



Painters

# Labor Agreement between the Metropolitan Council and International Union of Painters and Allied Trades

District Council 82

For the Period May 1, 2022 through April 30, 2025



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## **PREAMBLE**

This *Agreement* is entered into by the Metropolitan Council, hereafter referred to as the *Employer*, and the International Union of Painters and Allied Trades, District Council 82, hereinafter referred to as the *Union*.

The purpose of entering into this Agreement is to 1) achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned; 2) set forth rates of pay, hours of work and other conditions of employment as have been agreed upon by the Employer as the Union; and 3) establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.

## **ARTICLE 1 – RECOGNITION**

### **Section 1.01 – Bargaining Unit Description**

The Employer recognizes the Union as the exclusive representative of all its employees whose job classifications and rates of pay are set forth in Appendix “A” of this Agreement and who are *public employees* within the meaning of *Minnesota Statutes* § 179A.03, Subd. 14; excluding *supervisory confidential* and all other employees.

### **Section 1.02 – Modification of Unit Description**

Disputes which may occur over the inclusion or exclusion of a new or modified job position within the bargaining unit shall be referred to the Bureau of Mediation Services, State of Minnesota, for determination.

## **ARTICLE 2 – EMPLOYER RIGHTS**

### **Section 2.01 – Right to Manage and Operate**

The Employer retains the sole right to operate and manage all employees, facilities, and equipment in whatever manner necessary to meet statutory requirements or resolutions of the governing body of the Metropolitan Council. This right shall be limited only to the extent that it is limited by this Agreement.

### **Section 2.02 – Right to Change Terms and Conditions of Employment**

Any *terms or condition of employment* not explicitly established by this Agreement shall remain with the Employer to modify or alter as it sees fit by written administrative or personnel policies, or by Metropolitan Council resolutions.

## **ARTICLE 3 – UNION RIGHTS**

### **Section 3.01 – Dues Deduction**

The Employer shall deduct from the wages of employees, who authorized such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies deducted shall be remitted as directed by the Union.

### **Section 3.02 – Political Dues Check Off**

Every Employer signatory to this Agreement hereby agrees to honor authorizations for check-off of political contributions from employees who are union members and who have executed an appropriate authorization form supplied by the Union. Said sums shall be remitted to the depository in the same manner and using the same forms provided for the payment of fringe benefit funds. The administrator of said funds, upon receipt of the monies, shall remit the amount of deducted monies to the "Combined National Fund" as specified in the authorization form.

### **Section 3.03 – Union Stewards**

The Union may designate one (1) employee from the bargaining unit to act in the capacity of Union steward at each primary work location. The Union shall notify the Employer of the names of all Union steward(s). Union Steward(s) shall be granted reasonable time off, with pay, for the purposes of 1) presenting grievances under this Agreement to the Employer, 2) representing bargaining unit employees in disciplinary conferences conducted by the Employer when requested by the involved employee(s) to do so. Stewards shall prior to leaving their assigned work for such purposes, obtain the permission of the Employer's authorized representative.

### **Section 3.04 – Union Business**

Upon notification to and with the approval of the Maintenance Director or a designated representative, the Union's business representative, or another representative designated by the Union, shall be permitted to enter facilities of the Employer to conduct official Union business.

### **Section 3.05 – Employee Lists**

The Employer shall provide to the Union on a regular basis and upon request an updated electronic bargaining unit list of employees including employee ID, effective date, name, address, classification, location, and department.

### **Section 3.06 – New Hire Orientation**

The Employer will provide the Union time to meet with new employees during the initial MCES operations orientation. The purpose of the meeting is to determine seniority and discuss matters related to the position. In the event the MCES operations orientation becomes an online program, the Employer will continue to provide time for the Union to meet with the new employees during the first week of employment.

## **ARTICLE 4 – PROBATIONARY PERIODS**

All newly hired employees shall serve a six (6) month probationary period during which time the employee shall demonstrate fitness and ability to perform the job position's duties and responsibilities. At any time during the probationary period an employee may be terminated at

the discretion of the Employer. An employee terminated during the probationary period shall receive a written notice of, and reasons for, such termination.

## **ARTICLE 5 – HOURS OF WORK**

### **Section 5.01 – Workday and Work Week Defined**

The normal workday shall be eight (8) consecutive hours of work.

**Subd. 1. Day Shift Defined** – The *day shift* shall be an eight (8) consecutive hour work shift which begins between the hours of 6:00 a.m. and 8:00 a.m., excluding a thirty (30) minute unpaid meal period.

**Subd. 2. Afternoon Shift Defined** – The *afternoon shift* shall be an eight (8) consecutive hour work shift which begins between the hours of 3:00 p.m. and 5:00 p.m., including twenty (20) minute meal period.

**Subd. 3. Night Shift Defined** – The *night shift* shall be an eight (8) consecutive hour work shift which begins between hours of 11:00 p.m. and 1:00 a.m., including a thirty (30) minute meal period.

The normal workweek shall be five (5) consecutive shifts in a seven (7) calendar day period. At the discretion of the manager, the Employer may establish work weeks of four (4) consecutive shifts of ten (10) hours each in a seven (7) calendar day period. When a four tens (4-10s) work week is established, one and one-half (1-1/2) times the basic hourly rate shall be paid for all work performed in excess of ten (10) hours during a normal workday and all work performed on a fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) day during a seven (7) calendar day period. All other premium pay for employees working a 4-10s work week shall remain the same as for employees working a normal work week of five (5) days, eight (8) hours per day.

### **Section 5.02 – Uniform Scheduling**

Changes in an employee's scheduled normal workday or normal work week, for other than a temporary assignment, shall be preceded by a seven (7) calendar day written notice to the employee, a copy of which shall conform with the shift starting times described by the provisions of this article unless other starting times have been mutually agreed to by the parties at any primary work location.

### **Section 5.03 – No Work Guarantee**

This article shall not be construed as, and is not a guarantee of, any hours of work per normal workday or normal workweek.

### **Section 5.04 – Punctuality Required**

All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at their assigned work location until the end of the workday, unless otherwise directed or excused by their supervisor.

### **Section 5.05 – Reporting Pay Minimum**

Employees reporting for work at the established starting time and for whom no work is available shall receive pay for two (2) hours, at the basic hourly rate, unless notification has been given not to report to work prior to leaving home or during the previous workday.

## **ARTICLE 6 – OVERTIME**

### **Section 6.01 – General**

Employees are subject to reasonable overtime work assignments on a scheduled or unscheduled basis. All overtime work must be approved in advance by the employee's immediate supervisor. Employees shall be provided with as much advance notice of required overtime work as is reasonably possible and practical under all the circumstances.

### **Section 6.02 – Overtime Pay**

One and one-half (1-1/2) times the basic hourly rate shall be paid for all work performed in excess of eight (8) hours during a normal workday and all work performed on a sixth (6<sup>th</sup>) day during a seven (7) calendar day period.

Two (2) times the basic hourly rate shall be paid for all work performed on a day recognized by this Agreement as a *holiday*, all work performed on a seventh (7<sup>th</sup>) day during a seven (7) calendar day period, and all work performed in excess of twelve (12) consecutive hours in a twenty-four (24) hour period.

### **Section 6.03 – No Duplication**

For purposes of calculating overtime pay, only one (1) overtime premium shall be applied to any one (1) hour of work. If more than one (1) overtime premium is applicable, the highest applicable premium shall be used to calculate the employee's overtime pay.

## **ARTICLE 7 – CALL-BACK**

### **Section 7.01 – General**

All employees are subject to being called back to work before or after their scheduled workday or scheduled workweek by the Employer.

### **Section 7.02 – Call - Back Pay**

Employees called back to work within the meaning of this article, shall receive a minimum of four (4) hours' pay at their basic hourly rate. The hours worked during a call back shall be compensated in accordance with Article 6 (*Overtime*), when applicable, and shall be subject to the minimum established above. Employees who are called back four (4) hours or less prior to the start of their normal workday, shall complete the normal workday and be compensated only for the overtime hours worked in accordance with Article 6 (*Overtime*).



## **ARTICLE 8 – WAGES AND FRINGE BENEFITS**

### **Section 8.01 – Wage Rates and Fringe Benefit Contributions**

The basic hourly wage and all fringe benefit fund contributions provided for by this Agreement shall be paid for all time actually worked by employees within the scope of the bargaining unit. No such wage or fringe benefit payment shall be made for time not actually worked.

Subd. 1. Wage Rate – The basic hourly rate of pay for each bargaining unit job classification is set forth in Appendix "A" which is attached to and made a part of this Agreement.

Subd. 2. Fringe Benefit Fund Contributions – The Employer shall contribute the amounts specified to those certain fringe benefit funds, which are set forth in Appendix "A" which is attached to and made a part of this Agreement.

Subd. 3. Eligibility for Employer Sponsored Programs – Employees covered by this agreement shall be eligible to participate in the Employer's flexible spending program and the deferred compensation program as defined by the plan document. The Employer maintains the right to amend or terminate these programs; however, employees covered by this Agreement shall retain the right to participate in these programs as they are offered to other employees.

### **Section 8.02 – Fringe Benefit Fund Administration**

Employees shall not be eligible for, be governed by, or accumulate any *term or condition of employment* established by the Metropolitan Council, other labor agreements, personnel policies established by the Employer, or retirement contributions specified by statute. The Employer's fringe benefit obligation is limited to the contributions established by this Agreement. The actual level of benefits provided to employees shall be the responsibility of the trustees of the various funds to which the Employer has forwarded contributions.

Subd. 1. Remittance – All fringe benefit contributions established by the provisions of this Agreement shall be forwarded to Wilson McShane Corporation, Suite 500, 3001 Metro Drive, Minneapolis, Minnesota 55425-1409 or other such depository agent as the Union may designate to the Employer in writing.

Subd. 2. Reallocation – In the event the Union determines to allocate any or all of the basic hourly rate to a fringe benefit fund established by the provisions of this Agreement, the basic hourly rate of pay set forth in Appendix "A" of this Agreement shall be reduced by the amount allocated to the fringe benefit fund. Changes in fringe benefit contributions and rates of pay shall be effective no sooner than the beginning of the first full payroll period following the Employer's receipt of written notification from the Union as to the requested reallocation.

Subd. 3. Defined Contribution Plan and STAR – During the term of this Agreement, the Union may allocate a portion of the wages and/or fringe benefits of members of the Union to the Painters and Allied Trade District Council 82 Defined Contribution Plan and/or Safety Training Award Recognition Program (STAR), thereby making the Employer obligated to contribute the amount allocated. Any amount allocated shall be deducted from the wages and/or other fringe benefits and shall not affect the total negotiated package of wages and benefits. If the Union elects to make any of the allocations outlined in this Subdivision, the Union shall provide the Employer with written notification pursuant to Subdivision 2 of this Section 8.02.

### **Section 8.03 – Meal Allowance**

Employees shall be furnished a meal, or paid \$5.00 for the cost of a meal, in the event they are required to work in excess of twelve (12) consecutive hours.

## **ARTICLE 9 – LEAD PAINTERS**

### **Section 9.01 – Selection of Lead Painters**

The Employer reserves the sole and exclusive right to select, appoint, hire, or remove (for legitimate business reasons) employees in the job classification of lead painter without regard to provisions of this Agreement. Employees appointed to such a job classification shall serve in that capacity at the pleasure of the Employer. In the event an employee is removed from the lead painter job classification, (s)he shall be employed as a painter.

### **Section 9.02 – Work Location: Reassignment**

The Employer may assign employees to any facility or location other than the work location to which they are regularly assigned. Employees will be given a seven (7) calendar day notification period. Selection criteria for work location assignments will be based on legitimate business needs, and not for punitive or disciplinary purposes. Voluntary transfers and seniority will be considered.

### **Section 9.03 – Compensation for Working in Higher Classification**

In the event of the absence of an employee assigned to the job classification of lead painter for more than one (1) normal workday, the vacant position shall be filled by a temporary assignment of an employee from the bargaining unit. All temporary assignments shall be made only at the direction of an employer-designated supervisor. Employees classified as painter who are temporarily assigned to a higher paid job position shall be paid at the basic hourly rate of the higher paid job position for all hours worked in the higher paid job position.

### **Section 9.04 – Primary Business Unit Defined**

All employees shall be assigned to a Business Unit at their time of employment. For the purposes of this Agreement, the term Business Unit shall be defined as the following:

1. Maintenance Business Unit (which includes Metro Plant, East Business Unit, Seneca Business Unit, Blue Lake Business Unit, Interceptor System).

## **ARTICLE 10 – HOLIDAYS**

### **Section 10.01 – Holidays Defined**

The following six (6) days shall be designated as *holidays*:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

When New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these holidays fall on a Saturday, the preceding Friday shall be considered the designated holiday. Holidays shall be considered non-workday.

### **Section 10.02 – Holidays Worked**

If in the judgment of the Employer employees are necessary for operating or emergency reasons, employees may be called back to work on a holiday in accordance with the provisions of Article 7 (*Call Back*). Employees working on a designated holiday shall be compensated at the rate of two (2) times their basic hourly rate for all hours worked.

## **ARTICLE 11 – DISCIPLINARY PROCEDURES**

### **Section 11.01 – Discipline for Just Cause**

The Employer shall have the right to impose disciplinary actions on employees for just cause.

### **Section 11.02 – Forms of Discipline**

Disciplinary actions by the employer shall include the following:

- Oral Reminder
- Written Reminder
- Decision-Making Leave
- Termination

### **Section 11.03 – Appeals**

Oral reminders, written reminders, decision-making leaves or termination of employees may be processed through the grievance procedure of this Agreement, provided that, if no appeal is made of such disciplinary action within seven (7) working days of the employee receiving such notification, the right of appeal is waived. In addition, employees will receive copies of documented discipline within seven (7) working days of such action.

#### **Section 11.04 – Union Representation**

Upon their request, bargaining unit employees shall be afforded representation by a union steward in the event they are questioned by the Employer during an investigation into conduct, which may lead to disciplinary action.

#### **Section 11.05 – Time Limits**

From the time of a documented disciplinary action of an employee, if no further instances of documented discipline occur for two years, the record of all disciplinary action will not be referred to in future disciplinary matters, except as it applies to Title 7, and the Minnesota Human Rights Act.

### **ARTICLE 12 – ABSENCES FROM WORK**

#### **Section 12.01 – Notification of Absences Required**

Employees who are unable to report for their normal workday have the personal responsibility to notify their immediate supervisor or, in their immediate supervisor's absence, the business unit manager, of such absence as soon as possible, but in no event later than one (1) hour prior to the beginning of the normal workday, except in the case of documented emergency which would prohibit such notification. Failure to make such notification may be grounds for discipline. Failure to report to work without notification for three (3) consecutive normal workdays shall be considered a resignation by the Employer on the part of the employee.

#### **Section 12.02 – Authorized Absences**

Employees shall be permitted absences without pay for reasons associated with illness, injury, personal business or vacation not to exceed forty (40) workdays during each calendar year provided the provisions of this article respecting sick leave notification are followed and that all other absences are scheduled and approved in advance.

#### **Section 12.03 – Leave of Absence**

Bargaining unit employees may request and be granted unpaid leaves of absence in accordance with the provisions of applicable law (i.e., for military service, jury duty, parental leave, service to the Union or other purposes defined by applicable federal or state statute) and in accordance with the provisions of this section. All leaves of absence must be requested and approved in advance and shall not be considered to be *absences* within the meaning of Section 12.02 (*Authorized Absences*) of this Agreement.

**Subd. 1. Long-Term Medical Leaves** – An employee who satisfactorily demonstrates his or her disability due to illness or injury, may request a medical leave of absence for the duration of the disability beyond seven (7) consecutive workdays.

**Subd. 2. Administrative Leave** – Upon good cause shown, satisfactory to the Employer's General Manager, an employee shall be granted *administrative leave* for the purposes and duration approved by the General Manager.

## **ARTICLE 13 – SENIORITY**

### **Section 13.01 – Seniority Defined**

Regular bargaining unit employees shall accumulate seniority based on length of continuous service as a regular employee with the Employer. Seniority shall terminate upon retirement, discharge or resignation.

### **Section 13.02 – Uses of Seniority**

Seniority, as defined herein, shall be used for the following purposes:

Subd. 1. Vacation Scheduling (to determine the calendar periods of absence, for vacation purposes, which shall in all cases be subject to the approval of the Employer) – Employees requesting an absence from work for the purpose of vacation of four (4) days or more shall make such request in writing at least fourteen (14) calendar days prior to the requested date of absence.

Subd. 2. Layoff (to determine the order of layoff when a reduction in work force is necessary) – When such layoffs are necessary, employees in temporary status will be laid off before regular status employees. If it is necessary to layoff regular employees, the order of the layoff will be in the inverse order of their seniority date, except that a properly designated union steward who is performing the responsibilities of a steward on the date of layoff shall not be laid off. Regular employees will receive fourteen (14) calendar days' notice prior to layoff.

### **Section 13.03 – Recall**

Laid off regular employees shall retain recall rights for a four (4) year period from date of the layoff. In the event of a recall, employees shall be offered positions according to their bargaining unit seniority. Employees recalled to a position shall have fourteen (14) calendar days to accept or decline the recall. If an employee declines recall, or if an employee does not respond, she/he will forfeit his/her recall rights. Prior to hiring temporary or regular employees, any regular employees who have been laid off will be offered recall rights in the order of seniority.

## **ARTICLE 14 – JURISDICTION**

Except as may be modified by the express terms of this Agreement, the Employer retains its basic right to assign work. Disputes which may occur over work assignments and/or with respect to work jurisdiction are subject to review under the grievance and arbitration provisions of this Agreement. There shall be no work stoppage, slow down or other disruption of work as a result of such disputes.

## **ARTICLE 15 – TOOLS**

The Employer shall furnish all necessary tools and equipment. Employees will be held responsible for tools and equipment issued to them, provided the Employer furnishes the necessary lockers, gang box, or other safe place for storage. Removal of tools from the worksite will subject the employee to disciplinary action.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

### **Section 16.01 – General**

This grievance procedure is established for the purpose of resolving disputes with equity and dispatch. The resolution of such disputes in the manner hereinafter provided is considered by the Employer and the Union to be in the public interest.

### **Section 16.02 – Grievance Procedure**

A *grievance* for the purpose of process under this article shall be defined only as a dispute involving an application or interpretation of this Agreement. Grievances shall be resolved in the following manner:

**Step 1.** Upon the occurrence of an alleged grievance, the employee involved, and the steward shall attempt to resolve the matter on an informal basis with a designated employer-supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

**Step 2.** Within ten (10) calendar days after receiving the written grievance, a designated Employer supervisor shall meet with the union business manager, or a designated representative, and attempt to resolve the grievance. If, as a result of this meeting the grievance remains unresolved, the Employer shall reply in writing to the Union within ten (10) calendar days following this meeting stating the Employer's answer concerning the grievance. The Union may refer the grievance in writing to Step 3 within ten (10) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.

**Step 3.** Within ten (10) calendar days following receipt of a grievance referred from Step 2, the General Manager shall meet with the union business manager, or a designated representative, and attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response the

grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.

**Step 4.** If the grievance remains unresolved, the Union may within ten (10) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) day period, either party may request the Bureau of Mediation Services, State of Minnesota, to submit a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The process will be repeated, and the remaining person shall be the arbitrator.

#### **Section 16.03 – Authority of Arbitrator**

The arbitrator shall have no 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 submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

#### **Section 16.04 – Arbitration Expenses**

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record.

#### **Section 16.05 – Time Limits**

The time limits established in this article may be extended by the mutual written consent of the Employer and the Union.

### **ARTICLE 17 – NON-DISCRIMINATION**

The terms and conditions of this Agreement will be applied to employees equally without regard to or discrimination for or against any individual because of race, color, creed, sex, age, religion, national origin, sexual orientation or identity, marital status with regard to public assistance, membership or activity in a local commission, disability, veteran status or because of membership or non-membership in the Union. Employees will perform their duties and responsibilities in a non-discriminatory manner and will not discriminate against other employees or members of the general public. The Union will work with the Employer in applying the provisions of the agreement.

## **ARTICLE 18 – ADA/REASONABLE ACCOMMODATION**

### **Section 18.01 – Purpose**

The Employer and Union agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Employer agrees to attempt to reasonably accommodate the known disability of requesting employees or otherwise qualified job applicants in accordance with the provisions of the ADA.

### **Section 18.02 – Process**

Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer shall review the employee's request for reasonable accommodations, which may include, but is not limited to equipment purchase or modification, structural modifications, job restructuring, scheduling modification, or job reassignment. The Employer agrees to meet and confer with the Union when such accommodation would result in a conflict with other contract provisions for the purpose of discussing a waiver or modification of said provision. Any waiver of labor agreement provisions must be agreed to by both the Employer and the Union.

### **Section 18.03 – Confidentiality**

The Union and Employer recognize the importance of maintaining the confidentiality of medical information acquired through the reasonable accommodation process. The Employer shall require a signed release of information from the employee requesting an accommodation before the Union can participate in the accommodation process.

## **ARTICLE 19 – RIGHT OF SUBCONTRACT**

### **Section 19.01 – Right to Subcontract**

The Employer shall not subcontract out work customarily or routinely performed by regular bargaining unit employees that results in the layoff, termination or reduction of hours of work below forty (40) per week of regular bargaining unit employees during the term of this Agreement.

### **Section 19.02 – Reassignment of Work**

The Employer shall not reassign work customarily or routinely performed by bargaining unit employees to other employees outside the scope and definition of the Union's bargaining unit that results in the layoff, termination or reduction of hours of work below forty (40) per week of any regular bargaining unit employee during the life of this Agreement.

## **ARTICLE 20 – DURATION**

### **Section 20.01 – Supplemental to Statutes**

This Agreement serves as a supplement to the legislation [Minnesota Statutes (1974), Chapter 473] creating and directing the Employer. If any part of this Agreement is in conflict with such enabling statutes, the statute shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute.



#### **Section 20.02 – Mutual Agreement to Amend**

The Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement, provided this Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any change mutually agreed upon shall be reduced to writing and signed by the parties as an amendment to this Agreement.

#### **Section 20.03 – Savings Clause**

This Agreement is entered into with the intention that it in no way violates or is contrary to any state or federal statute. In the event any provision(s) of this Agreement shall be held contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The parties agree, upon written notice, to enter into negotiations to place the voided provision(s) of the Agreement in compliance with the statute.

#### **Section 20.04 – Complete Agreement**

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior Agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded.

#### **Section 20.05 – Duration**

This Agreement shall take effect May 1, 2022, unless provided otherwise herein, and shall remain in effect until April 30, 2025 and continue in effect from year to year thereafter from May 1 through April 30 of each year unless changed or terminated in the manner provided herein.

Either party desiring to change this Agreement shall notify the other in writing at least ninety (90) calendar days prior to the expiration date of this Agreement. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached in the manner of such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

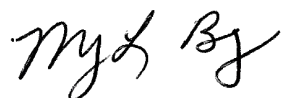
#### **Section 20.06 – Mutual Pledge**

In consideration of the hours, wages, and conditions of employment established by this Agreement and in recognition that the grievance procedure herein established is the means by which grievances concerning its interpretation or application may be peacefully resolved, the parties hereby pledge that during the term of this Agreement the Union will not engage in, instigate, or condone any strike and the Employer will not engage in a lockout of the employees covered by this Agreement.

## SIGNATURE PAGE

**SIGNED THIS** 24<sup>th</sup> day of June 2022, as the full and complete agreement of the parties attested to by the signature of the following representatives for the Employer and the Union:

### **FOR THE EMPLOYER**



Jul 1, 2022

Mary Bogie  
Regional Administrator  
Metropolitan Council

Date



[Marcy Cordes \(Jul 1, 2022 09:50 CDT\)](#) Jul 1, 2022

Marcy Cordes  
Chief Labor Relations Officer  
Metropolitan Council

Date



Jun 27, 2022

Alexis Baker  
Labor Relations Program Manager  
Metropolitan Council

Date

### **FOR THE UNION**



[Jordan Fry \(Jun 27, 2022 12:08 CDT\)](#) Jun 27, 2022

Jordan Fry  
Business Representative  
IUPAT, District Council 82

Date



[Jeff Stark \(Jun 27, 2022 09:42 CDT\)](#) Jun 27, 2022

Jeff Stark  
Business Manager/Secretary Treasurer  
IUPAT, District Council 82

Date

## **APPENDIX A**

### 2022, 2023 and 2024 General Increases

Effective May 1, 2022, the total hourly compensation shall be increased by \$2.50 per hour.

Effective May 1, 2023, the total hourly compensation shall be increased by \$2.30 per hour.

Effective May 1, 2024, the total hourly compensation shall be increased by \$2.30 per hour.

### **2022 Rates of Pay**

<b>BASIC WAGE RATES</b>		<b>Hourly Rates of Pay Effective</b>
<b>Classification</b>		<b>May 1, 2022</b>
<b>Lead Painter</b>		\$43.19
<b>Painter</b>		\$41.69
<b>Apprentice Painter</b>		
1-2000 hours	65%	
2001-4000 hours	70%	
4001-5000 hours	80%	
5001-6000 hours	90%	
6001+ hours	100%	
<b>Premium Pay</b>		
Industrial Work*		\$1.50
<b>Fringe benefit fund contributions</b>		
District Council 82 Health Care Plan		\$10.00
Council 82 Painting Industry Pension Plan		\$8.97
IUPAT Industry Pension Plan		\$5.20
FTI & FTI-UM (Apprenticeship)		\$0.83
Savings *		\$5.30
Union (Check-off) Dues * (May 2, 2022 – May 31, 2022)		\$2.43
<b>TOTAL</b>		<b>\$66.69</b>

\* After-tax deductions

For each year of the agreement, the Union shall notify the Employer of the manner in which the increases will be allocated to the wage and/or fringe benefit funds, not to exceed the total amount as listed above.

Overtime pay shall be based on hourly wage rate only.

All Salary adjustments shall be effective on the first day of the pay period including May 1. (The 2022 increase shall be retroactive to May 1, 2022.)

A Lead Painter shall earn a \$1.50 per hour more than a Journey Painter throughout the term of this Agreement.

\*Industrial Work shall be defined as the coating or re-coating of structures and assemblies at oil refineries, manufacturing and production facilities, power generating facilities, water and waste treatment facilities, and grain handling facilities. Also included in the definition shall be work performed on roads, bridges, dams, and storage tanks. All abrasive blasting work shall be included in the Industrial Work classification. The Industrial Painting classification does not include new or maintenance/re-do work performed on or at office or residential class buildings that are associated with industrial sites.

Effective May 1, 2022, and each year thereafter, the IUPAT Industry Pension Plan contribution called for in this Agreement shall increase by a minimum of 5 percent of the total increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union shall notify the Employer of the new IUPAT Industry Pension Plan contribution rate each year.

**METROPOLITAN COUNCIL**

**AND**

**INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES  
District Council 82, AFL-CIO**

**LETTERS OF AGREEMENT**

The Metropolitan Council and the International Union of Painters and Allied Trades, District Council 82 (hereinafter the *Employer* and the *Union*, respectively) are parties to a Labor Agreement (the *Agreement*) which is effective during the period May 1, 2022, through April 30, 2025. This Letter of Agreement outlines additional agreements reached by the parties during the course of the collective bargaining which resulted in the making of the Agreement and which the parties desire to confirm.

**LABOR MANAGEMENT COMMITTEE**

The Employer and the Union form a Joint Labor-Management Committee for the continuing purpose of meeting and discussing matters of mutual interest and concern and those which are related to the productivity and efficiency with which the Employer operates. The Committee shall be staffed by members appointed by both parties, and it shall have no authority to change the provisions of this Agreement, engage in collective bargaining regarding the terms and conditions of employment for bargaining unit employees or be construed as a substitute for the grievance procedures of the Agreement.

During the term of the Agreement, the Labor-Management Committee shall discuss the following issues:

**ENABLING AGREEMENT**

During the discussion leading to the current labor agreement, the parties discussed concerns regarding the introduction of new technology and its effects on employees covered by this labor agreement.

As a result of those discussions, we agreed that prior to making major technological changes which would negatively affect employees covered by this agreement, the parties will meet to discuss and attempt to resolve any conflicts which may arise as a result of the impact of the major technological changes on job security, training requirements, and on possible work under way in the various Project Advisory Committees which are currently doing detailed analyses in several areas where major technological change is anticipated. The parties mutually acknowledge our commitment to this collaborative process and will continue to encourage participation.

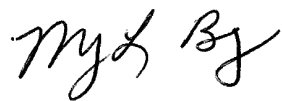
During the life of this agreement, the parties will meet to develop a dispute resolution process which will be utilized to resolve conflicts which arise as a result of the impact of major changes or work opportunities disputes.


### **SENIORITY CLARIFIED**


As a result of the prior labor agreements between the Metropolitan Council and Painter District Council 82, the parties agreed to a definition of bargaining unit employees. As a result, it was agreed that employees who worked sixty-seven (67) working days or more would accrue bargaining unit seniority regardless of their status as a Temporary or Regular employee.

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


#### **FOR THE EMPLOYER**

  
Jul 1, 2022  
\_\_\_\_\_  
Mary Bogie Date  
Regional Administrator  
Metropolitan Council

  
Jul 1, 2022  
\_\_\_\_\_  
Marcy Cordes Date  
Chief Labor Relations Officer  
Metropolitan Council

  
Jun 27, 2022  
\_\_\_\_\_  
Alexis Baker Date  
Labor Relations Program Manager  
Metropolitan Council

#### **FOR THE UNION**

  
Jun 27, 2022  
\_\_\_\_\_  
Jordan Fry (Jun 27, 2022 12:08 CDT) Date  
Jordan Fry  
Business Representative  
IUPAT, District Council 82

  
Jun 27, 2022  
\_\_\_\_\_  
Jeff Stark (Jun 27, 2022 09:42 CDT) Date  
Jeff Stark  
Business Manager/Secretary Treasurer  
IUPAT, District Council 82