

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

**Effective**

**July 1, 2021 through June 30, 2024**

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

This agreement, entered into this 27<sup>th</sup> day of May 2021, 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 Mpls./St. Paul ratios.
- 2.13 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.
- 2.14 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.
- 2.15 The Union agrees to delete any language that prohibits the Employer from "Spot Checking of Work."
- 2.16 The Union agrees to delete any language which restricts the General Foreman from working with the tools.
- 2.17 The Union agrees to delete any reference to excessive unemployment, reduced work week and shorter work week.
- 2.18 The Union agrees to eliminate all references to the use of paper paychecks.
- 2.19 The Union agrees to delete any language referring to alcohol and drug testing.

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**  
**Affiliates' Individual Collective Bargaining Agreements**

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

The Union agrees to send an electronic copy of each Affiliate's new collective bargaining agreement (CBA) to the Employer's authorized labor relations representative within 30 days following the full execution of that Affiliate's new CBA. The parties agree that the Employer is not obligated to implement any individual Affiliate's annual wage and benefit rate sheet if the Employer's authorized labor relations representative does not yet possess an electronic copy of an individual Affiliate's most recent CBA.

**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 they will 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 their 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 their 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, their union duties shall not interfere with the performance of their work assignments. The Steward shall be the last journeyman to be laid off in their craft, provided that they are qualified to perform the required work.

## **ARTICLE VII** **Wages**

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.

The Employer agrees that any wage settlements--negotiated by and between the Affiliates and their respective contractor associations in 2021- will be implemented upon notification to the Employer.

All wages, as well as shift premium adjustments in Article 8.2 in will be subject to a wage re-opener in 2022, 2023 and 2024.

## **ARTICLE VIII**

### **Hours of Work, Shift Work, Overtime, Holidays, On-Call Duty and Premiums**

#### **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 \$3.50 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 \$4.00 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 (8) consecutive hours on Monday through Friday outside the work day, is paid at one and one-half (1-1/2) times the normal hourly rate.

All scheduled maintenance work performed on Saturday is paid at the rate of one and one half (1-1/2) times the normal hourly rate. All permit-required construction or unscheduled maintenance work performed on Saturday is paid at double or two (2) times the normal hourly rate.

All work performed on Sundays and Holidays is paid for at double time or two (2) times the normal hourly rate.

#### **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.

## 8.5 ON-CALL DUTY

### On-Call Duty Description

To support operations and maintenance, certain Trades employees may be assigned on a rotating basis to on-call duty for evening hours or over weekend or holiday periods at the discretion of Facilities Management.

### On-Call Duty Communication

Employees assigned to on-call duty are required to respond to phone calls or texts made to their University-issued cell phone by a Supervisor or University representative. Upon receipt of a phone call or a text, the Trades employee will report to the Twin Cities campus location as directed within one (1) hour of receiving the communication.

### On-Call Duty Pay

Monday through Saturday:

One (1) hour straight-time pay guaranteed for eight (8) hours on-call duty OR two (2) hours straight time pay for on-call duty up to twenty-four (24) hours.

If called in for emergency service work, the rate paid is one and one half (1 ½) times the regular pay rate for the amount of time required to do the work with a minimum of four (4) hours pay guaranteed.

Sunday and Holidays:

One (1) hour straight-time pay guaranteed for eight (8) hours on-call duty OR two (2) hours straight time pay for on-call duty up to twenty-four (24) hours.

If called in for emergency service work, the rate paid will be two (2) times the regular pay rate for the amount of time required to do the work with a minimum of four (4) hours guaranteed.

### On-Call Duty for Athletic Events

Pay for hours worked will conform to the parameters above. If the employee attends the athletic event during on-call duty, they are expected to adhere to all University employee work rules, including refraining from alcohol consumption during on-call duty.

## 8.6 PREMIUMS

Eliminate all premiums except for shift work, overtime work, holidays, on-call duty and 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.
- 12.4 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 XIV**  
**Duration**

The union and the Employer mutually agree that this contract will expire June 30, 2024. However, the contract will automatically renew, after that date unless either party notifies the other, by email or registered letter, within ninety (90) days prior to the expiration date, of their desire to reopen negotiations.

**FOR THE UNION:**

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 DATE: 07-27-2021  
AssureSign® 687a59c-3ec-46c-89a-40e-11222222  
**Joe Fowler**

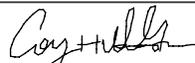
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**Kenneth Horstman**

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**Meghan Johnson**

**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 2021 will receive a \$150.00 lump sum payment.
- Employees covered by this labor agreement and employed during the first full payroll period in July 2022 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 2023 will receive a lump sum payment of \$150.00.

FOR THE UNION:

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Joe Fowler

FOR THE EMPLOYER:

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Karen Wallin

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Bill Paulus

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Coy Hillstead

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AssureSign® 5d77a4a1-6dc6-4ecf-8205-4e64-4aa811111111 DATE: 07/28/2021  
Meghan Johnson

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

The parties agree that effective the first full pay period in July 2021, University of Minnesota employees represented by the trade unions listed here will receive an extra \$0.34 per hour on their base wages in recognition of Labor Day: Plumbers Local 15, Plumbers Local 34, Roofers Local 96 and Sheetmetal Workers Local 10.

**FOR THE UNION:**

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Joe Fowler

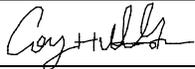
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Linda Weingarten

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Bill Paulus

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Coy Hillstead

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Meghan Johnson

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

The parties agree that the University of Minnesota employees represented by the International Union of Painters and Allied Trades District Council 82 (Sign Painters) who the Sign Painters referred to as "Journeyman A" in their former 6-1-2017 to 5-31-2020 industry agreement and who are referred to in their current 9-1-2020 to 5-31-2023 industry agreement as "Institution-Based Journeyman" will be a rate that is **12%** greater than the Journeyman rate listed in the Sign Painters Wage and Benefits Sheets.

The parties further agree that all references to a member or an employee's seniority in the Sign Painters industry agreement are not applicable to Sign Painter employment at the University of Minnesota.

**FOR THE UNION:**

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AssureSign® DATE: 07/27/2021

Joe Fowler

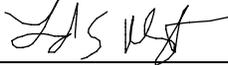
**FOR THE EMPLOYER:**

Electronically Signed  
  
AssureSign® DATE: 07/28/2021

Kenneth Horstman

Electronically Signed  
Karen Wallin  
AssureSign® DATE: 07/27/2021

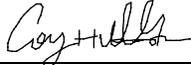
Karen Wallin

Electronically Signed  
  
AssureSign® DATE: 07/27/2021

Linda Weingarten

Electronically Signed  
  
AssureSign® DATE: 07/27/2021

Bill Paulus

Electronically Signed  
  
AssureSign® DATE: 07/27/2021

Coy Hillstead

Electronically Signed  
  
AssureSign® DATE: 07/28/2021

Meghan Johnson