

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, hereinafter referred to as the "COUNTY," A-2300 Government Center, Minneapolis, Minnesota 55487, and the Minneapolis Chapter, Minnesota Mechanical Contractors Association, hereinafter referred to as ("MMCA") and the Minneapolis Pipefitters, Local 539, hereinafter referred to as ("Local 539"), and the Plumbers Local #15, hereinafter referred to as ("Local 15").

WITNESSETH

WHEREAS, MMCA, LOCAL 539 and LOCAL 15 provides equal opportunity to all employees, union members, and applicants for apprenticeships and/or employment in accordance with all applicable equal employment opportunity and affirmation action laws, directives, and regulations of federal, state and local governing bodies and agencies thereof; and

WHEREAS, MMCA, LOCAL 539 and LOCAL 15 have developed Affirmative Action Plans which fulfill the requirements of Hennepin County's policy relative to Affirmative Action; and

WHEREAS, MMCA, LOCAL 539 and LOCAL 15 are committed to providing the necessary time and resources, both financial and human, to achieve the goals of equal employment and affirmative action; and

WHEREAS, it is the desire of MMCA, LOCAL 539 and LOCAL 15 to have a certified Affirmative Action Plan approved and on file with Hennepin County for a period of three (3) years; and

WHEREAS, the COUNTY agrees that a certified Affirmative Action Plan is an efficient and effective means of promoting equal employment opportunity and affirmative action;

NOW THEREFORE, the following represents the MMCA, LOCAL 539 and LOCAL 15 EEO policy and Affirmative Action Plan:

- I. EQUAL EMPLOYMENT OPPORTUNITIES (EEO)/AFFIRMATIVE ACTION PLAN
  - A. The policy of MMCA, LOCAL 539 and LOCAL 15 is to provide equal opportunity to all employees, union members, and applicants for apprenticeship and/or employment in accordance with all applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal,

state, and local governing bodies and agencies thereof, specifically including the COUNTY's Equal Employment Opportunity/Affirmative Action Policies with regard to employment and all rules and regulations now in effect and as amended from time to time.

- B. MMCA, LOCAL 539 and LOCAL 15 will not discriminate against any employee, member, or applicant because of race, color, creed, religion, age, sex, disability, marital status, affectional/sexual preference, public assistance status, ex-offender status or national origin.
- C. MMCA, LOCAL 539 and LOCAL 15 will take affirmative action to ensure that all employment and membership practices are free of such discrimination. Such employment and membership practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, referral, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- D. MMCA, LOCAL 539 and LOCAL 15 prohibit harassment of any employee, member or applicant because of protected class status, including sexual harassment.
- E. MMCA, LOCAL 539 and LOCAL 15 will commit the necessary time and resources, both financial and human, to achieve the goals of equal opportunity and affirmative action.
- F. MMCA members will evaluate the performance of their management and supervisory personnel on the basis of their performance in achieving these equal opportunity' and affirmative action objectives as well as any other criteria the company uses. Any MMCA members who do not comply with the equal employment opportunity policies and procedures set forth in this document will be subject to adverse action. Any subcontractor not complying with all applicable equal employment opportunity/affirmative action laws, directives, and regulations of the federal, state, and local governing bodies, or agencies thereof, specifically, the COUNTY's Equal Employment Opportunity/Affirmative Action Policy with regard to employment, will be subject to appropriate legal sanctions.
- G. MMCA has appointed its Executive Vice President as Equal Employment Opportunity (EEO) Coordinator to assist the equal employment opportunity program. If there is any personnel change in this position, MMCA must notify the Manager of the Purchasing and Targeted Contract Services Division of the change immediately and in writing. Responsibilities will include monitoring all affirmative action and equal employment opportunity activities of the MMCA member companies and LOCAL 539 and LOCAL 15, and reporting the effectiveness of these activities as required by federal, state, and local agencies.

If any employee of a member company believes she or he has been discriminated against, they may contact the EEO Coordinator for MMCA, in addition to pursuing the matter through channels established by the member company internally. NIMCA's members listed on attached Exhibit A shall at all times be considered the contracting parties for purposes of affixing responsibility for compliance with this Affirmative Action Plan. MMCA and its Executive Vice President shall function solely in a representative capacity and shall bear no responsibility for non-compliance by member employers.

Date 12-18-00

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## II. RESPONSIBILITIES OF EEO COORDINATOR

The following listed responsibilities are the responsibilities of MMCA's employer members. The EEO Coordinator for this plan is the Chapter Administrator of MMCA. The duties of the EEO Coordinator are to provide advice and assistance to member companies in meeting their responsibilities and to serve as a central clearinghouse for information concerning member companies' compliance with these responsibilities. The duties of the EEO Coordinator are to:

- A. Assist member companies in developing and updating written affirmative action plans and policies consistent with the Affirmative Action Plan.
- B. Implement affirmative action plans, including internal and external dissemination of the policy and plan.
- C. Coordinate recruitment and employment of women, people of color, and qualified disabled persons.

- D. Serve as a liaison between NIMCA, its member companies, LOCAL 539 and LOCAL 15, and the COUNTY.
- E. Conduct and/or coordinate EEO training and orientation of MMCA members' supervisors, managers and union stewards to inform them of their responsibilities pursuant to the Affirmative Action Plan.
- F. Ensure that managers, supervisors and stewards understand that it is their responsibility to take action to prevent harassment of protected class employees and applicants for employment.
- G. Ensure that all employees/members of color, female employees/members, and members/employees with disabilities are provided equal opportunity as related to member- or union-sponsored training programs, recreational/social activities, benefit plans, pay, and other working conditions without regard to race, color, creed, religion, age, sex, disability, marital status, affectional/sexual preference, public assistance status, ex-offender status, or national origin.
- H. Receive, investigate, and attempt to resolve any and all EEO complaints, and assist members with complaints as requested.
- I. Monitor and measure contracting parties' progress toward affirmative action goals, and report results to MMCA members and management.
- J. Maintain EEO reports and records, and make them available to appropriate enforcement agencies.
- K. Coordinate the implementation of necessary remedial actions to meet compliance requirements and goals.
- L. Hold regular discussions with member companies, project managers, supervisors, employees and stewards to ensure that the equal employment policies of the contracting parties are being followed.
- M. Receive and maintain monitoring reports from members to ensure compliance in such areas as:
  - 1. Employment of women, people of color, and qualified disabled persons.
  - 2. Conspicuous display of EEO posters.
  - 3. Discouragement of any form of harassment and intimidation due to protected class status, including sexual harassment.

- N. Survey member companies to develop an aggregate EEO- ( form for internal workforce.

### III. DISSEMINATION OF AFFIRMATIVE ACTION POLICY AND PLAN

#### A. Internal Dissemination

1. The policy statement will be permanently and conspicuously displayed in areas such as association, union, and employee bulletin boards and lunch areas, and will be printed in MMCA, LOCAL 539 and LOCAL 15 newsletters and other publications.
2. All members and their employees will be furnished a copy of the policy statement and will be notified of location and availability of the Affirmative Action Plan. This policy will be made available to all employees, including part-time, temporary, or seasonal employees.
3. The contracting parties will conduct orientation/training sessions to thoroughly inform members and employees, including apprentices, of the industry's EEO/AA commitment.

#### B. External Dissemination

1. The contracting parties will notify all recruitment sources and protected class media (see Appendix B) of their EEO policy and encourage them to refer women, persons of color, and persons with disabilities to assist in achieving the affirmative action objectives.
2. MMCA shall include on all stationery, letterhead, and advertisements, specific statements relating to its representation of EEO employers.
3. LOCAL 539 and LOCAL 15 shall include on all stationery, letterhead, and advertisements, specific statements relating to their commitment to pursuing equal employment opportunity and affirmative action for their members.

#### C. Construction Projects

1. MMCA members will participate in prebid, preaward, and preconstruction conferences at which the company's affirmative action commitment and the subcontractor's responsibilities regarding affirmative action are discussed. In all such forums, the COUNTY's construction goals for minority and female representation in the workforce on COUNTY projects shall be stressed, and MMCA shall

obtain a commitment from all member participants that they will take affirmative action to meet those goals.

2. For each COUNTY project, MMCA members will notify subcontractors, vendors, and suppliers writing of the affirmative action policy and the project goals that require their supportive action.
3. MMCA members will include the Affirmative Action Clause (Appendix C) in all bid specifications and contracts for county-assisted projects.

#### IV. RECRUITMENT AND RETENTION OF EMPLOYEES

##### A. Recruitment of Qualifiable People of Color, Females, and Persons with Disabilities

1. MMCA will develop contacts with employee development and referral organization(s) and will work with said organization(s) to obtain qualifiable people of color, females and persons with disabilities for this purpose.
2. MMCA is committed to encouraging and supporting retention of all qualified applicants by MMCA's member companies, so that people of color, females and persons with disabilities will have an equal opportunity to become part of the permanent workforce in the mechanical (plumbing and pipefitting) trades.

##### B. Construction Projects

1. MMCA and its members will encourage contractors/subcontractors to use agencies/organizations that refer women, people of color, and people with disabilities for employment.
2. MMCA members will contact and involve, prior to and throughout construction, employee development and referral organizations or other like resources and organizations for the purpose of recruiting and employing qualifiable persons of color, women, and persons with disabilities into their workforce. MMCA and its members will require utilization of recruitment resources provided by the COUNTY and will disseminate and encourage use of the resources by subcontractors. Records will be maintained of all the utilization required in this paragraph.
3. The respective Joint Apprenticeship Committees will notify the Hennepin County Purchasing and Targeted Contract Services Division of apprenticeship openings, in writing, as they arise.

C. Retention

1. A committee of member representatives from MMCA, the Labor Unions, and the COUNTY will make efforts and work with appropriate agencies and organizations to increase retention of employees who are women, people of color, or those with disabilities.
2. A good faith effort will be made by member firms to increase their internal workforce to meet goals consistent with availability of persons of color and females, by job group, consistent with Section IV.A above.

V. INTERNAL EEO COMPLAINT PROCEDURES

MMCA has attached as Appendix D to this document, in outline format the internal EEO complaint procedures that they have assisted members in developing.

VI. GOALS

MMCA, LOCAL 539 and LOCAL 15 will make good faith efforts to recruit on an annual basis incoming apprenticeship classes of ten percent (10%) females and fifteen percent (15%) persons of color.

To this end, MMCA, LOCAL 539 and LOCAL 15 have established contacts with employee development and referral organizations to assist them in recruiting and obtaining qualified persons of color and females for their workforces. MMCA, LOCAL 539 and LOCAL 15 plan to meet or exceed the goals set forth herein as follows:

- A. Pipefitting and Plumbing Apprenticeships. MMCA, LOCAL 539 and LOCAL 15 will place, from the below-listed organizations, qualifiable people of color and females into their apprenticeship program for the year 2001, at the following rates:

American Indian OIC	2
Summit Academy OIC	2
Minneapolis Urban League/LEAP	2
WomenVenture	2
Center for Asian and Pacific Islanders	2
CENTRO (Cultural Chicano)	2
Minneapolis Rehabilitation Center	2
Federal FORUM	2
Hennepin County Training and Employment Assistance	2

- B. Pipefitting Scholarships. The Service Pipefitting trade has a two-year vocational/ technical educational requirement before one can be accepted into apprenticeship. MMCA and LOCAL 539 plan to affirmatively address this by committing an annual maximum of fifteen thousand dollars (\$15,000) for scholarship(s) to a 2-year Pipefitting degree program, or the equivalent or better at a local vocational/technical school.

MMCA and LOCAL 539 will work with employee development and referral organization(s) to coordinate the scholarship program. This scholarship program shall start in the January 2001 school year. MMCA will report annually, to the Hennepin County Purchasing and Targeted Contract Services Division, the status of the scholarship program.

- C. Summer Work Program. The service pipefitting trade and the plumbing trade typically hire "summer work" help. Historically, this has been a useful way to find qualifiable workers, many of who are able to utilize this experience to establish themselves with the hiring company, and to become part of the permanent workforce. Recognizing this as an inroad into permanent employment, MMCA, LOCAL 539 and LOCAL 15 will work with employee development organizations to recruit qualifiable workers for this program. MMCA, LOCAL 539 and LOCAL 15 will accept qualifiable people of color, females, and persons with disabilities as applicants into the "summer work" program for the year 2001, from the below-listed organizations, at the following rates:

American Indian OIC	2
Summit Academy OIC	2
Minneapolis Urban League/LEAP	2
WomenVenture	2
Center for Asian and Pacific Islanders	2
CENTRO (Cultural Chicano)	2
Minneapolis Rehabilitation Center	2
Federal FORUM	2
Hennepin County Training and Employment Assistance	2

Nothing herein shall be understood to prohibit MMCA, LOCAL 539 and LOCAL 15 from establishing and working with other employee development and referral organizations, or from taking other measures in order to obtain qualifiable people of color and female applicants, in the event that any of the above-noted organizations fail to provide MMCA, LOCAL 539 and LOCAL 15 with qualifiable referrals for the purposes of this agreement, or if MMCA, LOCAL 539 and LOCAL 15 find a more effective means of obtaining said applicants.

members will maintain good-faith efforts to employ females and persons of color based on goals established by the COUNTY on all COUNTY construction projects.

## VII. INTERNAL AUDIT AND REPORTING SYSTEM

MMCA member companies will submit certified payroll records by race and sex and submit monthly report forms showing:

1. The total number of persons and hours worked on COUNTY-assisted construction projects by race and sex, and require each,of its subcontractors to submit such forms.
2. A narrative explanation of the affirmative actions MMCA and its subcontractors took to achieve the goals if the report shows non-achievement of any goals.
3. MMCA members will submit certified payroll records or monthly reports and other reports as necessary to the COUNTY for the purpose of assessing compliance with its contractual agreements, affirmative action plan, and COUNTY requirements.
4. A compliance audit of this Agreement will be conducted as deemed necessary by the Hennepin County Purchasing and Targeted Contract Services Division to ensure that good-faith efforts are being made to meet the goals set forth herein. The parties to this Agreement will meet together to review the audit and ensure compliance with this Agreement.

## VIII. SUBCONTRACTOR RESPONSIBILITIES

MMCA members will notify subcontractors of their responsibilities for equal opportunity and affirmative action under this Affirmative Action Plan, and will require them to comply.

## IX. UPDATING MEMBERSHIP INFORMATION

MMCA will notify the Hennepin County Purchasing and Targeted Contract Services Division, in writing, of any new members that are added to their roles, and that become party to this Agreement. Further, MMCA will present the Hennepin County Purchasing and Targeted Contract Services Division, on a quarterly basis, with a current list of members that are a party to this Agreement.

## X. INDEPENDENT CONTRACTOR

MMCA, LOCAL 539 and LOCAL 15 shall select the means, method and manner of performing the services herein. Nothing is intended or should be construed in any

manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting NINICA or LOCAL 539 and LOCAL 15 as the agent, representative, or employee of the COUNTY for any purpose or in any manner whatsoever. MMCA, LOCAL 539 and LOCAL 15 are and shall remain independent with respect to all services performed under this Agreement. MMCA, LOCAL 539 and LOCAL 15 represent that they have or will secure at their own expense all personnel required in performing services under this Agreement. Any and all personnel of MMCA, LOCAL 539 and LOCAL 15 or other persons while engaged in the performance of any work under this Agreement shall have no contractual relationship with the COUNTY, and shall not be considered employees of the COUNTY. Any and all claims that may or might arise under the Unemployment Compensation Act or the Worker's Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against MMCA or LOCAL 539 and LOCAL 15, its officers, agents, contractors or employees shall in no way be the responsibility of the COUNTY. MMCA, LOCAL 539 and LOCAL 15 shall defend, indemnify, and hold the COUNTY, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commissioner or court.

## XI. INDEMNIFICATION

- A. MMCA, LOCAL 539 and LOCAL 15 and the COUNTY each agree that they shall be responsible for any acts or omission of their respective subcontractors, agents, or anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable.
- B. Each party agrees to defend, indemnify, and hold harmless the other parties, their officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of a party, its subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the party to perform fully, in any respect, all obligations under this contract.
- C. The COUNTY's liability shall be governed by Minnesota Statute Chapter 466 and other applicable law.

## XII. REPORTING AND RECORDS AVAMABILITY

- A. MMCA, LOCAL 539 and LOCAL 15 shall ensure that all records and documents maintained pursuant to this Agreement are available at all reasonable

times for inspection, review or audit by personnel of the COUNTY or its designees.

- B. Subject to the requirements of Minnesota Statutes Section 16C, Subd. 5 (as may be amended), MMCA, LOCAL 539 and LOCAL 15 agree that the County, the State Auditor, the Legislative Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of MMCA, LOCAL 539 and LOCAL 15 and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

### XIII. ASSIGNMENT

MMCA, LOCAL 539 and LOCAL 15 shall not assign, subcontract, transfer or pledge this Agreement and/or the responsibilities to be performed hereunder, whether in whole or in part, without the prior written consent of the COUNTY.

### XIV. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

### XV. DATA PRIVACY

MMCA, their officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. MMCA agrees to defend, indemnify and hold the COUNTY, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from MMCA's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

#### XVI. CANCELLATION

This Agreement may be cancelled with or without cause by a party hereto upon sixty (60) days' written notice sent registered or certified mail to the other parties.

#### XVII. PAPER RECYCLING

The COUNTY encourages MMCA, LOCAL 539 and LOCAL 15 to develop and implement an office and newsprint recycling program.

#### XVIII. CONTRACT ADMINISTRATION

In order to coordinate the services of MMCA, LOCAL 539 and LOCAL 15 with the activities of the COUNTY so as to accomplish the purposes of the Agreement, the Manager -Targeted Contract Services, or designee, shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and MMCA, LOCAL 539 and LOCAL 15.

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COUNTY BOARD APPROVAL

STATE OF MINNESOTA

ACKNOWLEDGEMENT

STATE OF Montana

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*James P. Jones*