

2017-2021

Negotiated Agreement



The North Central States Regional Council of Carpenters and Joiners



TMI Systems Corporation

GENERAL PURPOSE

This Agreement is made and entered into by and between TMI Systems Corporation and/or its successors, located in Dickinson, North Dakota, hereinafter referred to as the Employer, and North Central States Regional Council of Carpenters, hereinafter referred to as the Union.

Section 1: The general purpose of this Agreement is to promote the mutual interests of the employees and of the employer to provide for more efficient operation of the company's business under methods which will advance to the fullest extent the safety and welfare of the employees and the employer, to increase economy of operation, eliminate waste, increase quality of production, promote cleanliness of the plant and plant facilities, for the protection of company property, and to provide means for the solution of grievances. The execution of this Agreement expressly recognizes it to be the duty of the employees and the employer to cooperate fully for the advancement of these purposes.

Section 2: Should any provision, part of a provision, or provisions of this Agreement or any application thereof, become unlawful by virtue of any Federal or State Law, or Executive Order of the President of the United States, or Governor of the State of North Dakota pursuant to law, or final adjudication of any court of competent jurisdiction, the provisions or application of a provision of this Agreement shall be modified in compliance with the law, or order of final adjudication, but in all other respects, the provisions of this Agreement shall continue in effect.

UNION RECOGNITION

Section 1: The employer hereby recognizes and acknowledges that North Central States Regional Council of Carpenters is the exclusive representative of all employees in this classification and categories of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

Section 2: Membership is on a voluntary basis on the part of each employee. The union shall determine union dues and members are required to make monthly payments after their probationary period. TMI will deduct dues per the written authorization signed by such employee (exhibit D) on the second payroll of the month with payment made to the union within 5 working days.

DURATION OF NEGOTIATED AGREEMENT/AMENDMENTS/MODIFICATIONS

Section 1: This agreement shall be in effect from April 3, 2017 to March 28, 2021 at which time this agreement shall be automatically renewed unless either party gives notice to the other party, not less than sixty (60) days prior to the annual date of expiration of its desire to reopen negotiations as to certain provisions or additions of the agreement. In the event such written notice is given and a new agreement is not signed before the expiration date to this agreement, then this agreement shall continue in effect until a new agreement is signed or until negotiations are formally broken off.

Section 2: This Agreement may be amended or modified by mutual consent of parties hereto; and such amendment or modification shall be in writing and subscribed to in the same manner and methods in this Agreement.

Signed this 13th day of April 2017.

TMI SYSTEMS CORPORATION

BY: 

Dennis W. Johnson, President

BY: 

Lynn M. McChesney, Vice President

BY: 

Douglas A. Jilek, Vice President

BY: 

Tom Krank

BY: 

Chris Johnson

**NORTH CENTRAL STATES REGIONAL
COUNCIL OF CARPENTERS**

BY: 

Chris Hill, Director of Representatives

BY: 

Dan Roemmich

BY: 

Loren Adams

BY: 

Scott Weiland