

HENNEPIN COUNTY  
MINNESOTA

**Agreement Number: A2512945**

**AGREEMENT**

**Between**

**HENNEPIN COUNTY**

**and the**

**NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS**

**May 1, 2025 - April 30, 2028**

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## **ARTICLE 1 – PREAMBLE**

**Section 1.** This AGREEMENT, has been made by and between Hennepin County, hereinafter referred to as the EMPLOYER and the North Central States Regional Council of Carpenters, hereinafter referred to as the UNION.

**Section 2.** It is the purpose of this AGREEMENT to set forth the wages, hours and other terms and conditions of employment for certain employees of the EMPLOYER as agreed to in collective bargaining between the EMPLOYER and the Union, and to thereby promote the delivery of public service of the highest quality. It is the intention to incorporate the terms and conditions of the AGREEMENT, as appropriate, between the Associated General Contractors of Minnesota and the Union in all respects not specifically modified herein.

The Parties have agreed as follows:

## **ARTICLE 2 - RECOGNITION AND UNION SECURITY**

**Subd. 1.** The EMPLOYER recognizes the Union as the exclusive representative under Minnesota Statutes §179A.06 of all its employees described as:  
**Employees Included**

All full-time and regularly scheduled part-time employees in the classification of Carpenter, employed by Hennepin County, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

### **Section 1.02 - Union Dues and Fair Share Fees**

**Subd. 1.** Upon receipt of a properly executed written authorization from any employee covered by this AGREEMENT who is a member of the Union, the EMPLOYER shall deduct from such employee's wages an amount each month equal to the Union's regular monthly dues for membership and, in the case of newly hired employees, one initiation or reinstatement fee, as determined appropriate by the Union.  
**Union Dues**

**Subd. 2.** In accordance with Minnesota Statutes §179A.06, Subd. 3, the EMPLOYER agrees that upon notification by the Union and the employee it shall deduct a fair share fee from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues. The Union shall certify to the EMPLOYER, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.  
**Fair Share Fees**

**Section 1.03** The Union may appoint a Union Steward from among the members of the bargaining unit to perform such duties as may be delegated by the Union. The Union shall notify the EMPLOYER, in writing, of the name of the employee who has been appointed as Union Steward.  
**Union Stewards**

**Section 1.04** All bargaining unit employees have the right to Union representation during any conference with the EMPLOYER in which they have reasonable cause to believe that disciplinary action may be imposed upon them. Such representation may be provided by the Union Steward or the staff representatives of the Union such as the Union's Business Manager or its Business Representative. Authorized Representatives of the Union may visit the job during working hours but shall first make a reasonable effort to contact the person in charge of the site. Said Representatives shall not unduly hinder or interfere with the progress of the work and must comply with all safety regulations on the job.  
**Union Representation**

**Section 1.05** Employees covered by this AGREEMENT shall not, during working hours, engage in any solicitation or other Union activities which interfere with the performance of their duties.  
**Union Activities**

**Section 1.06  
Exclusive  
Representation** The EMPLOYER agrees to recognize the Union as the exclusive collective bargaining representative of the employees in the craft signatory to this AGREEMENT. The EMPLOYER shall not enter into any AGREEMENTS with the employees covered by this AGREEMENT, either individually or collectively, or with any other employee organization, which in any way conflicts with the terms and provisions of this AGREEMENT. Further, the EMPLOYER shall meet and negotiate, pursue the resolution of grievances, and conduct arbitration proceedings only with the properly designated representative(s) of the Union.

**EMPLOYER  
Representation** The UNION recognizes the Labor Relations Representative designated by the Labor Relations Director, as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No AGREEMENT establishing terms and conditions of other employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER's designated Labor Relations Representative is affixed thereon.

**Section 1.07  
Union  
Security** There shall be no discrimination against any employee because of race, color, creed, political/religious beliefs, sex, disability, national origin, marital status, or age. Wherever the terms "man" or "men" are used in this AGREEMENT, it is understood that these references or any other references, are generic and shall apply equally to the female gender.

The EMPLOYER shall not discriminate against any employee as long as the employee is performing work assigned in a safe, normal, and workmanlike manner.

The Union recognized by this AGREEMENT shall be entitled to union security to the extent that each employee in the collective bargaining unit represented by the Union shall on the eighth (8th) day following the beginning of employment in the bargaining unit upon getting authorization cards be required to become and remain a member in good standing of the Union, or alternatively, shall be certified as a fair- share employee. "In good standing" for the purposes of this AGREEMENT, is defined to mean the payment of a standard initiation fee and standard monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

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 Article arising from the lack of proper authorization for the EMPLOYER to deduct dues or fees from an employee's pay.

Bargaining unit employee stewards and officers may leave their workstations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a workstation for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.

The UNION may use the EMPLOYER's facilities for union business with prior approval of the EMPLOYER.

The UNION shall have access to the EMPLOYER's internal mail distribution system and electronic (e-mail) system consistent with the practice existing on the effective date of this AGREEMENT. However, the UNION agrees to request prior authorization from the EMPLOYER's Labor Relations Department prior to the use of the e-mail system for any mass communication.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**Section 2.01  
Inherent  
Managerial  
Rights** The Union recognizes that the EMPLOYER is not required to meet and negotiate on matters of inherent managerial policy, which includes, but are not limited to, such areas of discretion or policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel and all management rights and management functions not expressly delegated in this AGREEMENT are reserved to the EMPLOYER.

**Section 2.02 Management's Responsibilities** The EMPLOYER retains the right to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the EMPLOYER has not abridged, delegated, or modified by this AGREEMENT are retained by the EMPLOYER.

**Section 2.03 Rules and Regulations** All employees covered by this AGREEMENT shall perform the services and duties prescribed by the EMPLOYER and shall be governed by EMPLOYER rules, regulations, directives, and orders issued by the EMPLOYER, provided that such rules, regulations, directives, and orders do not conflict with the express provisions of this AGREEMENT. The EMPLOYER reserves the right to modify such rules, regulations, directives, and orders from time-to-time provided the UNION and its members are advised of such changes in advance.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

**Section 1.** 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. Decisions of the EMPLOYER regarding the continuation of employment are specifically excluded from this grievance procedure.

**Section 2.** It is specifically understood that any matters governed by statutory provisions, County Human Resources Rules, or departmental personnel rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved employee(s) shall be precluded from making an appeal under this grievance procedure.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - .20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

**Section 3.** **GRIEVANCE PROCEDURE:** Grievances, as herein defined, shall be processed in the following manner:

**Step 1: INFORMAL.** An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the UNION representative, to his/her supervisor who is designated as appropriate for this purpose by the EMPLOYER.
- B. The supervisor shall give his/her oral or written answer within fourteen (14) calendar days after such presentation to the employee and his/her steward.

**Step 2: FORMAL.** If the grievance is not satisfactorily resolved in Step 1 and the UNION wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the Department Head or his/her designated representative and to the Labor Relations Director or his/her designee within fourteen (14) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the union representative. The written grievance 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 Department Head and/or his/her designated representative shall discuss the grievance with the UNION within fourteen (14) calendar days after the date presented at a time agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Department Head or his/her designated representative and the UNION representative. If no settlement is reached, the Department Head or his/her

designated representative shall give written answer to the UNION representative within fourteen (14) calendar days following their meeting.

**Step 3: MEDIATION.** If the grievance is not settled in accordance with the procedure set forth in Step 1 or Step 2, it may be submitted to mediation provided that the UNION and the Labor Relations Director or his/her designee, by mutual agreement, jointly petition the Minnesota BMS for assistance in resolving the grievance within ten (10) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

**Section 4.**

**ARBITRATION** - If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Act and administered by the State of Minnesota BMS. 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 UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. 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. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. 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. 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 EMPLOYER and the UNION, 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 written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

**Section 5.**

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/UNION may elect to treat the grievance as denied at that step. The UNION may then 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 5 - NO STRIKE-NO LOCKOUT**

**Section 1.**

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, slowdowns, 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 2.** No lockout shall be instituted by the EMPLOYER during the life of this AGREEMENT provided Section 1 of this Article is not violated by employees or the UNION.

## ARTICLE 6 - INCORPORATION OF AGC AGREEMENT

The Parties agree to be bound by all terms and conditions of the Building Agreement as appropriate between the Associated General Contractors of Minnesota and the UNION not specifically modified herein by this AGREEMENT.

## ARTICLE 7 – HOLIDAY HOURS

Active employees of the UNION will be awarded sixty (60) hours of holiday at the beginning of each payroll year. Hours will be pro-rated for all employees hired after January 1 of each payroll year. Hours are to be used only for holidays that are recognized by the County. All holiday hours must be used each payroll year; unused holiday hours will not roll over to the next payroll year. Fifty (50) hours will be explicitly designated by the Employer – as shown below in the 'Designated Holidays' chart. Employees may select any holiday from the 'Optional Holidays' chart to use their remaining ten (10) hours, with approval from their supervisor.

Holiday hours are not eligible for severance pay. Worked hours in excess of forty (40) hours in a workweek in which an employee uses holiday hours will not result in overtime (1 ½) pay, except for worked hours that exceed holiday hours used.

<b>Designated Holidays</b>	
New Years Day	January 1
Independence Day	July 4
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	The day immediately following Thanksgiving Day
Christmas Day	December 25

<b>Optional Holidays</b>	
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Labor Day	First Monday in September
Veterans Day	November 11
Christmas Eve Day	The workday immediately preceding the Christmas holiday

Active employees hired after January 1 of each payroll year will receive prorated holiday hours based on the schedule below:

<b>Hire Date</b>	<b>Holiday Hours</b>
January – March	60
April – June	45

North Central States Regional Council of Carpenters - -- 2025-2028

July – September	30
October – December	15

A total of 60 hours will be available for use at the start of each payroll year. When a holiday falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees.



**ARTICLE 8 - RATES OF PAY**

Section 1.

**2025 Rates**

**AGC of Minnesota, CCAMDPA**

Area A-1 Only (Metro)

**Commercial Carpenter Wages Rates**

Classification	Percent	Gross Wages	Deductions		Fringe Benefits					Total Package
			Savings	Dues	Flex Choice (health & DC Pension)	DB Pension	WWP	Apprentice/ Education	CTTF Fund	
General Foreman	100%	\$53.04	(\$2.20)	(\$2.12)	\$16.68	\$13.17	\$1.00	\$0.84	\$0.15	\$84.90

2026 Rates

AGC of Minnesota, CCAMDP

Area A-1 Only (Metro)

Commercial Carpenter Wages Rates

Classification	Percent	Gross Wages	Deductions		Fringe Benefits						Total Package
			Savings	Dues	Flex Choice (health & DC Pension)	DB Pension	WWP	Apprentice/ Education	CTTF Fund	Fair Contracting	
General Foreman											\$87.90

2027 Rates

AGC of Minnesota, CCAMDPA

Area A-1 Only (Metro)

Commercial Carpenter Wages Rates

Classification	Percent	Gross Wages	Deductions		Fringe Benefits					Total Package
			Savings	Dues	Flex Choice (health & DC Pension)	DB Pension	WWP	Apprentice/ Education	CTTF Fund	
General Foreman										*TBD

\*Effective 5/1/2027, General Foreman hourly rate will increase to 13.5% of Journeyperson gross hourly rate.

## **Letter of Understanding regarding Minnesota Paid Leave Act**

June 10, 2025

Robb Nelson  
Rob Busch  
North Central States Regional Council of Carpenters  
700 Olive Street  
Saint Paul, MN 55130

Mr. Nelson and Mr. Busch,

As of January 1, 2026, the Minnesota Paid Leave Law will be available to covered employees as defined under Minnesota Statute Chapter 268B. Based on the current law, the parties recognize a 50% default split of the total premium in the absence of negotiating otherwise.

During the term of the current labor agreement, should the statute have a material change impacting the premium payments, the parties agree to meet and negotiate impact at such time

Sincerely,

Tilena Christianson  
Labor Relations Advocate

**Signature Page**

Contract No. A2512945

WITNESSES:

Tilena Christianson

HENNEPIN COUNTY:

By: Irene Fernandez  
Chair of its County Board

Todd Olness

Todd Olness (Aug 15, 2025 10:27:13 CDT)

And: Jodi M. Wentland  
County Administrator

DATE:

08/15/2025

ATTEST: Shirley Ann Selton  
Deputy/Clerk of the County Board

And: [Signature]  
Chief Labor Relations Officer

Reviewed by the County  
Attorney Office

Katie Lynch

DATE 08/18/2025

North Central States Regional  
Council of Carpenters

By: Robert Busch  
Robert Busch (Aug 15, 2025 10:18:09 CDT)  
Its Representative