	\$20.86	\$20.86	\$20.86

Part-time employees, as defined, shall be paid according to the above wage schedule for actual hours worked. Part-time employees will receive increases on a prorata basis, i.e. a part-time employee working 20 hours a week will receive an increase after one (1) year instead of six (6) months, and so on.

3. Temporary Full-Time Employee: A temporary full-time position may be created upon agreement between the Employer and the Union for a period not to exceed six (6) months. Said position is intended to alleviate the work load during vacations, illness, etc.
4. Employees shall be paid on a weekly basis.
5. The bookkeeper shall be designated as the lead person and shall be responsible for directing the office employees under the supervision of the Business Manager.
6. Temporary Upgrade: When the Bookkeeper is out of the office, another employee, when assigned to do so, may assume the duties of Bookkeeper, and will be compensated an additional 5% above their current hourly wage rate for that time.

As outlined in Article VI – Seniority, of the Agreement between the parties, employees in order of their company seniority standing and qualifications to perform the duties shall be considered for temporary upgrade to Bookkeeper.

## **ARTICLE XVII HEALTH AND WELFARE – PENSION PLAN**

1. **Health and Welfare.** Permanent full-time employees in the Bargaining Unit will have health/disability coverage as currently provided by the Line Construction Benefit Fund. Premiums will be paid in full by the Employer to a maximum of up to \$6.50 per hour. All further increases will be split equally between the employer and the employee.
2. **National Electrical Annuity Plan.** For all employees on roll as of January 1, 2019 the employer agrees to contribute \$4.20 per hour on behalf of each permanent full-time Employee to the National Electrical Annuity Plan. For all employees on roll as of January 1, 2020 the employer agrees to contribute \$4.60 per hour on behalf of each permanent full-time Employee to the National Electrical Annuity Plan. For all employees on roll as of January 1, 2021 the employer agrees to contribute \$5.00 per hour on behalf of each permanent full-time Employee to the National Electrical Annuity Plan.

In addition to the employer pension contribution outlined above, permanent full-time employees may also participate in the IBEW Employees' 401(k) Plan. Participation in this plan shall not be compulsory.

The Employer shall comply in all respects with the applicable Trust Agreements, and agrees that the terms and provisions thereof are hereby incorporated within this Agreement by reference and shall be effective as if fully set forth herein. Further, the

Employer accepts the appointment of trustees as presently established and to be established in the future.

The funds named above (NEAP and IBEW Employees' 401(k) Plan) and the applicable Trust Agreements shall comply with and conform to all applicable laws and regulations.

3. **Termination of Employee Benefit Plans.** If an employee benefit plan terminates for any reason, then those participating employees shall be paid the amount of contribution herein required, or in lieu thereof, participation by those employees in a replacement or substitute plan shall be open for negotiations between the parties to this Agreement within a maximum time limit of seventy-two (72) hours.

## **ARTICLE XVIII NEBF**

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended and now delineated as the Restated Employees Benefit Agreement and Trust, that, unless authorized otherwise by the NEBF, the Employer will forward monthly to the NEBF, an amount equal to three percent (3%) of his gross monthly labor payroll paid to the permanent full-time employees in the Bargaining Unit, and a completed payroll report prescribed by the NEBF. This payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the NEBF not later than fifteen (15) calendar days following the end of each calendar month.

The Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

Payment for NEBF shall be an Employer expense.

## **ARTICLE XIX GENERAL PROVISIONS**

In the case of the death of an employee, that employee's interest, under the community Property Laws of the State of New Mexico, in earned sick leave credits, earned vacation and unpaid wages, shall be paid as specified under the Community Property Laws of the State of New Mexico, or otherwise as specified in writing by the employee.

**ARTICLE XX  
RATIFICATION BONUS**

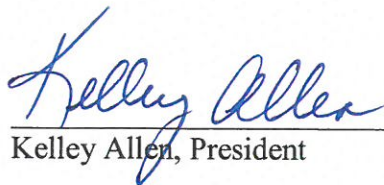
Active full-time employees as of the date of ratification will receive a \$500.00 lump sum payment, less applicable taxes.

**ARTICLE XXI  
DURATION AND APPLICATION**

1. This Agreement shall be in full force and effect from January 1, 2019 to and including December 31, 2021, and shall automatically continue in effect from year to year unless either party to this Agreement gives notice in writing sixty (60) days in advance of the expiration date that a new agreement is desired.
2. Any provision of the aforementioned Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of the Agreement shall continue to be in full force and effect as provided herein.

In the event that the union security provisions of this Agreement as contained herein, are adjudged to be unlawful by a court of competent jurisdiction, or if the Union and the Employer jointly find that such union security provisions are invalid as a matter of law, either party to this Agreement may elect to reopen the Agreement for the purpose of negotiating a new union security provision.

**FOR OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 251:**

  
\_\_\_\_\_  
Kelley Allen, President

Date: 12/11/18

**FOR IBEW LOCAL UNION #611:**

\_\_\_\_\_  
Carl Condit, Business Manager

Date: \_\_\_\_\_