



**Office & Professional Employees  
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To: OPEIU Local 251 Members

From: Your Bargaining Team

Bargaining is scheduled for Tuesday, Wednesday, and Thursday of this week. The OPEIU bargaining team has passed all their proposals to management. We have received some counters on those proposals. However, we have not received any economic proposals or counter offers from management. In fact, they have outright refused to provide those proposals to us. This is a violation of the National Labor Relations Act, and OPEIU has filed unfair labor practice charges against Sandia in response. We are hopeful that Sandia will come to the table this week and bargain in good faith, which up to this point they have not done.

The collective bargaining agreement will expire on Wednesday, September 22, unless the parties agree to a new contract by then. We have received questions about what that means, along with some additional questions about the bargaining process. We have outlined some of those questions and answers below.

**Q: What happens if the company and our union do not reach a new agreement before the contract expires?**

A: The parties have two choices; they can agree to an extension of the contract, or let the contract expire.

**Q: What happens if the contract expires?**

A: Except for a few articles, the contract language remains in place. This means all your wages, benefits, vacation, holidays, scheduling and other terms and conditions of employment will continue once the contract expires. The only articles that expire are the no strike/no lockout, management rights, union security and arbitration.

**Q: Does bargaining end once the contract expires?**

A: No. Neither party can declare bargaining finished. The parties' obligations do not end when the contract expires. They must bargain in good faith for a successor contract, or for the termination of the agreement, while terms of the expired contract continue. For more information about contract expiration, click [here](#).

**Q: Management passed us their Last, Best and Final offer. What does this mean?**

**A:** The short answer...it means nothing, but here is a detailed answer:

When a “final offer” is put on the table, the union has no obligation to accept it or to take it to the membership for ratification. Rather the obligation to continue bargaining remains, despite the employer’s attempt to unilaterally terminate bargaining. The union team may choose to review the “final offer” simply as one more package proposal and continue the process of bargaining. If the employer refuses to continue bargaining once they have put their “final offer” on the table, they may be in violation of their duty to bargain and an unfair labor practice charge could be filed.

The use of “final offers” seldom advances the process forward in a positive manner. Rather it is a confrontational and crude scare tactic that often further polarizes the parties. Yet, employers routinely trot this out in a desperate attempt to goad the union committee to cave. Union committees need not take the bait.