
MUNICIPAL BUILDING COMMISSION

and

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO**

LABOR AGREEMENT

BUILDING AND CONSTRUCTION TRADES UNIT

For the Period: May 1, 2013 – April 30, 2015

SUMMARY TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
1	PREAMBLE	1
2	RECOGNITION	1
	Section 2.01 - Definition of Bargaining Unit and Recognition of Union	1
	Section 2.02 - Representatives of the Parties	1
3	UNION SECURITY	2
	Section 3.01 - Union Dues Payroll Deductions.....	2
	Section 3.02 - Grievance Representatives of the Union	2
	Section 3.03 - Bulletin Boards	2
	Section 3.04 – Pipe Trades Pension Fund.....	2
4	MANAGEMENT RIGHTS	4
	Section 4.01 - Retained Rights.....	4
	Section 4.02 – Contracting	4
	Section 4.03 - Bargaining Unit Work Assignments	4
5	SENIORITY	5
	Section 5.01 - Seniority Defined	5
	Section 5.02 - Uses of Seniority	5
	Section 5.03 - Promotional Probationary Periods.....	5
6	GRIEVANCE PROCEDURE	6
	Section 6.01 - Grievance Defined	6
	Section 6.02 - Grievance Procedure	6
	Section 6.03 – Arbitration	7
	Section 6.04 - Time Limits.....	7
7	NO STRIKE - NO LOCKOUT	8
	Section 7.01 - Strikes Prohibited	8
	Section 7.02 - Lockouts Prohibited.....	8
8	WORK SCHEDULES/PREMIUM PAY	8
	Section 8.01 – General.....	8
	Section 8.02 - Payroll Period Defined and Hours of Work	8
	Section 8.03 - Overtime Work and Pay.....	9
	Section 8.04 - Pyramiding and Duplication Prohibited	9
9	HOLIDAYS.....	10
	Section 9.01 – Eligibility.....	10
	Section 9.02 - Holidays Defined	10
	Section 9.03 - Holidays During Vacations and Sick Leave.....	10
	Section 9.04 - Religious Holidays	11

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
10	VACATIONS.....	11
	Section 10.01 – Eligibility.....	11
	Section 10.02 – Accruals.....	11
	Section 10.03 - Vacation Accrual Schedule	12
	Section 10.04 - Vacation Scheduling.....	13
	Section 10.05 - Vacation Pay at Termination	13
	Section 10.06 - Use of Vacation Leave Benefits as Sick Leave.....	13
11	SICK LEAVE.....	13
	Section 11.01 - Sick Leave Accruals.....	13
	Section 11.02 - Utilization of Accrued Sick Leave Benefits	14
	Section 11.03 - Sick Leave Pay Rate	14
	Section 11.04 - Notification Required.....	14
	Section 11.05 - Medical Leaves of Absence	15
	Section 11.06 - Sick Leave at Termination.....	15
12	SICK LEAVE CREDIT PAY AND SEVERANCE PAY PLANS	15
	Section 12.01 - Sick Leave Credit Pay Plan	15
	Section 12.02 - Sick Leave Severance Pay Plan	17
13	LEAVES OF ABSENCE.....	18
	Section 13.01 - General Administration.....	18
	Section 13.02 - Leaves for Union Business	19
	Section 13.03 - Funeral Leave	20
	Section 13.04 - Military Leave of Absence	20
	Section 13.05 - Jury and Court Duty	20
	Section 13.06 - Family and Medical Leaves.....	22
	Section 13.07 - School Conference and Activities Leave.....	23
	Section 13.08 - Bone Marrow Donor Leave	23
	Section 13.09 - Absences Due to Inclement Weather	24
	Section 13.10 - Time Off to Vote	24
	Section 13.11 - Time Off for Testing	24
14	INSURANCE	24
	Section 14.01 – Medical, Dental and Life Insurance	24
	Section 14.02 – MinneFlex.....	26
15	WORK RULES	26
16	EDUCATIONAL ASSISTANCE	26
17	FITNESS FOR DUTY.....	26
	Section 17.01 – General.....	26
	Section 17.02 - Drug and Alcohol Testing.....	26

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
18	DISCIPLINE.....	27
	Section 18.01 - Discipline for Just Cause.....	27
	Section 18.02 – Appeals.....	27
	Section 18.03 - Union Representation.....	27
19	NO DISCRIMINATION	27
20	COLLECTIVE BARGAINING.....	28
	Section 21.01 - Complete Agreement	28
	Section 21.02 - Separability and Savings	28
	Section 21.02 - Labor-Management Committee	28
21	SAFETY.....	
22	TERM OF AGREEMENT.....	29
	SIGNATURE PAGE.....	30

ATTACHMENT “A” -- PAY RATES

ATTACHMENT “B” -- (LOA) Reasonable Suspicion Drug and Alcohol Testing

ATTACHMENT “C” -- (LOA) MBC Benefits Program Insurance Contributions

ATTACHMENT “D” -- (LOA) Employment of Temporary Employees

ATTACHMENT “E” -- (LOA) Employment of Temporary Foreman

ARTICLE 1 **PREAMBLE**

The Agreement, hereinafter referred to as the **Agreement**, is entered into between the Municipal Building Commission, hereinafter called the **Employer**, and the Minneapolis Building and Construction Trades Council, AFL-CIO, including its affiliated local unions, hereinafter called the **Union**. The Parties hereto agree as follows:

ARTICLE 2 **RECOGNITION**

Section 2.01 - Definition of Bargaining Unit and Recognition of Union

In accordance with the *Certification of Exclusive Representative* issued by the Bureau of Mediation Services in BMS Case No. 85-PR-587-A, and the subsequent agreements of the Parties, the Employer recognizes the Union as the exclusive representative for the following unit of Municipal Building Commission employees under the Minnesota *Public Employment Labor Relations Act (Minnesota Statutes, Chapter 179 A)*:

All building and construction trades employees who are *public employees* within the meaning of *Minnesota Statutes §179A. 03, Subd. 14*, excluding *supervisory* and *confidential* employees within the meaning thereof, temporary employees as defined in this Agreement and all other employees.

Section 2.02 - Representatives of the Parties

The Union recognizes the Employer's Building Manager or the Building Manager's designee as the representative of the Employer and the Employer recognizes the Union's Business Manager or the Business Manager's designee as the representative of the Union. The Parties shall meet and negotiate exclusively with such representatives, except as may be otherwise specifically provided in this Agreement. No agreement establishing *terms and conditions of employment* within the meaning of *Minnesota Statutes Chapter 179A* shall be recognized unless the signature of the Parties' designated representatives is affixed thereon.

Section 1.04 - Union Stewards

The Union may designate certain bargaining unit employees to act as stewards and shall certify to the Employer, in writing, their names. In the event that the Union is unable or unwilling to appoint a permanent employee as a Steward, the Union shall have the right to appoint a temporary employee as a Steward. He/she shall be allowed to perform his/her steward functions and shall have lay-off protection until and if he/she is the last temporary employee in that specific Trade employed by the MBC. The Employer agrees to recognize such representatives, subject to the following:

Subd. 1. Number of Stewards

The Union may designate one (1), but no more than one (1), steward on each shift for each of the Employer's principal work areas from among those employees who work therein.

Subd. 2. Activities of Stewards

Designated and certified stewards shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause.

ARTICLE 3
UNION SECURITY

Section 3.01 - Union Dues Payroll Deductions

Subd. 1. Payroll Deductions

Once each month the Employer shall deduct from the wages of all bargaining unit employees who have authorized such deductions in writing an amount sufficient to provide the payment of regular dues and/or *fair share fees* established by the Union and certified to the Employer in writing. The Employer shall remit such deductions monthly to the person designated by the Union or its affiliated local unions along with a list of the names of the employees from whose wages deductions were made.

Subd. 2. Hold Harmless

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 section.

Section 3.02 - Grievance Representatives of the Union

Business representatives of the Union and its affiliated local unions may, with the concurrence of the Employer, come on the premises of the Employer for the purpose of investigating and presenting grievances and conducting other official Union business. The Employer shall recognize such persons as the exclusive grievance representatives of the Union. The Union may use available Employer facilities for Union business with the Employer's prior approval.

Section 3.03 - Bulletin Boards

The Union may use designated bulletin boards for the purpose of posting notices of Union meetings and related official business. Items which reflect negatively on the Union, employees, or the Employer shall not be posted. All posted materials must be signed by an authorized Union representative.

Section 3.04 – Pipe Trades Services MN Pension Fund

The Employer and the Union will explore the feasibility and process necessary to implement the language and contributions required that would allow employees represented by Minneapolis Building and Construction Trades Council, Building Trades Unit, for each journeyman employee in the specific classifications of Plumber, Plumber/Welder, Foreman/Plumber, Foreman Plumber Master, Pipefitter, Foreman/Pipefitter to participate in the Pipe Trades Services MN Pension Fund. Upon mutual consent to the above, and at the request of the Union, the Employer agrees it will modify the language and financial terms of the Agreement as it pertains to Building

Trades, Trades Unit represented employees in order to implement the required contributions.

The Employer and the Union explored the feasibility and processes necessary for implementation of the language and contributions required for employee participation in the Pipe Trades Services MN Pension Fund. The Employer and the Union determined that it was in the best interests of the employees to reduce their wages in order to allow Union members to participate in the Pipe Trades Services MN Pension Fund. The parties agree that the amount, which would otherwise be paid in salary or wages will be contributed instead to the Pipe Trades Services MN Pension Fund as *pre-tax employer contributions*. The Pipe Trades Services MN Pension Fund is a supplemental pension fund authorized by Minnesota Statutes, Section 356.24, Subdivision 1(8) (2001). Employee wage reductions are the sole source of contributions to the Pipe Trades Services MN Pension Fund.

At the request of the Union, a pension contribution of two dollars and thirty three cents (\$2.33) per hour for each straight time hour paid to a maximum of 2080 hours or \$5000.00 per employee per year. The Employer shall pay this contribution directly to the Pipe Trades Services MN Pension Fund. The Union agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action or not taken in reliance on the specific provisions of this section or which are taken or not taken at the request of the Union. This hold harmless clause does not hold the employer harmless for failing to electronically transfer the agreed upon contributions in the absence of the failure of the systems involved in the receipt or disbursement of the electronic transfers.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.01 – Retained Rights

Except where modified or restricted by the express, written provisions of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer. The Employer's failure to exercise any right, prerogative or function hereby reserved to it or the Employer's exercise of any such right, prerogative or function in a particular way, will not be construed as a waiver of the Employer's right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express written provisions of this Agreement. Any *terms and conditions of employment* within the meaning of *Minnesota Statutes Chapter 179A*, which are not established by the express, written provisions of this Agreement will remain with the Employer to establish, modify or eliminate by unilateral administrative action. Nothing in this Agreement will be construed as a limitation on any matter of *inherent managerial policy* within the meaning of *Minnesota Statutes Chapter 179A*.

Section 4.02 - Contracting

Nothing in this Agreement shall prohibit or restrict the right of the Employer to contract with vendors or others for materials or services. The Employer shall provide the Union with Forty-five (45) days' written notice prior to the effective date of any subsequent or privatization agreement which may have an adverse effect on bargaining unit employees. At the request of the Union, the Parties shall meet and negotiate in an effort to minimize the adverse effects of the Employer's decision upon affected bargaining unit employees.

Section 4.03 - Bargaining Unit Work Assignments

Except where governed by applicable code, license, statute, regulation or ordinance, the Employer retains its basic right under *Minnesota Statutes Chapter 179A* to assign and direct work. Such work assignments and directives are not subject to review under the grievance or arbitration provisions of this Agreement. Nothing in this Agreement shall be construed as a prohibition against supervisory performance of bargaining unit work provided no regular full-time bargaining unit employee is terminated or laid off as a result.

ARTICLE 5 **SENIORITY**

Section 5.01 - Seniority Defined

Seniority is defined as an employee's continuous length of service for the Employer from the most recent date of employment, reemployment or reinstatement.

Section 5.02 - Uses of Seniority

Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:

Subd. 1. Layoff

In the event the Employer acts to reduce the size of the work force in any job classification within the scope of the bargaining unit, temporary employees within the involved classification, if any, shall be the first to be released from employment. Regular employees may then be released from employment in the order of seniority provided the Employer's remaining workforce is qualified to perform the required work. The Employer shall issue written notice of layoff or recall from layoff to affected employees at least fifteen (15) calendar days in advance of the effective date. Such notice shall be made by certified mail to the employee's last known address as shown by the Employer's records except when such employees are present at the work site to receive the notice in person.

Subd. 2. Recall From Layoff

Laid off employees shall be eligible for recall to employment in the job classification from which they were laid off during the thirty-six (36) calendar month period immediately following the layoff. Recall from layoffs shall be by order of seniority within the affected job classification. Employees who do not return to work when recalled by the Employer, shall be considered to have terminated their employment.

Section 5.03 - Promotional Probationary Periods

Notwithstanding all other provisions of this Agreement which may be construed to the contrary, the Employer reserves the right, within its sole and exclusive direction, to return newly promoted employees to their previously held job classification during a *promotional probationary period* which shall not exceed six (6) calendar months in duration.

No action taken to return a promoted employee to their previous job classification during probation shall be subject to review under the grievance and arbitration provisions of this Agreement.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.01 - Grievance Defined

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.

Section 6.02 - Grievance Procedure

Grievances, as herein defined, shall be processed in the following manner:

Subd. 1. Informal

An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall discuss the matter with the Employer's Operations Manager in an effort to avoid a formal grievance.

Subd. 2. Formal

If the matter is not satisfactorily resolved in Step 1 and the employee and the Union wish to file a grievance, it shall be filed, in writing, with the Building Manager or the Manager's designated representative within twenty (20) calendar days after the first occurrence of the event giving rise to the grievance. The grievance shall be signed by the employee and the Union's grievance representative and it 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 Building Manager or the Manager's designated representative, shall discuss the grievance the Union within twenty (20) calendar days after the date presented at a time mutually agreeable to the Parties. If the grievance is resolved as a result of such discussions, the settlement shall be reduced to writing and signed by the Building Manager or the Manager's designated representative and the Union's grievance representative. If no settlement is reached, the Building Manager or the Manager's designated representative, shall provide a written answer to the Union's grievance representative at or prior to the expiration of the twenty (20) calendar day period.

Section 6.03 - Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within twenty (20) calendar days after the Union's receipt of the Employer's written answer in Subd. 2, Section 6.03 (*Formal*) of this article. The Parties may mutually agree upon an arbitrator to hear and decide the dispute. If, however, the Parties are unable to so agree, either of them may request the Bureau of Mediation Services, State of Minnesota, to provide a list of seven (7) qualified arbitrators. The Employer and the Union shall alternately strike names from the list until only one (1) name remains; that of the selected arbitrator. Unless the Parties agree to the contrary, the Party who strikes the first name from the list shall be determined by the flip of a coin. 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 employee, the Union representative and the Employer of his/her decision as soon as possible following the close of the hearing or submission of briefs by the Parties, whichever is later. The fees and expenses for the Arbitrator's service 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 witness. If one of the Parties 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 Parties, 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 mutual written agreement, agree to submit more than one (1) grievance to the Arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

Section 6.04 - Time Limits

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 and the Union may elect to treat the grievance as denied at that step and 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 7
NO STRIKE - NO LOCKOUT

Section 7.01 - Strikes Prohibited

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 7.02 - Lockouts Prohibited

No lockout shall be instituted by the Employer during the life of this Agreement provided Section 7.01 (*Strikes Prohibited*) of this article is not violated by employees or the Union.

ARTICLE 8
WORK SCHEDULES/PREMIUM PAY

Section 8.01 - General

This article is intended only to define the normal hours of work for payroll purposes only 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 8.02 - Payroll Period Defined and Hours of Work

A payroll period shall consist of eighty (80) hours of *on duty* time within a fourteen (14) calendar day period. Employees shall normally be on duty within the meaning of this section for an eight (8) hour period each regularly scheduled or full overtime work day, which shall be interrupted by a forty-five (45) minute meal period the first thirty (30) minutes of which shall be without pay and the last fifteen (15) minutes of which shall be with pay. Each full work shift shall include two (2) paid relief periods of fifteen (15) minutes each in duration. One (1) additional fifteen (15) minute relief period with pay shall be granted for each two (2) hours of overtime work and one (1) additional thirty (30) minute meal period without pay shall be granted for each four (4) hours of overtime work when such overtime work is continuous with an employee's regular work shift. The Employer shall determine the times of all meal and relief periods and the location(s) where they may be taken. The normal work schedule shall be Monday through Friday.

Section 8.03 - Overtime Work and Pay

Employees may be required to work a reasonable amount of overtime on a scheduled or unscheduled basis. Employees shall not, however, work overtime unless they have been directed to do so by their immediate supervisor or his/her designee. For purposes of this Agreement, the term *overtime* shall be defined as hours of work (including all hours for which compensation was paid) which exceed forty (40) in any work week or eight (8) in any work day.

On Call Status: Employees may be assigned and scheduled to “on-call” status on weekday nights and over weekend periods at the discretion of the Employer. Employees assigned to “on-call” status will be required to respond within one hour. Employees assigned to “on-call” status will be compensated as follows:
\$35.00/day for each weekday and \$45.00/day for each weekend.

If Employee is called back the “on-call” pay is forfeited and the premium rates listed below apply.

Subd. 1. Overtime and Premium Pay

Unless employees elect to be paid pursuant to the provisions of Subd. 2 (*Compensatory Time Option*) of this section, they shall be paid for all overtime work as follows:

I. All hours over eight (8) hours in any work day shall be compensated at one and one-half (1 1/2) times the employee’s regular hourly rate.

II. All hours over forty (40) hours in any work week shall be compensated at one and one-half (1 1/2) times the employee’s regular hourly rate.

III. All hours on any recognized holiday shall be compensated at one and one-half (1 1/2) times the employee’s regularly hourly rate in addition to the holiday pay to which the employee is also entitled.

IV. All hours on Sunday shall be compensated at two (2) times the employee’s regular hourly rate.

V. When overtime on an emergency call back basis is necessary, employees shall be guaranteed four (4) hours’ pay at their regular hourly rate or they shall be paid at two (2) times their regular rate for the hours they actually work. whichever is greater. No compensation for travel time shall be provided.

Section 8.04 - Pyramiding and Duplication Prohibited

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement.

**ARTICLE 9
HOLIDAYS**

Section 9.01 - Eligibility

Regular employees shall be entitled to compensated time off for designated holidays, provided the employee has been compensated for the entire work day immediately preceding the holiday and the entire work day immediately following the holiday.

Section 9.02 - Holidays Defined

Designated *holidays* shall be one (1) normal work shift in duration and are identified as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Day after Thanksgiving
Christmas Day	December 25
Personal Business Day (1)	

When a holiday, as designated in this article, falls on Sunday, the following Monday shall be considered the official holiday. When such holiday falls on Saturday, the preceding Friday shall be considered the official holiday.

Section 9.03 - Holidays During Vacations and Sick Leave

Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

Section 9.04 - Religious Holidays

Employees may observe a religious holiday on days which do not fall on Sunday or a legal holiday. Such days shall be taken off without pay unless 1) the employee has accumulated vacation and/or annual leave benefits available in which case the employee shall be required to take such days off as vacation and/or annual leave, or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the Employer at least ten (10) days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) day requirement if the Employer determines that absence of such employee will not substantially interfere with its operation.

ARTICLE 10 VACATIONS

Section 10.01 - Eligibility

Regular full-time employees shall be eligible for vacation leave benefits at their current base pay rate except newly employed, reemployed or reinstated employees, who shall not be eligible to utilize vacation benefits during the first six (6) months of employment.

Section 10.02 - Accruals

Employees shall accrue vacations (i.e., their vacations shall be calculated) on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year.

Benefits may be cumulative up to and including two hundred eighty (280) hours. Accrued benefits in excess of two hundred eighty (280) hours shall not be recorded and shall be considered lost. Employees shall not be permitted to take vacations in excess of their current accrual balances.

Section 10.03 - Vacation Accrual Schedule

Electrical Trade Group and Plumber Foreman employees who remain with the Union Benefit program shall accrue vacation benefits in accordance with the following schedule:

<u>Continuous Service</u>	<u>Annual Accrual Rates</u>
Less than seven (7) years	96 Hrs (12 days)
Seven (7) years or more, but less than fifteen (15) years	128 Hrs (16 days)
Fifteen (15) years or more, but less than twenty (20) years	168 Hrs (21 days)
Twenty (20) years or more	208 Hrs (26 days)

Carpenter, Painter, Plumber, Pipefitter Apprentice, and all Trade Group employees hired after May 1, 2006 and participate in the MBC's Benefit program shall accrue vacation benefits in accordance with the following schedule:

<u>Continuous Service</u>	<u>Annual Accrual Rates</u>
One through Four (1-4) years	96 Hrs (12 days)
Five through Seven (5-7) years	120 Hrs (15 days)
Eight through Nine (8-9) years	128 Hrs (16 days)
Ten through Fifteen (10-15) years	144 Hrs (18 days)
Sixteen through Seventeen (16-17) years	168 Hrs (21 days)
Eighteen through Twenty (18-20) years	176 Hrs (22 days)
Twenty One or more years	208 Hrs (26 days)

Section 10.04 - Vacation Scheduling

All vacations shall be scheduled by mutual agreement between employees, their foreman and the Employer's Operation Manager. All vacations must be approved in advance by the Employer before they are taken. Vacation requests shall normally require a minimum advance notice of forty-eight (48) hours, they shall be considered on a *first come-first served* basis and they shall not be approved for periods of less than four (4) hours. The Employer reserves the right to determine the maximum number of employees to be scheduled on vacation at any one time. Vacation requests, once approved, shall not normally be canceled except for business reasons or needs which cannot reasonably be met in any other way.

Section 10.05 - Vacation Pay at Termination

Upon the termination of employment, regular employees shall be paid their unused accumulated vacation as a severance payment. Vacation severance shall be paid at the employee's base pay rate at the time of termination.

Section 10.06 - Use of Vacation Leave Benefits as Sick Leave

Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted by a long-term, continuous sick leave absence. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

ARTICLE 11 **SICK LEAVE**

Section 11.01 - Sick Leave Accruals

Sick leave shall be earned by regular full-time employees at the rate of eight (8) hours for each full month of service. Sick leave pay benefits shall be calculated on a direct proportion basis for all hours of credited work time other than overtime. Sick leave benefits shall only accrue when an employee is on compensated regular hours or, in accordance with state and federal laws, is on approved military leave.

Section 11.02 - Utilization of Accrued Sick Leave Benefits

Accumulated sick leave benefits may be used under the circumstances and conditions described below:

- a. When employees are unable to work because they are ill or injured, sick leave benefits may be used to the extent available.
- b. When an employee's dependent child is ill or injured and requires the employee's care or attendance, sick leave benefits may be used for reasonable periods of time.
- c. When an employee's spouse or parent who resides in the employee's household is ill or injured and requires the employee's care or attendance, sick leave benefits may be used for periods not to exceed two (2) days.
- d. When an employee is unable to obtain routine dental or medical care for themselves during off duty hours, (I) up to two (2) hours of sick leave may be used at the beginning or at the end of the employee's scheduled work shift or (II) the first full half or the last full half of the employee's scheduled work shift may be used. Absences at other times for such purposes shall not be approved.

Sick leave usage shall be subject to approval and verification by the Employer who may, upon three (3) consecutive days absence, or after the sporadic use of sick leave on twelve (12) days in any calendar year, require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the Employer deems necessary, as provided in the article herein entitled *Fitness for Duty*. The patterned use of sick leave benefits may also require the submission of such reports for absences of less than three (3) days duration at the discretion of the Employer.

Section 11.03 - Sick Leave Pay Rate

Sick leave benefits when authorized shall be paid at the employee's current base pay rate.

Section 11.04 - Notification Required

To be eligible for sick leave payment, employees must notify their foreman or the foreman's designee as soon as possible but not later than the starting time of the scheduled shift. This notice may be waived if employees can conclusively establish that they could not reasonably have been expected to comply with this requirement because of circumstances beyond their control.

Section 11.05 - Medical Leaves of Absence

An employee who because of illness or injury, has exhausted all sick leave benefits, may be granted a medical leave of absence without pay. An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the Employer. If the employee fails to furnish conclusive evidence that the absence from duty is necessary or if the employee fails to undergo an evaluation or furnish a medical report as requested by the Employer in accordance with the article herein entitled *Fitness for Duty*, the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the article herein entitled *Absence Without Leave*.

Section 11.06 - Sick Leave at Termination

All sick leave that has been accumulated by an employee shall be canceled upon the termination of employment subject only to the express provisions of the article herein entitled *Sick Leave Credit Pay and Severance Pay Plans*.

ARTICLE 12

SICK LEAVE CREDIT PLAN AND ACCRUED SICK LEAVE RETIRMENT PLAN

Section 12.01 - Annual Sick Leave Credit Plan

An employee who satisfies the eligibility requirements of this Section, shall be entitled to make an election to receive payment for sick leave accrued but unused under the terms and conditions set forth below.

- (a) **Eligibility.** An employee who has an accumulation of sick leave of sixty (60) days or more on December 1 of each year (hereafter an "Eligible Employee") shall be eligible to make the election described below.
- (b) **Election.** On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that will be accrued during the calendar year immediately following the election (the "Accrual Year"). The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31,

he/she shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year.

(c) Payment. Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:

- i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.
- ii. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.
- iii. *At Least One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

(d) Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the Eligible Employee's sick leave bank at the time payment is made.

(e) Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under paragraph (c) to a deferred compensation plan or other tax qualified plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

Section 12.02 - Accrued Sick Leave Retirement Plan

Employees who retire from positions in the qualified service and who meet the requirements set forth in this article shall be paid in the manner and amount set forth herein.

(a) Payment for accrued but unused sick leave shall be made only to retired former employees who:

- i. have separated from service; and
- ii. as of the date of retirement had accrued sick leave credit of no less than sixty (60) days; and
- iii. as of the date of retirement had:
 1. no less than twenty (20) years of qualified service as computed for retirement purposes, or
 2. who have reached sixty years of age, or
 3. who are required to retire early because of either disability or having reached mandatory retirement age.

(b) When an employee having no less than sixty (60) days of accrued sick leave dies prior to retirement, he/she shall be deemed to have retired because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

(c) The amount payable to each employee qualified hereunder shall be one-half ($\frac{1}{2}$) the daily rate of pay for the position held by the employee on the day of retirement, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

(d) Effective November 29, 2005 and thereafter, 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of retirement.

(e) If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the payment shall be made to the beneficiary entitled to the proceeds of his or her Employer group life insurance policy or to the employee's estate if no beneficiary is listed.

ARTICLE 13
LEAVES OF ABSENCE

Section 13.01 - General Administration

Written requests for leaves of absence shall be made by employees prior to the beginning of the absence. Unless otherwise provided for by statute, all leave of absence requests shall be considered on a case-by-case basis and may be granted or denied by the Employer at its sole discretion. All leaves, to be effective, must be approved by the Employer in advance. Upon application by an employee, leaves of absence may be extended or renewed at the discretion of the Employer. Authorization for or denial of a requested leave of absence without pay of more than ten (10) working days duration shall be furnished to the employees in writing by the Employer within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the Employer.

Subd. 1. Deductions from Leave Accumulations

Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deductions shall be made from leave accumulations for holidays or non-work days falling within such leave with pay.

Subd. 2. Effect on Benefits

Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. Employees who are granted leave without pay, will not be credited with vacation pay, sick leave or other benefits with the exception of approved military leave.

Subd. 3. Cancellation

All leaves of absence without pay shall be granted with the understanding that the Employer may cancel the leave upon two (2) weeks' notice for business reasons or needs which cannot reasonably be met in any other way. Military leave, Union business leave or educational leave shall not be subject to such cancellation. Notwithstanding the above, the Employer, upon prior notice to the employee, may cancel any approved leave of absence at any time the Employer has evidence that the employee is using the leave for purposes other than those specified at the time of approval.

Subd. 4. Reinstatement after Leave

Any employee returning from an approved leave of absence as provided for by this article who has complied with all the conditions upon which the leave was approved shall be reinstated in the position held at the time the leave was granted if the leave was for a period of less than six (6) months duration, or in the event the position held at the time the leave was granted has been filled or abolished, the employee shall be

reinstated to a vacant position for which qualified in the class, bargaining unit and department from which leave was granted. In the event no vacancy exists in the involved job classification, the employee may either exercise Municipal Building Commission seniority to replace the least senior employee in the bargaining unit provided the employee is qualified to perform the work of the less senior employee, or, if mutually agreeable to the employee and the Employer, be placed on the layoff list for the involved job classification.

Subd. 5. Pay Upon Reinstatement

The salary rate for an employee reinstated following the leave of absence shall be the rate the employee held at the time the leave was granted or such rate as adjusted by a general adjustment to the class.

Subd. 6. Absence Without Leave

Any absence of an employee from scheduled duty that has not been previously authorized by the Employer may be deemed an absence without leave. Employees absent without leave will be subject to disciplinary action and employees absent without leave for three (3) consecutive days may be deemed to have resigned their employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the Employer that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.

Subd. 7. Effect on Workers' Compensation Benefits

Any employee who by reason of sickness or injury receives workers' compensation benefits may retain the workers' compensation benefits and request to be placed on a medical leave of absence without pay, or retain the workers' compensation benefit and receive from the Employer any available earned accumulated sick leave, vacation leave, or other accumulated leave benefit. The total weekly compensation including leave and workers' compensation benefits shall not exceed the regular weekly base rate of an employee.

Section 13.02 - Leaves for Union Business

Where applicable, employees may be granted a leave of absence for purposes of Union business in accordance with the provisions of *Minnesota Statutes* Chapter 179A.

Section 13.03 - Funeral Leave

A leave of absence with pay shall be granted in the event an employee in the classified service suffers a death in his/her immediate family in accordance with the following:

A leave of absence of three (3) working days shall be granted in conjunction with the death or funeral of an employee's parent, stepparent, spouse, *registered domestic*

partner within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, stepchild, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, grandparent or great grandparent or grandchild, or great grandchild, members of employees' households. Bereavement Leave may be used intermittently; however, the three (3) working days must be used within five (5) working days from the time of death or funeral unless an extension is required for individually demonstrated circumstances. For purposes of this subdivision, the terms *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances.

Section 13.04 - Military Leave of Absence

Subd. 1. Military Leaves Without Pay

In accordance with the requirements and provisions of state and federal laws, employees shall be entitled to military leaves of absence without pay for services in the armed forces of the United States and reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service and shall be authorized only as long as employee is in the service as required by government.

Subd. 2. Military Reserve Training

In accordance with state and federal laws, employees who are members of any reserve component of the military forces of the United States required by official military orders or related authority to attend military reserve training shall receive full wages at their current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) working days per calendar year.

Section 13.05 Jury and Court Duty

After due notice to the Employer, employees subpoenaed to serve as a witness or called and selected for jury duty, shall be allowed their regular compensation at their current rate for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If employees are excused from jury duty prior to the end of their work shift, they shall return to work as directed by the Employer or make arrangements for a leave of absence. Any absence whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this section and shall be charged against accumulated leave or be without pay.

Section 13.06 - Family and Medical Leaves

Subd. 1. General

Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* and the regulations promulgated thereunder which shall govern employee rights and obligations as to family and medical leaves, wherever they may conflict with the provisions of this subdivision, leaves of absence without pay of up to twelve (12) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

- (1) for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,
- (II) when they are unable to perform the functions of their positions because of temporary sickness or disability, and/or
- (III) when they must care for their parent, spouse, who has a serious medical condition.

Subd. 2. Eligibility

Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and they must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the Employer will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in clauses (I) and (III) above.

Subd. 3. Notice Required

Employees must give thirty (30) calendar days notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

Subd. 4. Intermittent Leave

If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child or parent who has a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.

Subd. 5. Medical Certification

The Employer may require certification from an attending health care provider on a form it provides. The Employer may also require second medical opinions in accordance with the provisions of the *Family and Medical Leave Act of 1993*.

Subd. 6. Relationship Between Leave and Accrued Paid Leave

Employees may use accrued vacation, sick leave or compensation time while on leave. The employee may elect to substitute any accrued paid leave during an approved FMLA leave. The use of such benefits will not affect the maximum allowable duration of approved medical leave.

Subd. 7. Reinstatement

Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 13.01 (*Leaves of Absence, General Administration*) of the Agreement.

Section 13.07 - School Conference and Activities Leave

Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or child care provider conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

Section 13.08 - Bone Marrow Donor Leave

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave-of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion..

Section 13.09 - Absences Due to Inclement Weather

The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Official closure announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-AM radio (830 kHz) and/or other suitable public media. Employees shall be permitted to draw upon accumulated vacation or sick leave benefits or accumulated compensatory time, at their option, to the full extent of the lost compensation due to such closures.

Section 13.10 - Time Off to Vote

Employees who are entitled to vote in any statewide general election or at any election to fill a vacancy in the office of representative in Congress, may absent themselves from work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided prior arrangements for the absence have been made with the Employer. Any employee making a claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action. The Employer reserves the right to schedule requested time off under the provisions of this section.

Section 13.11 - Time Off for Testing

Employees who have applied for promotional or transfer opportunities are scheduled to participate in an examination process scheduled during the employee's work time will be granted time off for such purpose if the Employer determines its services will normally be scheduled to make up the time either before or after the absence provided the makeup time shall not qualify the employee for any premium compensation for which the employee would not otherwise have been eligible. If the Employer determines it is not practical to arrange for the for the time to be made up, the employee shall use earned leave for the absence or, if not available, take it without pay.

ARTICLE 14 **INSURANCE**

Section 14.01 – Medical, Dental and Life Insurance

**Subd.: 1. The Carpenter, Electrician, Painter, Plumber, Pipefitter
Apprentice Trades Groups shall be offered the Employer's Benefit
Program.**

All Trades Groups, including but not limited to Carpenter, Electrician, Painter, Plumber, and Pipefitter shall be offered the Employer's Benefit Program.

Health Insurance:

Eligible employees and their dependants may be enrolled in one of the health plans offered by the Employer during an open enrollment period conducted once each year.

The Employer shall contribute the amounts specified pursuant to the attached Letter of Agreement, hereby incorporated into this contract.

Employees, by authorized payroll deduction, shall be required to pay the difference between the Employer's monthly contribution and the providers required monthly premium.

Dental, Basic Life and Long Term Disability Insurance:

Eligible employees and their dependants may be enrolled in the dental, basic life insurance and long term disability plans offered by the Employer during open enrollment conducted once each year.

The Employer shall pay 100% (one hundred percent) of the required premiums for the dental, basic life insurance and long term disability plans.

Subd. 2. Current Electrical Foreman

Health Insurance:

Eligible employees and their dependants shall be considered non-benefit eligible employees with respect to the MBC Benefit Program. In lieu of providing insured benefits through Employer-sponsored plans, the Employer shall contribute to the appropriate jointly trusted health and welfare trusts funds (for health, life and/or dental insurance plans only) on behalf of each employee in the group.

The Employer shall contribute the amounts specified pursuant to the attached Letter of Agreement, hereby incorporated into this contract.

Employees, by authorized payroll deduction, shall be required to pay the difference between the Employer's monthly contribution and the trust's required monthly contribution, if any.

Employees within this group shall not be permitted entry into the health insurance/HMO/life insurance plans selected and offered by the Employer except by group application with the approval of the multi-employer group's Board of Governors and all involved providers.

Dental, Basic Life and Long Term Disability Insurance: The Employer shall not provide dental, basic life and long term disability insurance.

Section 14.02 - MinneFlex

Only those Employees who participate in the MBC's benefit program shall be provided an opportunity to participate in the Employer's MinneFlex Plan - a qualified plan which provides special tax advantages to employees under IRS Code Section 125. The Plan Document shall control all questions of eligibility, enrollment, claims and benefits.

ARTICLE 15 WORK RULES

The Employer reserves the right to promulgate, and change from time to time, work rules which do not conflict with the express provisions of this Agreement. The Union shall be provided with a copy of any policies or work rules formally published by the Employer.

ARTICLE 16 EDUCATIONAL ASSISTANCE

Where courses are required and certified by the Employer as essential to current job performance, the Employer shall grant one hundred percent (100%) reimbursement for tuition, required fees and required study materials.

ARTICLE 17 FITNESS FOR DUTY

Section 17.01 - General

When questions exist regarding appropriate leave administration or work safety, the Employer may require employees to undergo a medical evaluation to determine fitness for the performance of duties. When the Employer requires an evaluation or report from a medical authority, either the employee's personal or treating authority or the medical authority of the Employer's selection, the Employer shall pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to employees by the Employer. The Employer shall also compensate involved employees at their base pay rate for all regularly scheduled work time required by the evaluation.

Section 17.02 - Drug and Alcohol Testing

No employee shall be tested for drugs and/or alcohol except pursuant to the provisions of the Employer's *Drug and Alcohol Testing Policy* which is attached hereto and made a part of this Agreement.

ARTICLE 18 **DISCIPLINE**

Section 18.01 - Discipline for Just Cause

The Employer will discipline employees only for just cause. Discipline, when administered, will be in one or more of the following forms: oral or written reprimand, suspension, discharge or disciplinary demotion.

Section 18.02 - Appeals

Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of regular employees may be appealed under the grievance and arbitration provisions of this Agreement.

Section 18.03 - Union Representation

Employees will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. When mutually agreeable, the Union shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure throughout the arbitration step if deemed necessary.

ARTICLE 19 **NO DISCRIMINATION**

In the application of this Agreement's terms and provisions, no bargaining unit employee shall be discriminated against in an unlawful manner as defined by applicable city, state and/or federal law or because of an employee's political or Union affiliation or activities. The Parties to this Agreement recognize that *sexual harassment* as defined by city, state and/or federal regulations is unlawful discrimination within the meaning of this article.

ARTICLE 20

COLLECTIVE BARGAINING

Section 20.01 - Complete 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.

Section 20.02 - Separability and Savings

This Agreement is subject to applicable federal, state and local laws. 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 provisions shall be voided. All other provisions shall continue in full force and effect.

Section 20.03 - Labor-Management Committee

The Employer and the Union shall each appoint three (3) representatives to a standing Labor-Management Committee which shall meet on a regularly scheduled basis in an effort to identify and facilitate the implementation of policies and practices which improve the quality and efficiency of the Employer's operation and for the additional purpose of maintaining an effective relationship between all people in the Employer's organization at all levels and with its clients. The Committee shall not negotiate terms and conditions of employment and it shall not serve as a substitute for the grievance or arbitration procedures outlined elsewhere in this Agreement.

**ARTICLE 21
SAFETY**

21.01 Safety Shoe Expense Reimbursements

Employees who are required by the Employer to wear safety shoes as a condition of employment shall be eligible to participate in the Employer's Safety Shoe Expense Reimbursement Program. Such program shall provide an accrual of one hundred dollars (\$100.00) per year for each year of the contract, with a cap on annual reimbursement of up to two hundred dollars (\$200.00) for the purchase or repair of approved safety shoes. Employees shall be required to submit adequate proof of purchase or repair before reimbursements are made. This does not apply to temporary employees.

**ARTICLE 22
TERM OF AGREEMENT**

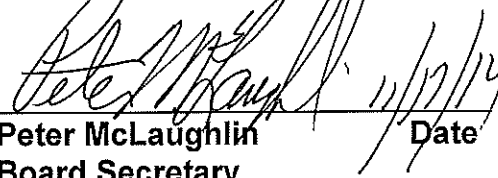
21.02 Term of Agreement

This Agreement shall be in full force and effect from May 1, 2013 through April 30, 2015 and shall be automatically renewed from year to year thereafter unless either Party shall notify the other, in writing, ninety (90) calendar days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement. In witness thereof the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below.

SIGNATORY PAGE

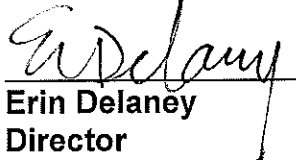
NOW THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives who signatures appear below:

FOR THE MUNICIPAL BUILDING COMMISSION


Peter McLaughlin Date
Board Secretary

FOR THE MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO:


Dan McConnell 11/12/2014
Business Manager Date


Erin Delaney 11/13/14
Director Date

ATTACHMENT A: BUILDING TRADES WAGES

Minneapolis Building and Construction Trades Council, AFL-CIO, Building and Construction Trades Unit

Hourly cash wage rates increase 2.5% in 2014 and 2015.

Hourly Cash Wage Rates (includes foreman rates)

Job Code	Job Title	May 1, 2012 to April 30, 2013	May 1, 2013 to April 30, 2014	May 1, 2014 to April 30, 2015
B31030	Carpenter	\$32.74	\$33.56	\$34.40
B31130	Foreman Carpenter	\$34.49	\$35.31	\$36.15
B31110	Electrician	\$38.69	\$39.66	\$40.65
B31140	Foreman Electrical	\$41.69	\$42.66	\$43.65
B31200	Painter	\$31.49	\$32.28	\$33.09
B31190	Foreman Painter	\$32.99	\$33.78	\$34.59
B31220	Pipefitter	\$36.79	\$37.71	\$38.65
B31150	Foreman Pipefitter	\$39.49	\$40.41	\$41.35
B31230	Plumber	\$36.24	\$37.15	\$38.08
B31152	Foreman Plumber	\$38.55	\$39.45	\$40.37

Hourly Foreman Rates (reference only)

Job Code	Job Title	May 1, 2013 to April 30, 2015
B31130	Foreman Carpenter	\$1.75
B31140	Foreman Electrical	\$3.00
B31190	Foreman Painter	\$1.50
B31150	Foreman Pipefitter	\$2.70
B31152	Foreman Plumber	\$2.60

The foreman rates are included in the hourly cash wage rates.

ATTACHMENT "B"

LETTER OF AGREEMENT (LOA) REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

1. **PURPOSE STATEMENT** - Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the Municipal Building Commission and to the public. To reduce those risks, the MBC has adopted this LOA concerning drugs and alcohol in the workplace. This LOA establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

This drug and alcohol testing LOA is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (Minnesota Statutes §181.950 through 181.957), as well as the requirements of the federal *Drug-Free Workplace Act of 1988* (Public Law 100-690, Title V, Subtitle D) and related federal regulations. Nothing in this LOA shall be construed as a limitation upon the Employer's obligation to comply with federal law and regulations regarding drug and alcohol testing.

The MBC Human Resources Director is directed to develop and maintain procedures for the implementation and ongoing maintenance of this LOA and to establish training on this LOA and applicable law.

2. **WORK RULES**

- A. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a legitimate medical reason or when approved by the Employer as a proper law enforcement activity.
- B. No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a legitimate medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper law enforcement activity.
- C. No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.
- D. As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.
- E. As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.
- F. Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or

local health, law enforcement, or other appropriate agency.

- G. The Employer shall notify the granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

3. PERSONS SUBJECT TO TESTING

Unless otherwise specified, all employees are subject to testing under applicable sections of this LOA. However, no person will be tested for drugs or alcohol under this LOA without the person's consent. The Employer can request or require an individual to undergo drug or alcohol testing **only under the circumstances described in this LOA.**

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

- A. **Reasonable Suspicion Testing.** The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences drawn from those facts) related to the performance of the job that the employee:

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or
2. Has used, possessed, sold, purchased or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment; or
3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or
4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol.

Whenever it is possible and practical to do so, more than one Agent of the Employer shall be involved in reasonable suspicion determinations under this LOA.

- B. **Treatment Program Testing** – The employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this LOA or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that he/she will be subjected to Treatment Program Testing.

- C. **Unannounced Testing by Agreement.** The employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written “last-chance” agreement between the Employer and employee’s collective bargaining representative.
- D. **Testing Pursuant to Federal Law.** The employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this LOA that federal law preempts both state drug and alcohol testing laws and MBC policies and agreements. If this LOA conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this LOA, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

5. REFUSAL TO UNDERGO TESTING

- A. **Right to Refuse** - Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.
- B. **Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.
- C. **Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.
- D. **Failure to Provide a Valid Sample with a Certified Result** – Includes but is not limited to: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

6. PROCEDURE FOR TESTING

- A. **Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the Employer's *Drug and Alcohol Testing LOA*, and (2) indicate consent to undergo the drug and alcohol testing.
- B. **Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.
- C. **Testing the Sample.** The handling and testing of the sample shall be conducted in the

manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions.1, 3, and 5 of that statute.

- D. **Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, subd 1. The employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this LOA and the threshold limits for each substance. In addition, the employer shall notify the unions of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.
- E. **Positive Test Results** – In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of his/her right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

7. RIGHTS OF EMPLOYEES

Within three (3) working days after receipt of the test result report from the Medical Review Officer, the Employer shall inform in writing an employee who has undergone drug or alcohol testing of:

- A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
- B. The right to request and receive from the Employer a copy of the test result report;
- C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;
- D. The right to submit information to the Employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;
- E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before

its completion;

- F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;
- G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;
- H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;
- I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;
- J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.
- K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

8. ACTION AFTER TEST

The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of requesting that an employee submit to a test or the existence of a positive test result from an initial screening test that has not been verified by a confirmatory test.

- A. **Positive Test Result.** Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a legitimate medical reason for the positive test result:

1.First Offense - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

a. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

b. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

2.Second Offense - Where an employee tests positive, and the employee has

previously participated in one program of treatment required by the Employer, the Employer may discharge the employee from employment.

B. .Suspensions and Transfers.

1. **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other MBC employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the of the results of the test, be grounds for discipline. In such circumstances, the employer may temporarily suspend the tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.
2. **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other MBC employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.
3. **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This LOA is not applicable with regard to any such determination by a law enforcement officer.

C. Other Misconduct - Nothing in this LOA limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law and the terms of any applicable collective

bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may receive a warning, a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

- D. **Other Consequences** – Other actions may be taken pursuant to collective bargaining agreements or laws.
- E. **Treatment Program Testing** – The Employer may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

9. DATA PRIVACY

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

10. APPEAL PROCEDURES

- A. Employees may appeal discipline imposed under this LOA through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure).

11. EMPLOYEE ASSISTANCE

Drug and alcohol counseling, rehabilitation, and employee assistance are available from or through the Employer's employee assistance program provider(s) (E.A.P.).

12. DISTRIBUTION

Each employee engaged in the performance of any federal grant or contract shall be given a copy of this LOA.

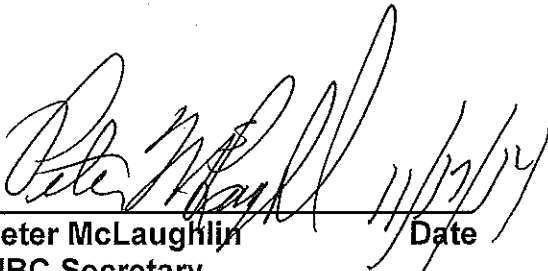
13. DEFINITIONS

- A. **Confirmatory Test** and **Confirmatory Retest** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.
- B. **Controlled Substance** means a drug, substance, or immediate precursor in Schedules I through V of [Minnesota Statute § 152.02](#).
- C. **Conviction** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
- D. **Criminal Drug Statute** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
- E. **Drug** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.
- F. **Drug and Alcohol Testing, Drug or Alcohol Testing, and Drug or Alcohol Test** mean analysis of a body component sample approved according to the standards established by the Minnesota *Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- G. **Drug-Free Workplace** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.
- H. **Drug Paraphernalia** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.
- I. **Employee** for the purposes of this LOA means a person, independent contractor, or person working for an independent contractor who performs services for the Municipal Building Commission for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.
- J. **Employer** means the Municipal Building Commission acting through a department head or any designee of the department head.
- K. **Federal Agency or Agency** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.

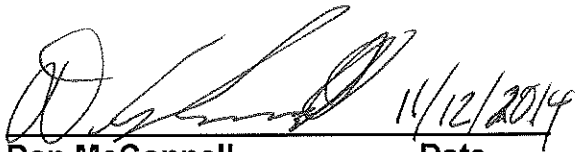
- L. **Grant** means an award of financial assistance - including a cooperative agreement - in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term *grant* includes block grant and entitlement grant programs. The term does not include any benefits to veterans or their families.
- M. **Grantee** means a person who applies for or receives a grant directly from a federal agency. The place of performance of a grant is wherever activity under the grant occurs.
- N. **Individual** means a grantee/contractor who is a natural person. This wording emphasizes that an individual differs both from an organization made up of more than one individual and from corporations, which can be regarded as a single "person" for some legal purposes.
- O. **Initial Screening Test** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.
- P. **Legitimate Medical Reason** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.
- Q. **Medical Review Officer** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.
- R. **Positive Test Result** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer pursuant to Section 6 D of this LOA.
- S. **Reasonable Suspicion** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
- T. **Under the Influence** means having the presence of a drug or alcohol at or above the level of a positive test result.
- U. **Valid Sample with a Certified Result** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

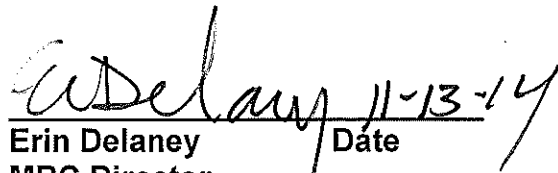
NOW, THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representatives whose signatures appear below:

FOR THE MUNICIPAL BUILDING
COMMISSION:


Peter McLaughlin Date
MBC Secretary

FOR THE MINNEAPOLIS
BUILDING AND
CONSTRUCTION TRADES
COUNCIL, (AFL-CIO)


Dan McConnell Date
Business Manager


Erin Delaney Date
MBC Director

**MUNICIPAL BUILDING COMMISSION
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING
(REASONABLE SUSPICION)
AND DATA PRACTICES ADVISORY**

I acknowledge that I have seen and read the Municipal Building Commission *Drug and Alcohol Testing LOA*. I hereby consent to undergo drug and/or alcohol testing pursuant to said LOA, and I authorize the Municipal Building Commission through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medicolegal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the Municipal Building Commission. I further understand that the results of this testing may affect my employment status as described in the LOA.

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the Municipal Building Commission test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The Municipal Building Commission or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

Name (Please Print or Type)

Social Security Number

Signature

Date and Time

Witness

Date and Time

MUNICIPAL BUILDING COMMISSION

and

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO (BUILDING AND CONSTRUCTION TRADES UNIT)**

LETTER OF AGREEMENT
MBC Benefits Program Insurance Contributions

WHEREAS, The Municipal Building Commission and the Minneapolis Building and Construction Trades Council (the Employer and the Union respectively) are parties to a Labor Agreement which is effective for the period of May 1, 2013 – April 30, 2015.

WHEREAS, the parties desire to provide quality benefits including health, dental, life insurance and long-term disability care;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows:

The employer shall contribute the following amounts toward each of the benefits plans identified below. Employer contributions as outlined below cannot be transferred or applied to any other benefit plan.

MBC Non-Benefit Earning Building Trades Employees

For purposes of this Letter of Agreement, non-benefit earning building-trades employees shall be defined as MBC building trades employees who choose to receive benefits through their respective Labor Union. The employer shall not provide any further benefits contributions other than the ones listed in this table:

January 1, 2014 – December 31, 2015

Healthcare Contribution Rates

Work Group	Healthcare Hourly Rate	Hours Per Month
Electricians	\$8.80	174

Attachment C

MBC Benefit Earning Building Trades Employees

For purposes of this Letter of Agreement, benefit earning building-trades employees shall be defined as MBC building-trades employees who choose to participate in the Municipal Building Commission Benefits Plan.

Employees who participated in the City of Minneapolis’ My Health Rewards by Medica® program and completed 300 wellness-program points by August 31, 2014 will pay the 2015 “wellness rate” as the employee contribution. Employees who did not complete 300 wellness-program points by August 31 will pay the 2015 “standard rate” as the employee contribution.

		January 1, 2014 – December 31, 2014		January 1, 2015 – December 31, 2015	
Medical Plan		Employer	Employee	Employer	Employee
Wellness Rate	Medica Elect / Essential				
	1. Single	\$507.06	\$33.11	\$492	\$32
	2. Family	\$1,369.07	\$143.42	\$1,328	\$140
	Medica Choice				
	1. Single	\$507.06	\$67.60	\$492	\$66
2. Family	\$1,369.07	\$239.97	\$1,328	\$233	
Standard Rate	Medica Elect / Essential				
	1. Single	\$507.06	\$67.60	\$492	\$66
	2. Family	\$1,369.07	\$239.97	\$1,328	\$233
	Medica Choice				
	1. Single	\$507.06	\$104.27	\$492	\$101
2. Family	\$1,369.07	\$342.68	\$1,328	\$333	
	Delta Dental - Composite	\$61.00	\$0.00	\$64	\$0

MBC contributions for January 1, 2014 – December 31, 2015:

1. Basic Life: \$18 annual payment for calendar year 2014 and \$87 annual payment for calendar year 2015. Benefit payout is one year’s salary, not to exceed \$50,000.
2. Long Term Disability: 0.3% of salary.
3. Health reimbursement arrangement plan (HRA)/ voluntary employees’ beneficiary association trust (VEBA): \$90 each for single coverage and \$190 each month for family coverage.
4. Employee contributions are \$0 for basic life, long-term disability and HRA/VEBA.

No later than December 1, 2014, the Employer shall make an additional, one-time lump sum contributions to the HRA/VEBA Plan in the amount of \$200.00 for any employee who is

Attachment C


enrolled in the medical plan as of January 1, 2014 and who completes certain additional 2014 wellness program activities by August 31, 2014. Additional lump sum contributions to the Plan will be based on the following:


- For an employee who, as of August 31, 2014, has single coverage or has family coverage and has enrolled children only, and not a spouse, the employee must earn more than 300 points under the 2014 wellness program.
- For an employee who, as of August 31, 2014, has family coverage and has enrolled a spouse, the employee's spouse must complete a personal health profile.

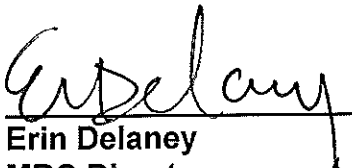
NOW, THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representatives whose signatures appear below:

FOR THE MUNICIPAL BUILDING COMMISSION:

FOR THE MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, (AFL-CIO)


Peter McLaughlin 11/19/14
MBC Secretary Date


Dan McConnell 11/12/2014
Business Manager Date


Erin Delaney 11/13/14
MBC Director Date

MUNICIPAL BUILDING COMMISSION

and

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO
(BUILDING AND CONSTRUCTION TRADES UNIT)**

**LETTER OF AGREEMENT
Employment of Temporary Employees**

WHEREAS, The Municipal Building Commission and the Minneapolis Building and Construction Trades Council (the Employer and the Union respectively) are parties to a Labor Agreement which is effective for the period of May 1, 2013 – April 30, 2016.

WHEREAS, Minnesota Statutes Chapter 450 (Local Laws 1994) authorizes the Employer and the Union to enter into agreements concerning the employment of skilled craft and trade employees the terms and provisions of which are more compatible with the changing employment needs of the Employer for temporary employment than are the provisions of the Agreement; and

WHEREAS, Employer and the Union desire to enter into such an agreement,

THE PARTIES, notwithstanding any other provision of the Agreement to the contrary, agree as follows:


1. The services of the Union's (and/or any of the Union's affiliated Local Unions) hiring hall shall be made available to the Employer as the sole and exclusive source for the referral of qualified temporary employees. The Union shall refer qualified employees to the Employer for employment on a non-discriminatory basis. Nothing herein shall be construed as a limitation upon the Employer's right to recruit and employ employees from other sources where the Union's hiring hall is unable to meet the Employer's needs in a timely fashion. The Employer reserves the sole and exclusive right to select applicants for vacancies in all bargaining unit job classifications without regard to seniority. A vacant position which is to be filled by the Employer with a temporary employee need not be posted.
2. Persons employed under the provisions expressed herein shall be *at will* employees, i.e., they shall serve at the pleasure of the Employer. Such employees may be released from employment within the sole discretion of the Employer without regard to *seniority* or to *just cause* as those terms are used in the Agreement or elsewhere. Notwithstanding, the release of a temporary employee from employment


shall not be subject to review under the grievance or arbitration provisions of the Agreement or the rules and regulations of the Minneapolis Civil Service Commission.

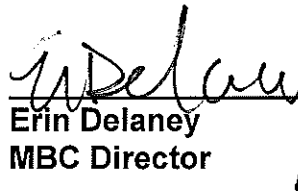
3. None of the pay or benefits provisions of the Agreement shall apply to temporary employees. Such temporary employees shall be paid according to the hourly wage rate and hourly fringe benefit rate as specified in the union's annual rate sheets. No wage or fund contribution shall be paid for time not actually worked.
4. The Employer shall schedule the hours of work for all persons employed under these provisions. Such employees shall be permitted reasonable time off without pay or benefits for vacations, holidays and sick leave provided such time off is requested and approved in advance. Such employees outside labor agreement shall be referenced and used to define the following but not limited to, overtime rates, Holiday pay rates, premium and emergency call-back rates.
5. The Union shall attempt to appoint classified employees as Stewards. In the event the Union is unable to appoint a classified employee as Steward, the Union may appoint a temporary employee as Steward. The terms of Section 2.02 of the Agreement shall apply to temporary employees as Stewards. Any temporary employee appointed by the Union as a Steward shall, in the event that workforce reductions are necessary, be the last temporary employee released from employment within his/her craft or trade during the term of his/her appointment as a Steward.
6. The grievance and arbitration provisions of the Agreement shall be observed to resolve any dispute over the provisions set forth herein.
7. This Letter of Agreement shall be automatically renewed from year to year unless either Party shall notify the other in writing sixty (60) calendar days prior to the expiration of the Agreement that it wishes to modify or terminate this Letter of Agreement.

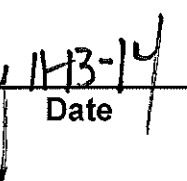
NOW, THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representatives whose signatures appear below:

FOR THE MUNICIPAL BUILDING COMMISSION:

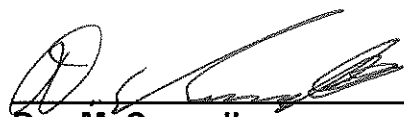

Peter McLaughlin
MBC Secretary

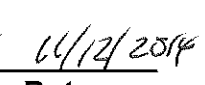

Date


Erin Delaney
MBC Director


Date

FOR THE MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, (AFL-CIO)


Dan McConnell
Business Manager


Date

MUNICIPAL BUILDING COMMISSION

and

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO
(BUILDING AND CONSTRUCTION TRADES UNIT)**

LETTER OF AGREEMENT
Employment of Temporary Foreman

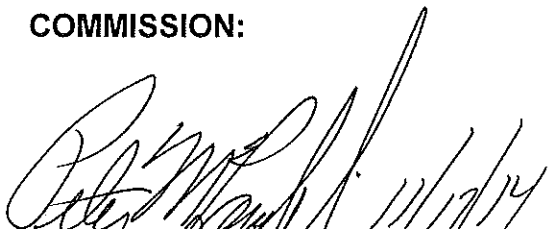
WHEREAS, The Municipal Building Commission and the Minneapolis Building and Construction Trades Council (the Employer and the Union respectively) are parties to a Labor Agreement which is effective for the period of May 1, 2013 – April 30, 2015.


WHEREAS, Employer and the Union desire to enter into such an agreement,

THE PARTIES, notwithstanding any other provision of the Agreement to the contrary, agree as follows:


1. Effective with the execution of this LOA, the employer shall select, when the regular foreman is absent, an employee to serve as the temporary foreman during the absence of the regular foreman.
2. The temporary foreman shall be paid the foreman hourly premium for each hour the regular foreman is absent from the work place and the temporary foreman is on site.

**FOR THE MUNICIPAL BUILDING
COMMISSION:**


Peter McLaughlin 11/17/14
MBC Secretary Date


Erin Delaney 11-13-14
MBC Director Date

**FOR THE MINNEAPOLIS
BUILDING AND
CONSTRUCTION TRADES
COUNCIL, (AFL-CIO)**


Dan McConnell 11/22/2014
Business Manager Date