

K# 840256



LABOR AGREEMENT

BETWEEN THE

UNIVERSITY OF MINNESOTA

AND THE

**MINNESOTA STATE BUILDING
AND CONSTRUCTION TRADES COUNCIL**

Effective

July 1, 2012 through June 30, 2015

**LABOR AGREEMENT
BETWEEN
THE UNIVERSITY OF MINNESOTA
and
THE MINNESOTA STATE BUILDING
AND CONSTRUCTION TRADES COUNCIL**

This agreement, entered into this 27th day of August, 2012, by and between the University of Minnesota (hereinafter called the "Employer") and the Minnesota State Building and Construction Trades Council (hereinafter called the "Union"), representing the Nineteen Building Trades Unions recognized by the State Bureau of Mediation, in 1981, to represent the Craft and Trades, Unit 2.

AFFILIATES

1. Heat and Frost Insulators Local No. 34, Minneapolis, MN
2. Bricklayers & Allied Craftsmen Local No. 1, Minneapolis, MN
3. North Central States Regional Council of Carpenters & Joiners, including Millwrights, Pile Drivers, Lathers, Carpet Layers and Carpenter Local Affiliates
4. Cement Masons Local No. 633
5. Construction & General Laborers/Plaster Tenders Local No. 563, Minneapolis, MN
6. I.B.E.W. Local No. 292
7. Iron Workers Local No. 512
8. International Union of Operating Engineers Local No. 49, Minneapolis, MN
9. Painters & Allied Trades Local No. 61, St. Paul, MN
10. Painters & Allied Trades Local No. 386, Minneapolis, MN
11. Pipefitters Local No. 455, St. Paul, MN
12. Pipefitters Local No. 539, Minneapolis, MN
13. Plasterers Local No. 265, Minneapolis, MN
14. Plumbers Local No. 15, Minneapolis, MN
15. Plumbers Local No. 34, St. Paul, MN
16. Roofers & Waterproofers Local No. 96, Minneapolis, MN
17. Sheet Metal Workers Local No. 10, Maplewood, MN
18. Sign, Display & Screen Local No. 880, St. Paul, MN
19. Sprinkler Fitters Local No. 417, Minneapolis, MN

ARTICLE I
Scope of Work

- 1.1 This Agreement covers all construction and maintenance work, which has been historically performed by Crafts of the Building Trades Unions, at the U of M Metropolitan Area Campuses and facilities.
- 1.2 Both parties agree to meet at the call of the Bureau of Mediation Services to address work jurisdiction issues that exist with the Employer involving employees of Unit 2 and other Units of the Employer. If the issue cannot be resolved by negotiations, both parties agree to abide by a decision by the Bureau, or a neutral person selected by the Bureau.

ARTICLE II
Waiver of Certain Articles

The Union, recognizing that there are certain Articles in the respective collective bargaining agreements of the Building Trades Locals that do not pertain to the U of M, does hereby agree to delete the following from all collective bargaining agreements of the affiliated unions:

- 2.1 Any reference to a weekly payroll is deleted, and the Union agrees to a bi-weekly payroll.
- 2.2 The Union agrees to delete any reference to reimbursed parking for any Building Trades personnel employed by the Employer.
- 2.3 The Union agrees to delete any reference to Bonding by the Employer.
- 2.4 The Union agrees to delete any reference to the payment of Industry Funds by the Employer.
- 2.5 The Union agrees to delete any reference to discriminatory preferential hiring, or hiring quotas, and/or residency requirements for hiring.
- 2.6 The Union agrees to delete any reference to the Union Steward, and only Article Vi shall apply.

- 2.7 The Union agrees to delete any language requiring the Employer to obtain permission from the Union to work overtime. The employer agrees to notify the council of scheduled weekend work outside of the normal weekend shifts.
- 2.8 The Union agrees to delete any language prohibiting the use of time clocks.
- 2.9 The Union agrees to delete any language requiring the Employer to pay double time if contract provisions are intentionally violated.
- 2.10 The Union agrees to delete language requiring the Employer to give employees standard notice to terminate.
- 2.11 The Union agrees to delete any language allowing the employees to refuse the transport materials because the Employer supplies all transportation.
- 2.12 The Union agrees to delete any language which refers to subcontracting and Article VII shall apply.
- 2.13 The Union agrees to delete any language which refers to Mpls./St. Paul ratios.
- 2.14 The Union agrees to delete any language which requires the Employer to pay the employees on the date of layoff. Any employee working three consecutive weeks or less will receive a paycheck on their last day of work as well as a separation notice.
- 2.15 The Union agrees to delete any references to subsistence and travel in the 19 collective bargaining agreements and, if subsistence is required, only Article IV shall apply.
- 2.16 The Union agrees to delete any language that prohibits the Employer from "Spot Checking of Work."
- 2.17 The Union agrees to delete any language which restricts the General Foreman from working with the tools.
- 2.18 The Union agrees to delete any reference to excessive unemployment, reduced work week and shorter work week.
- 2.19 The Union agrees to eliminate all references to the use of paper paychecks.

The Union and the Employer both agree that the exemptions stipulated in Article II are exclusively exempted from the Employer's Contract and shall not apply to any contractor who subcontracts work from the U of M.

ARTICLE III
Further Understanding

The Union and the Employer further agree that all terms and conditions of the Affiliates' collective bargaining agreements, not addressed in this document, shall be recognized and adhered to. Language changes in the trades agreements negotiated after the effective date of this memorandum shall not apply to the University without the written consent of an authorized representative of the Employer.

ARTICLE IV
Subsistence - Travel

If a member of the Building Trades is required to travel outside the Metropolitan Campus, i.e., Morris, UMD, or any other University facility, to perform work, the Employer and the Union agree that he or she be reimbursed, as per the current U of M Travel Policy.

ARTICLE V
Grievance Procedure

The Union and the Employer, recognizing that there are numerous grievance procedures contained with the collective bargaining agreements of the Building Trades Affiliates, and after every attempt is made, by the Union Steward and a Supervisor, representing management, to adjust a dispute that may arise, the Union and the Employer do hereby agree to the following grievance procedure:

5. **STEP ONE**

When a dispute or controversy arises over the interpretation of, or adherence to, the terms and provisions of the Agreement between the Employer and the Union, the Union must, within fifteen (15) working days, officially notify in writing the Director of Facilities Management that a dispute exists. A meeting shall then be held within five (5) working days between the Business Agent or designee of the affected union and the Director of Facilities Management, or his/her designee, in an attempt to resolve the dispute. If a resolution cannot be reached, the grievance will proceed to Step Two.

5.2 **STEP TWO**

If no resolution can be reached in Step One, a meeting shall be held within fifteen (15) working days, between the Director of Facilities Management or his/her designee, and the Business Agent or designee of the affected union, in an attempt

to resolve the dispute. If no agreement can be reached, the Union and the Employer shall proceed to Step Three.

5.3 STEP THREE

If the Union and the Employer cannot reach a resolution in Step Two, they both agree to submit their case to the Minnesota State Bureau of Mediation Services, within fifteen (15) working days. Both parties agree that the decision of the Bureau shall be final and binding.

The time frame spelled out in Steps One, Two and Three may be adjusted as mutually agreed upon, by the Employer and the affected Union.

ARTICLE VI Union Steward

The Union and the Employer agree that each craft shall have a Union Steward, who shall be appointed by the Union. The Union Steward shall be allowed a reasonable amount of time during the work day to conduct union business; however, his or her union duties shall not interfere with the performance of her or his work assignments. The Steward shall be the last journeyman to be laid off in their craft, provided that he or she is qualified to perform the required work.

ARTICLE VII Subcontracting

The Union and Employer agree to abide by the subcontracting policy, which has been established by the University Board of Regents. The Employer is responsible for enforcement of this policy and the attached policy statement is considered to be an integral part of this agreement.

ARTICLE VIII Hours of Work, Shift Work, Overtime and Holidays

8.1 HOURS OF WORK

Any eight consecutive hours of work between the hours of 6:00 A.M. and 6:00 P.M., with an additional one half (1/2) hour of unpaid lunch, shall constitute a work day. The work week shall be Monday through Friday. By mutual agreement the hours of work can be adjusted.

8.2 SHIFT WORK

Shift work may be performed at the option of the Employer. When a shift starts between 9:30 A.M. and 5:59 P.M. there shall be a premium of \$3.00 per hour on base wages. If a shift is started between 6:00 P.M. and 5:59 A.M. the shift premium shall be \$3.50 per hour. In order to establish a shift there must be a minimum of five (5) consecutive work days.

8.3 OVERTIME

All work performed after eight consecutive hours Monday through Friday outside the work day, shall be paid for at one and one-half (1-1/2) times. All work performed on Saturday shall be paid at double time except for scheduled maintenance work which will be paid at one and one half (1-1/2) times. All work performed on Sundays and Holidays shall be paid for at double time.

8.4 HOLIDAYS

For the purpose of establishing overtime rates, the following are holidays or days recognized as such; New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, plus three additional days designated by the University. No other holidays are recognized and no holiday pay will be paid unless the employee works under the direction of the Employer.

8.4 PREMIUMS

Eliminate all premiums except for shift work, Foreman pay and designated job classifications.

ARTICLE IX Savings Clause

This agreement is intended to be in conformity with all applicable and valid State and Federal laws, rules and regulations. Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Article, so in conflict, to be superseded or annulled, but shall not supersede or annul the terms and provisions of this Agreement, which are not so in conflict.

ARTICLE X Work Stoppages and Lockouts

During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow downs, or other disruptive activity for any reason by the Union or by any employee

and there shall be no lockout by the Employer. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the University and shall undertake all reasonable means to prevent or to terminate any such activity. No Employee shall engage in activities which violate this Article.

ARTICLE XI

Non-Discriminatory/Sexual Harassment

The Employer and the Union agree that there shall be no discrimination on the basis of race, religion, color, sex, national origin, disability, age, veteran status, sexual orientation, or political opinions. The Employer and the Union agree that all employees have a right to a work in an environment free of sexual harassment. Management and the Union agree that this Article is not grievable under the procedure outlined in Article V of this Agreement. Employees are encouraged to contact the University's Equal Employment Opportunity (EEO) Office in the event there are issues involving discrimination or sexual harassment.

ARTICLE XII

Labor/Management Responsibilities

- 12.1 The Employer shall direct its working forces as its sole prerogative, including but not limited to; hiring, promotion, transfer, discipline and discharge. No rules, customs, or practices shall be permitted or observed which limit or restrict productivity of the combined or individual working efforts of the Employer. The University shall utilize, at its sole discretion, apprentices, pre-apprentices and all other applicable classifications that are within the local labor agreements.
- 12.2 The parties hereto recognize the need to establish positive labor management cooperation. Labor Management Committee(s) will be established in order to allow management and labor to exchange ideas and suggestions on such matters as scheduling, providing timely service, training, workers compensation and other matters of mutual concern.
- 12.3 The parties adopt the enclosed Substance Abuse Program.
- 12.4 The Union will ensure at the time of referral, that the referred candidate has all current, required licenses as specified by the University.

12.5 The Union or the plan administrators will provide annual updates on the status of its pension plans to the Office of Human Resources:

Labor Relations

200 Donhowe Building

319 15th Ave SE


Minneapolis, MN 55455

ARTICLE XIII

Duration

The Union and the Employer mutually agree that this contract shall expire on June 30, 2015, and will automatically be renewed, unless either party notifies the other, by registered letter, within ninety (90) days of the expiration date, of their desire to reopen negotiations. The Employer further agrees that in 2011 any wage settlements, negotiated by and between the Affiliates and their respective contractor associations, shall be implemented upon notification. All wage and shift premium adjustments as provided in Article 8.2 in 2012 will be subject to a wage re-opener.

FOR THE UNION:



DATE: 9/7/12

DATE: _____

FOR THE EMPLOYER:

DATE: _____

DATE: _____

DATE: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
MINNESOTA STATE BUILDING AND CONSTRUCTION TRADES COUNCIL

The parties agree that:

- Employees covered by this labor agreement and employed during the first full payroll period in July, 2012 will receive a \$75 lump sum payment.
- Employees covered by this labor agreement and employed during the first full payroll period in July 2013 will receive a lump sum payment of \$150.00.
- Employees covered by this labor agreement and employed during the first full payroll period in July 2014 will receive a lump sum payment of \$150.00.

FOR THE UNION:



DATE: 9/7/12

DATE: _____

FOR THE EMPLOYER:

DATE: _____

DATE: _____

DATE: _____


DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
MINNESOTA STATE BUILDING AND CONSTRUCTION TRADES COUNCIL

The parties agree that employees who under the January, 2002 – January, 2005 contract, receive an extra \$.16/hour on their base wages in recognition of Labor Day, will have that amount increased to \$.18/hour effective January 9, 2005 this amount shall be increased to \$.21 effective January 10, 2008. These University of Minnesota employees are members of the following locals:

- Plumbers Local 15
- Plumbers Local 34
- Roofers Local 96
- Sheetmetal Workers Local 10

FOR THE UNION:



DATE: 9/7/12

DATE: _____

FOR THE EMPLOYER:

DATE: _____

DATE: _____

DATE: _____

DATE: _____

PREVAILING WAGE RATES

It is the policy of the University of Minnesota that all projects contracted for by the University shall comply with the prevailing wage requirements of Minn. Stat. §§ 177.41 through 177.43. This requirement shall apply regardless of the source of funding.