

Agreement Number: A199807

**Agreement Between
HENNEPIN COUNTY
and
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Local 292**

Traffic Signal Electrician Unit

January 1, 2019 – December 31, 2021

UU

Note: New language is **shaded/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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Contract Language

The County of Hennepin recognizes the International Brotherhood of Electrical Workers as the exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act, Section 179A.01 through 179A.25, for all full-time and regular part-time employees in the job class of Traffic Signal Electrician and Electrician, excluding supervisory, confidential and all others as provided for in the Act.

Wages

Effective **May 1, 2019,**

Hourly Rate **\$49.331**

If during the life of this AGREEMENT the above wage rate falls more than ten percent (10%) below the prevailing market rate for Journeyman Electrician in the Minneapolis Metropolitan area, the rate shall be adjusted to ninety percent (90%) of such prevailing rate using the standard calculation procedure which has been adopted by the parties.¹ Any adjustment of the above wage rate to the prevailing market rate shall occur annually in conjunction with a change in such prevailing rate and shall be implemented effective the beginning of the next payroll period.

Standby pay (off-premises) will be \$3.25 per hour provided it shall be adjusted as necessary during the term of this AGREEMENT to be consistent with the Hennepin County prevailing pattern.

Employees will be paid for any work performed beyond the initial receipt of the call. Any work performed at home after the initial phone call will be paid (minimum of 6 minutes) unless the call results in them going to the location. If the call results in the employee having to leave their home, the below will apply:

- A. Employees will be paid from the time they leave their home until they return (port to port), not from the time they receive the call. Employees will be paid for a minimum of two hours for each call.

The Employer shall provide and maintain all protective equipment and clothing required under the current OSHA, state and county regulations, Employer, or Employer's customer rules or regulations.

- A. Personal Protective Equipment – Employees are required to wear or use all personal protective equipment required by OSHA regulations, state regulations, Employer or Employer's customer rules or regulations.
- B. It is recommended that employees wear 100% natural fibers, not synthetics or synthetic blends because of problems associated with burns.
- C. The Employer shall provide a proper container or kits to keep all safety equipment in satisfactory condition and the Employees shall be required to keep safety equipment in the containers provided.

The employer will work with the Union to determine how to provide NFPA 70e training for employees performing energized work.

Tool replacement allowance (only for broken tools turned in) based on the tool list established by the EMPLOYER and the steward (See Attachment B).

Employees who are, at the discretion of the EMPLOYER, appointed on an intermittent basis to leadworker, shall be compensated at an augmented rate of one dollar fifty cents (\$1.50) per hour more for the period such leadworker functions are performed, provided that if an employee is appointed leadworker for a period of four (4) hours or more during any one (1) shift, when assigned to an eight (8) hour shift, the employee shall receive such higher rate for the full shift.

The UNION office will be notified by the EMPLOYER in writing of the name, classification, and rate of pay for any new employee employed in a position covered by the scope of this AGREEMENT within thirty (30) days following the start of employment. The UNION office will be notified by the EMPLOYER in writing of employees covered by this AGREEMENT whose employment ends.

The EMPLOYER agrees to deduct and forward to the Financial Secretary of the UNION upon receipt of a voluntary written authorization-the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local UNION Bylaws. Such amount shall be certified to the EMPLOYER by the Local UNION upon request by the EMPLOYER.

Other employee benefits shall be the same as those established for classified employees of Hennepin County by the Hennepin County Board of Commissioners under the authority of Laws of Minnesota, 1980, Chapter 573.

This AGREEMENT shall be in full force and effect from January 1, 2019, through December 31, 2021, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness, thereof the parties have caused this AGREEMENT to be executed this 24th day of September 2019.

¹See Attachment "A"

ATTACHMENT A

TRAFFIC SIGNAL ELECTRICIAN/ELECTRICIAN (UU) – MAY 2019

Employee Name Employee ID#	Life Insurance	Health Insurance	PTO Vacation/Sick	Stability Pay
Matthew Bellanti 041942044	\$7.00	\$1243.13	32	\$1050
Jeffrey Green 972582063	\$7.00	\$1249.28	35	\$1,200.00
Paul Steele 042782051	\$7.00	\$647.94	32	\$1050
Bruce Gillespie 176221909	\$7.00	\$1183.72	20	\$0.00
Joshua Villeneuve 140271502	\$7.00	\$1243.13	23	\$0.00
Kyle Mitchell 140901508	\$7.00	\$651.17	20	\$0.00
Hennepin County <u>Total Package</u>			IBEW Local #292 <u>Total Package</u>	
Base Rate	\$49.331		Base Rate	\$ 43.71
PERA	\$3.58		Vac./Holiday	\$ 5.60
Social Security	\$3.77		Health/Welfare	\$ 11.45
Life Insurance	\$0.04		Local Pension	\$ 5.70
Health Insurance	\$5.98		NEBF	\$ 1.31
HCSP ER Contribution	\$0.00			
1% Supplemental	\$0.00		Annuity	\$ 5.50
Leave With Pay	\$7.21		JATC	\$ 1.03
Other Leave With Pay	\$0.19		Social Security	\$ 3.77
Stability Pay	\$0.26		LMCC	\$0.10
Uniforms	\$0.00		TOTAL	\$ 78.19
	---		90%	\$70.358
TOTAL	\$70.358			

\$70.358 is 90% of \$78.19

Increase base pay from \$47.857 to \$49.331. (3.1% wage increase)

Early Retiree Health Insurance Program (ERHIP) for employees hired before 1/1/08 (see eligibility below).

Subd. 1. Benefit. The EMPLOYER shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The EMPLOYER may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for ERHIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

Subd. 2. Eligibility. Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the EMPLOYER before January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired on or after January 1, 2008, are ineligible to participate in the ERHIP. To receive the health insurance continuation benefit provided for in the ERHIP, the employee must meet at least one of the following three eligibility requirements:

A. The eligible employee meets one of the following age and years of service requirements:

Age	Non-Continuous Years of Service
55 but less than 62	20
62 but less than 63	15
63 but less than 64	14
64 but less than 65	13

B. The eligible employee at the time of retirement qualifies for and applies for a full, unreduced retirement annuity (other than a deferred annuity), based on a minimum of ten (10) years of Hennepin County service, from an approved Minnesota public service retirement program.

C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program with at least twenty-five (25) years of covered service, at least ten (10) of which must have been with Hennepin County.

Subd. 3. Opt-out. Employees eligible to participate in the ERHIP may opt-out of the program. Employees desiring to opt-out elected in writing prior to July 1, 2008, whether they would maintain their current retiree insurance benefit, or opt-out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This was a one-time, irrevocable election. Employees who did not make an election in writing prior to July 1, 2008, are deemed to have elected to retain their current retiree insurance benefit under the ERHIP. If an employee who is eligible for ERHIP based on hire date becomes part of the bargaining unit and has not previously had the opportunity to opt-out, such employee shall be given the opportunity at a time which is mutually agreed upon by the EMPLOYER and the UNION.

Subd. 4. No Guarantee of Future Benefit. Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The EMPLOYER and the Union (or in the case of a unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part,

this ERHIP. In the event the union is decertified as the exclusive representative, the EMPLOYER may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

Health Care Savings Plan (HCSP)

Subd. 1. Establishment of HCSP. A Health Care Savings Plan (HCSP) is established to enable Hennepin County employees to save money on a pre-tax basis to pay post-County employment medical, dental and vision expenses and/or insurance premiums. EMPLOYER and employee contributions designated below shall be deposited with a HCSP provider selected by the EMPLOYER. The EMPLOYER and the HCSP provider may establish appropriate policies and procedures to implement and administer the HCSP that are not inconsistent with the requirements of this section.

Subd. 2 Eligibility. Only regular and temporary unclassified benefit-eligible employees are eligible to participate in the HCSP. Employees hired, re-hired on or after January 1, 2008, unrepresented employee newly hired, REHIRED between January 1, 2007, and December 31, 2007, who become part of the bargaining unit after December 31, 2007, and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP. Former Minneapolis Public Library (MPL) employees who exercise their right to opt-out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option shall only have their time spent in service while employed by Hennepin County as a REGULAR or temporary Unclassified EMPLOYEE count towards determining eligibility for the County contribution in subdivision 4.

Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP.

Subd. 4. County Contribution The EMPLOYER shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The EMPLOYER'S annual lump sum contribution shall be made the second paycheck in February of each year in the amount determined by the service threshold as of December 31 of the same calendar year.

Years of Service	County Annual Contribution
More than 5 and less than 10 years of full-time equivalent service.	\$500.00 per year
More than 10 and less than 15 years of full-time equivalent service.	\$600.00 per year
More than 15 years of full-time equivalent service.	\$700.00 per year

ATTACHMENT B

EMPLOYER'S LIST OF TOOLS

TRAFFIC SIGNAL ELECTRICIAN

Journeyman electricians shall provide themselves, and keep in first-class condition, a kit of tools consisting of:

- 1 8 inch or 9 inch Kleins
- 2 pair adjustable pliers
- 1 8 inch long nose pliers
- 1 diagonal pliers
- 1 3 inch electrician's screwdriver
- 1 8 inch electrician's screwdriver
- 1 10 inch electrician's screwdriver
- 1 #1 Phillips' screwdriver
- 1 #2 Phillips' screwdriver
- 1 stubby screwdriver
- 1 12 inch crescent wrench
- 1 electrician's knife
- 1 half-moon file
- 1 scratch awl
- 1 cold chisel
- 1 center punch
- 1 socket set up to and including one-half inch (1/2") socket
- 1 nut driver 3/16"-1/2"
- 1 current copy of National Electrical Code Book
- 1 flashlight
- 1 twenty-five (25) foot tape measure

Tools must be of a quality of the Sears Craftsman or Snap-On tools.

The EMPLOYER shall furnish all other necessary tools and equipment. Employees shall be responsible for the EMPLOYER's tools, salvage, and equipment, provided the EMPLOYER furnishes the necessary lockers, toolboxes or another secure place for storage. The EMPLOYER shall also furnish a safe place for storage of employee's tools except on short-term jobs. The employee shall be responsible for care and storage of tools required in the paragraph above.

Letter of Understanding

between
I.B.E.W. Local 292
and
Hennepin County

The Parties hereby agree that the formula used in the AGREEMENT attached hereto as which adjusts the employees covered under this Agreement to 90% of the total package market rate shall be utilized for 2019, 2020, and 2021 payroll years.

Signed By
Todd Olness
For Employer

Signed By:
Jeff Heimerl, Business Manager
For Union

Date _____

Date _____

WITNESSES:

HENNEPIN COUNTY

[Signature]
[Signature]

By: [Signature]
Chair of its County Board

And: [Signature]
County Administrator

DATE:
10/31/2019

ATTEST: [Signature]
Deputy/Clerk of the County Board

And: [Signature]
Chief Labor Relations Officer

Reviewed by the County
Attorney's Office

International Brotherhood of Electrical Workers, Local 292

[Signature]

By: [Signature]
IBEW Business Manager

DATE: 10/17/2019