

Agreement Number: A165711

Agreement Between
HENNEPIN COUNTY
and the
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

May 1, 2016 – April 30, 2019

Note: New language is ***bold/italic and/or shaded***. Please exercise care in administering such new language. Contact your Labor Relations Representative at 612-348-5010 with any questions.

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ARTICLE 1 - PREAMBLE

- Section 1.** This AGREEMENT, has been made by and between Hennepin County, hereinafter referred to as the EMPLOYER and the North Central States Regional Council of Carpenters, hereinafter referred to as the UNION.
- Section 2.** It is the purpose of this AGREEMENT to set forth the wages, hours and other terms and conditions of employment for certain employees of the EMPLOYER as agreed to in collective bargaining between the EMPLOYER and the Union, and to thereby promote the delivery of public service of the highest quality. It is the intention to incorporate the terms and conditions of the AGREEMENT, as appropriate, between the Associated General Contractors of Minnesota and the Union in all respects not specifically modified herein.
- The Parties have agreed as follows:

ARTICLE 2 - RECOGNITION AND UNION SECURITY

- Subd. 1. Employees Included** The EMPLOYER recognizes the Union as the exclusive representative under Minnesota Statutes §179A.06 of all its employees described as:
- All full-time and regularly scheduled part-time employees in the classification of Carpenter, employed by Hennepin County, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

Section 1.02 - Union Dues and Fair Share Fees

- Subd. 1. Union Dues** Upon receipt of a properly executed written authorization from any employee covered by this AGREEMENT who is a member of the Union, the EMPLOYER shall deduct from such employee's wages an amount each month equal to the Union's regular monthly dues for membership and, in the case of newly hired employees, one initiation or reinstatement fee, as determined appropriate by the Union.
- Subd. 2. Fair Share Fees** In accordance with Minnesota Statutes §179A.06, Subd. 3, the EMPLOYER agrees that upon notification by the Union it shall deduct a fair share fee from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues. The Union shall certify to the EMPLOYER, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

Section 1.03 - Union Stewards The Union may appoint a Union Steward from among the members of the bargaining unit to perform such duties as may be delegated by the Union. The Union shall notify the EMPLOYER, in writing, of the name of the employee who has been appointed as Union Steward.

Section 1.04 - Union Representation All bargaining unit employees have the right to Union representation during any conference with the EMPLOYER in which they have reasonable cause to believe that disciplinary action may be imposed upon them. Such representation may be provided by the Union Steward or the staff representatives of the Union such as the Union's Business Manager or its Business Representative. Authorized Representatives of the Union may visit the job during working hours, but shall first make a reasonable effort to contact the person in charge of the site. Said Representatives shall not unduly hinder or interfere with the progress of the work and must comply with all safety regulations on the job.

Section 1.05 - Union Activities Employees covered by this AGREEMENT shall not, during working hours, engage in any solicitation or other Union activities which interfere with the performance of their duties.

Section 1.06 - Exclusive Representation The EMPLOYER agrees to recognize the Union as the exclusive collective bargaining representative of the employees in the craft signatory to this AGREEMENT. The EMPLOYER shall not enter into any AGREEMENTS with the employees covered by this AGREEMENT, either individually or collectively, or

with any other employee organization, which in any way conflicts with the terms and provisions of this AGREEMENT. Further, the EMPLOYER shall meet and negotiate, pursue the resolution of grievances and conduct arbitration proceedings only with the properly designated representative(s) of the Union.

EMPLOYER Representation The UNION recognizes the Labor Relations Representative designated by the Labor Relations Director, as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No AGREEMENT establishing terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER's designated Labor Relations Representative is affixed thereon.

Section 1.07 — Union Security There shall be no discrimination against any employee because of race, color, creed, political/religious beliefs, sex, disability, national origin, marital status, or age. Wherever the terms "man" or "men" are used in this AGREEMENT, it is understood that these references or any other references, are generic and shall apply equally to the female gender.
The EMPLOYER shall not discriminate against any employee as long as the employee is performing work assigned in a safe, normal and workmanlike manner.

The Union recognized by this AGREEMENT shall be entitled to union security to the extent that each employee in the collective bargaining unit represented by the Union shall on the eighth (8th) day following the beginning of employment in the bargaining unit upon getting authorization cards be required to become and remain a member in good standing of the Union, or alternatively, shall be certified as a fair-share employee. "In good standing" for the purposes of this AGREEMENT, is defined to mean the payment of a standard initiation fee and standard monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken under the provisions of this Article arising from the lack of proper authorization for the EMPLOYER to deduct dues or fees from an employee's pay.

Bargaining unit employee stewards and officers may leave their work stations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.

The UNION may use the EMPLOYER's facilities for union business with prior approval of the EMPLOYER.

The UNION shall have access to the EMPLOYER's internal mail distribution system and electronic (e-mail) system consistent with the practice existing on the effective date of this AGREEMENT. However, the UNION agrees to request prior authorization from the EMPLOYER's Labor Relations Department prior to use of the e-mail system for any mass communication.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 2.01 - Inherent Managerial Rights The Union recognizes that the EMPLOYER is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel and all management rights and management functions not expressly delegated in this AGREEMENT are reserved to the EMPLOYER.

Section 2.02 - Management's Responsibilities The EMPLOYER retains the right to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the EMPLOYER has not abridged, delegated, or modified by this AGREEMENT are retained by the EMPLOYER.

Section 2.03 – Rules and Regulations All employees covered by this AGREEMENT shall perform the services and duties prescribed by the EMPLOYER and shall be governed by EMPLOYER rules, regulations, directives and orders issued by the EMPLOYER, provided that such rules, regulations, directives, and orders do not conflict with the express provisions of this AGREEMENT. The EMPLOYER reserves the right to modify such rules, regulations, directives, and orders from time-to-time provided the UNION and its members are advised of such changes in advance.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT. Decisions of the EMPLOYER regarding continuation of employment are specifically excluded from this grievance procedure.

Section 2. It is specifically understood that any matters governed by statutory provisions, County Human Resources Rules, or departmental personnel rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved employee(s) shall be precluded from making an appeal under this grievance procedure.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - .20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

Section 3. GRIEVANCE PROCEDURE: Grievances, as herein defined, shall be processed in the following manner:

Step 1: INFORMAL. An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the UNION representative, to his/her supervisor who is designated as appropriate for this purpose by the EMPLOYER.
- B. The supervisor shall give his/her oral or written answer within fourteen (14) calendar days after such presentation to the employee and his/her steward.

Step 2: FORMAL. If the grievance is not satisfactorily resolved in Step 1 and the UNION wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the Department Head or his/her designated representative and to the Labor Relations Director or his/her designee within fourteen (14) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The Department Head and/or his/her designated representative shall discuss the grievance with the UNION within fourteen (14) calendar days after the date presented at a time agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Department Head or his/her designated representative and the UNION representative. If no settlement is reached, the Department Head or his/her designated representative shall give written answer to the UNION representative within fourteen (14) calendar days following their meeting.

Step 3: MEDIATION. If the grievance is not settled in accordance with the procedure set forth in Step 1 or Step 2, it may be submitted to mediation provided that the UNION and the Labor Relations Director or his/her designee, by mutual agreement, jointly petition the Minnesota BMS for assistance in resolving the grievance within ten (10) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

Section 4. ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Act and administered by the State of Minnesota BMS. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall notify the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

Section 5. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee/UNION may elect to treat the grievance as denied at that step. The UNION may then immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step.

ARTICLE 5 - NO STRIKE-NO LOCKOUT

Section 1. In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action including discharge.

Section 2. No lockout shall be instituted by the EMPLOYER during the life of this AGREEMENT provided Section 1 of this Article is not violated by employees or the UNION.

ARTICLE 6 - INCORPORATION OF AGC AGREEMENT

The Parties agree to be bound by all terms and conditions of the Building Agreement as appropriate between the Associated General Contractors of Minnesota and the UNION not specifically modified herein by this AGREEMENT.

ARTICLE 7 - RATES OF PAY

Section 1.

AGC of Minnesota, CCA/MDPA
Area A-1 Only (Metro)
Commercial Carpenter Wages Rates

Classification	Percent	Gross Wages	Deductions				Fringe Benefits			Total Package
			Vacation	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Fair Contracting	
Journey person	100%	\$33.21	-\$1.05	-4%	\$6.13	\$9.45	\$0.69	\$0.50	\$0.02	\$50.00
-General Foreman		\$40.32	-\$1.20	-\$1.45	\$6.81		\$1.60	5		\$58.75

Section 2 The EMPLOYER shall pay employees covered by this AGREEMENT at the rate paid General Foreman under the Associated General Contractors Area A-1 (Metro) agreement.

ARTICLE 8 - WORK SCHEDULES/PREMIUM PAY

Section 1. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of premium pay, if any. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. A payroll period shall be an averaged eighty (80) hours of work within a fourteen (14) calendar day period, except as may otherwise be defined in this AGREEMENT.

Section 3. Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER.

If changes concerning length and/or start and end of shifts for a work unit are to be made in existing full-time shifts, the EMPLOYER shall notify the UNION in advance of implementing the proposed changes and will provide the UNION the opportunity to meet and confer with respect to the proposed changes and their effect on employees. Such meet and confer sessions shall be conducted prior to the implementation of the change, except where an emergency or other unpredictable condition makes this impractical.

Section 4. Worked hours in excess of forty (40) hours per work week shall be overtime and compensated at one and one-half (1 1/2) times the employee's base payrate or one and one-half (1 1/2) hours compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the employee's immediate supervisor or his/her designee. Overtime premium shall be provided in the form of either cash payment or compensatory time as determined appropriate by the EMPLOYER, provided employees shall have the right to indicate their preference to the EMPLOYER.

Section 5 Employees assigned to a shift of straight 10's shall receive two (2) fifteen minute breaks.

ARTICLE 9 - TOOLS AND WORK UNIFORMS

Section 14.01 - Tools The EMPLOYER will provide **all tool, including** adequate power tools and appropriate power tools accessories (blades, etc.). ~~The employee shall provide his/her own hand tools traditionally required by the position, for their exclusive use.~~

~~The EMPLOYER shall replace stolen tools in the event they are stolen while they are in the sole custody of the EMPLOYER during off duty hours and/or while properly locked in the EMPLOYER's vehicle during the work day.~~
If the EMPLOYER should require work uniforms the EMPLOYER shall provide such uniforms.

ARTICLE 10 - DRUG AND ALCOHOL POLICY

Bargaining unit employees shall adhere to the EMPLOYER's Drug and Alcohol Policy which may from time to time be modified by the EMPLOYER in its sole discretion. An electronic copy of the Drug and Alcohol Policy shall be provided to the UNION upon request.

ARTICLE 11 - SENIORITY

Seniority is an employee's length of service for the EMPLOYER from the most recent date of employment, or re-employment.

If two (2) or more employees are hired on the same day, seniority shall be determined by lot (coin flip).

If a bargaining unit employee is promoted or demoted to a position outside of the bargaining unit, the employee's seniority shall continue during any required probationary period.

Seniority shall terminate upon termination of employment.

The EMPLOYER shall use seniority, when practicable, in instances of permanent reassignment of work duties and shift patterns.

ARTICLE 12 - SCOPE OF AGREEMENT

This AGREEMENT shall represent the complete agreement between the UNION and EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

Therefore, the EMPLOYER 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 or matter referred to or covered in this AGREEMENT or with respect to any subject or 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 that they negotiated or signed this AGREEMENT.

ARTICLE 13 - HIRING HALL PROCEDURES

The EMPLOYER shall give the UNION an opportunity to refer qualified applicants.

ARTICLE 14 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin County. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provision.

ARTICLE 15 - TERM OF AGREEMENT

This AGREEMENT shall take effect on May 1, 2016. It shall remain in effect until April 30, 2016 and shall thereafter be automatically renewed or extended without change for additional periods of one (1) year unless either Party gives the other Party written notice of its intention to modify amend or terminate this AGREEMENT effective at the expiration of the original term hereof or of any subsequent annual period. Such notice shall be sent not less than sixty (60) days or more than ninety (90) days prior to the expiration date.

NOW THEREFORE with an intention to be bound by its provisions the Parties have caused this AGREEMENT to be fully executed by their duly authorized representatives whose signatures appear below: