

# MEMORANDUM OF AGREEMENT

## 2012-2013 TERMS AND CONDITIONS OF EMPLOYMENT FOR CARPENTERS

This Memorandum of Agreement is by and between Independent School District No. 625 ("District"), Employer, and the Lakes and Plains Regional Council of Carpenters and Joiners of United Brotherhood of Carpenters and Joiners of America, exclusive representative for carpenters. The purpose of this agreement is to establish terms and conditions of employment for the period May 1, 2012, through April 30, 2013.

### PERTINENT FACTS:

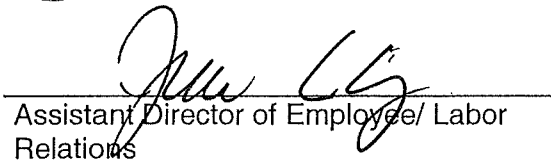
The employment agreement with School District carpenters expires on April 30, 2013. The terms and conditions in the 2010-2013 contract, except for Appendices C and D, will remain in force through April 30, 2013. Revised Appendices C and D are attached to this Memorandum of Agreement and constitute the annual wage/benefit changes for this group for the period May 1, 2012, through April 30, 2013. The actual effective date for the wage increase will be May 5, 2012, the first pay period closest to May 1, 2012 (see the attached Appendices C and D for actual rates). All other terms and conditions of employment remain unchanged and in force through April 30, 2013.

INDEPENDENT SCHOOL DISTRICT,  
NO. 625

LAKES AND PLAINS REGIONAL  
COUNCIL OF CARPENTERS AND  
JOINERS OF UNITED BROTHERHOOD  
OF CARPENTERS AND JOINERS OF  
AMERICA

  
Chair Board of Education

  
Business Representative

  
Assistant Director of Employee/ Labor  
Relations

08-08-12  
Date

7/17/2012  
Date

Attachments: 2012-2013 Appendix C and Appendix D



Iowa · Minnesota  
Nebraska · North Dakota  
South Dakota · Wisconsin



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Representative

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APPENDIX C

C1. The total hourly cost to the Employer for wages plus any and all contributions or deductions stated in Appendix D of this Agreement shall not exceed the following amounts:

	Effective <u>4-24-10</u>	Effective <u>5-7-11</u>	Effective <u>5-5-12</u>
Carpenter	\$47.94	\$47.94	\$49.14
Carpenter Foreman	\$49.69	\$49.69	\$50.89

C2. The total taxable hourly rate including wages and the vacation fund and holiday fund contributions in Appendix D and excluding all other benefit costs and obligations in Appendix D, for regular employees for whom the employer contributes to PERA and who are appointed to the following classes of positions shall be as follows:

	Effective <u>4-24-10</u>	Effective <u>1-1-11</u>	Effective <u>5-7-11</u>	Effective <u>5-5-12</u>
Carpenter	\$29.64	\$29.57	\$29.57	\$30.46
Carpenter Foreman	\$31.27	\$31.20	\$31.20	\$32.09

C2A. The basic hourly wage rates in this Appendix (C2A) are for compensation analysis purposes only. These figures represent the portion of the Appendix C1 rates above specifically allocated to wages. These rates do NOT include taxable contributions and therefore should NOT be used for taxable payroll calculations. See Appendix C2 above for total taxable payroll information.

	Effective <u>4-24-10</u>	Effective <u>1-1-11</u>	Effective <u>5-7-11</u>	Effective <u>5-5-12</u>
Carpenter	\$26.36	\$26.29	\$26.29	\$27.14
Carpenter Foreman	\$27.94	\$27.86	\$27.86	\$28.72

C3. The total taxable hourly rate including wages and the vacation contribution in Appendix D for regular and probationary employees who were hired on or after May 1, 2000, and are exempt from PERA; for employees who opted out of receiving employer contributions to PERA during the period May 1, 2000 and December 30, 2000; and temporary employees appointed to the following classes of positions shall be:

	Effective <u>4-22-10</u>	Effective <u>5-7-11</u>	Effective <u>5-5-12</u>
Carpenter	\$31.71	\$31.71	\$32.67
Carpenter Foreman	\$33.46	\$33.46	\$34.42
Temporary Carpenter	\$31.79	\$31.79	\$32.79

NOTES FOR APPENDICES C-2, C-2A AND C-3:

\*\* The May 5, 2012, hourly rates in Appendices C1, C2, C2A and C3 shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the May 5, 2012, total hourly cost determined for the third year wage re-opener.

If a temporary employee working in a title listed in this Appendix C3 becomes subject to the requirements of the Public Employees Retirement Act (PERA), which thereby requires the Employer to make contributions to PERA, the calculated hourly base rate may change so the Employer's cost does not exceed the amounts listed in C1 above.

C4. The basic hourly wage rates for the Apprentice class of positions:

This Section is held open for the addition of appropriate Apprentice rates in the event the Employer initiates the employment of Apprentices.

C5. General Items

If the Union elects to have the contributions listed in Appendix D increased or decreased, the Employer may adjust the rates in Appendix C, Sections C2 through C4 in such a way that the total cost of the package (wage rate plus contributions) remains constant and does not exceed the amounts shown in Appendix C, Section C1.

## APPENDIX D

Effective May 5, 2012, the Employer shall forward the amounts designated in this Appendix D for employees covered by this Agreement to depositories as directed by the Union and agreed to by the Employer.

	Effective <u>4-22-10</u>	Effective <u>5-7-11</u>	Effective <u>5-5-12</u>
Vacation/Dues Fund	\$1.05	\$1.05	\$1.05
Holiday Fund (for regular employees only)	\$1.25	\$1.25	\$1.25
Health and Welfare Fund	\$5.63	\$5.63	\$5.63
Pension Fund	\$9.45	\$9.45	\$9.45
Defined Contribution Pension Fund	\$.69	\$.69	\$.69
Apprenticeship Fund	\$.38	\$.38	\$.38

The Employer shall make legally established non-negotiated pension contributions to PERA. Changes in the mandated PERA rate may change the calculated hourly base rate of pay so the Employer's cost does not exceed the amounts listed in C1 above.

Effective September 1, 2001, all full-time regularly employed carpenters will be covered under the school district's group long-term disability plan. The cost for this plan will be deducted from the C1 total hourly cost. If the premium the district pays for this coverage increases or decreases thereby increasing or decreasing the premium cost for employees; the C1 total hourly cost will be adjusted accordingly.

All contributions made in accordance with this Appendix D shall be deducted from and are not in addition to the amounts shown in Appendix C-1. The Appendix D amounts shall be forwarded to depositories as directed by the Union and agreed to by the Employer.

The Employer shall establish Workers' Compensation and Unemployment Compensation programs as required by Minnesota statutes.

Employees covered by this Agreement shall not be eligible for, governed by or accumulate vacation, sick leave, holiday, funeral leave, or insurance fringe benefits that are or may be established by Personnel Rules, Council Ordinance or Council Resolutions.

The Employer's fringe benefit obligation to employees covered by this Agreement is limited to the contributions and/or deductions 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 and/or deductions.