

**MAY 1, 2011 – APRIL 30, 2014**

**MAINTENANCE LABOR AGREEMENT**

**- between -**

**THE CITY OF SAINT PAUL**

**- and -**

**SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION  
LOCAL 10**

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## **PREAMBLE**

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer and the Sheet Metal Workers International Association Local 10 hereinafter referred to as the Union.

The Employer and the Union concur that this Agreement has as its objective the promotion of the responsibilities of the City of Saint Paul for the benefit of the general public through effective labor-management cooperation.

The Employer and the Union both realize that this goal depends not only on the words in the Agreement but rather primarily on attitudes between people at all levels of responsibility. Constructive attitudes of the City, the Union, and the individual employees will best serve the needs of the general public.

## **ARTICLE 1 – PURPOSE**

- 1.1 The Employer and the Union agree that the purpose for entering into this Agreement is to:
- 1.1 (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;
  - 1.1 (2) Set forth rates of pay, hours of work, and other conditions of employment as have been agreed upon by the Employer and the Union;
  - 1.1 (3) Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.
- 1.2 The Employer and the Union agree that this Agreement serves as a supplement to legislation that creates and directs the Employer. If any part of this Agreement is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by Article 25 (SEVERABILITY).

## **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for all personnel having an employment status of regular, probationary, provisional, and temporary employed in the classes of positions defined in Appendix A as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-513-A dated May 15, 1973.

## **ARTICLE 3 – EMPLOYER RIGHTS**

- 3.1 The Employer retains the right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 3.2 Any “term or condition of employment” not established by this Agreement shall remain with the Employer to eliminate, modify, or establish following written notification to the Union.

## **ARTICLE 4 – UNION RIGHTS**

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

## **ARTICLE 4 – UNION RIGHTS (Continued)**

- 4.1 (1) The Employer shall not deduct dues from the wages of employees covered by this Agreement for any other labor organization.
- 4.1 (2) The Union shall indemnify and save harmless the Employer from any and all claims or charges made against the Employer as a result of the implementation of this Article.
- 4.2 The Union may designate one (1) employee from the bargaining unit to act as a Steward and shall inform the Employer in writing of such designation. Such employee shall have the rights and responsibilities as designated in Article 22 (GRIEVANCE PROCEDURE).
- 4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union, or his designated representative shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working.

## **ARTICLE 5 – SCOPE OF THE AGREEMENT**

- 5.1 This Agreement establishes the “terms and conditions of employment” defined by M.S. 179.63, Subd. 18 for all employees exclusively represented by the Union. This Agreement shall supersede such “terms and conditions of employment” established by Civil Service Rule, Council Ordinance, and Council Resolution.
- 5.2 Effective May 1, 2008, employees represented by this agreement are not subject to nor do they have any rights under the Saint Paul Civil Service Rules.

## **ARTICLE 6 – PROBATIONARY PERIODS**

- 6.1 All personnel, originally hired or rehired following separation, in a regular employment status shall serve a six (6) month probationary period during which time the employee’s fitness and ability to perform the position’s duties and responsibilities shall be evaluated.
  - 6.1 (1) At any time during the probationary period an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 22 (GRIEVANCE PROCEDURE).
  - 6.1 (2) An employee terminated during the probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the Union.
- 6.2 All personnel promoted to a higher class shall serve a six (6) month promotional probationary period during which time the employee's fitness and ability to perform the position’s duties and responsibilities shall be evaluated.

## **ARTICLE 6 – PROBATIONARY PERIODS (Continued)**

- 6.2 (1) At any time during the promotional probationary period an employee may be demoted to the employee's previously held class at the discretion of the Employer without appeal to the provisions of Article 22 (GRIEVANCE PROCEDURE).
- 6.2 (2) An employee demoted during the promotional probationary period shall receive a written notice of the reasons for demotion, a copy of which shall be sent to the Union, and the employee shall be returned to his/her previously held class.

## **ARTICLE 7 – PHILOSOPHY OF EMPLOYMENT AND COMPENSATION**

- 7.1 The Employer and the Union are in full agreement that the philosophy of employment and compensation shall be a "cash" hourly wage and "industry" fringe benefit system.
- 7.2 The Employer shall compensate employees for all hours worked at the basic hourly wage rate and hourly fringe benefit rate as found in Articles 12 (WAGES) and 13 (FRINGE BENEFITS).
- 7.3 No other compensation or fringe benefit shall be accumulated or earned by an employee except as specifically provided for in this Agreement.
- 7.4 The Employer agrees to deduct, from the Taxable Base Wage Rate of all employees covered by this Agreement, an organizing fund dues assessment for each hour worked in the amount of \$0.58 for journeypersons and apprentices and \$.20 for pre-apprentices. This assessment shall be established and administered solely by the Union to promote, support, and improve employment opportunities for members through organizing, market expansion, regulatory initiative, and to include any and all other legitimate purposes approved by the membership.

## **ARTICLE 8 – HOURS OF WORK**

- 8.1 The normal work day shall be eight (8) consecutive hours per day, excluding a thirty (30) minute unpaid lunch period between 7:00 a.m. and 7:00 p.m.
- 8.2 The normal work week shall be five (5) consecutive normal work days.
- 8.3 This section shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week.
- 8.4 All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at an assigned work location until the end of the established work day unless otherwise directed by their supervisor.

## **ARTICLE 8 – HOURS OF WORK (Continued)**

- 8.5 All employees are subject to call-back by the Employer as provided by Article 10 (CALL IN/CALL BACK).
- 8.6 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 for work prior to leaving home, or during the previous work day.

## **ARTICLE 9 – OVERTIME**

- 9.1 All overtime compensated for by the Employer must receive prior authorization from a designated Employer supervisor. No overtime work claim will be honored for payment or credit unless approved in advance. An overtime claim will not be honored, even though shown on the time card, unless the required advance approval has been obtained.
- 9.2 The overtime rate of one and one-half (1.5) the basic hourly rate shall be paid for work performed under the following circumstances:
- 9.2 (1) Time worked in excess of eight (8) hours in any one normal work day; and
- 9.2 (2) Time worked on a sixth (6<sup>th</sup>) day following a normal work week.
- 9.3 The overtime rate of two (2) times the basic hourly rate shall be paid for work performed under the following circumstances:
- 9.3 (1) Time worked on a holiday as defined in Article 15 (HOLIDAYS);
- 9.3 (2) Time worked on a seventh (7<sup>th</sup>) day following a normal work week; and
- 9.3 (3) Time worked in excess of twelve (12) consecutive hours in a twenty-four (24) hour period, provided, that all “emergency” work required by “Acts of God” shall be compensated at the rate of one and one-half (1.5).
- 9.4 For the purposes of calculating overtime compensation overtime hours worked shall not be “pyramided”, compounded, or paid twice for the same hours worked.
- 9.5 Overtime hours worked as provided by this Article shall be paid in cash or in compensatory time as determined by the Employer.

## **ARTICLE 10 – CALL IN/CALL BACK**

10.1 The Employer retains the right to call in or call back employees before an employee has started a normal work day or normal work week and after an employee has completed a normal work day or normal work week.

10.2 Employees called in or called back shall receive a minimum of four (4) hours straight time pay at the basic hourly rate or shall be compensated in accordance with Article 9 (OVERTIME), when applicable, whichever is greater.

10.2 (1) Notwithstanding Article 10.2, employees called in four (4) hours or less prior to their normal work day shall complete the normal work day and be compensated only for the overtime hours worked in accordance with Article 9 (OVERTIME).

## **ARTICLE 11 – WORK LOCATION, RESIDENCY**

11.1 Employees shall report to work location as assigned by a designated Employer supervisor. During the normal work day employees may be assigned to other work locations at the discretion of the Employer.

11.2 The resolution pertaining to residency approved July 26, 1979, under Council File No. 273378 shall apply to all employees covered by this Agreement.

## **ARTICLE 12 – WAGES**

12.1 The basic hourly wage rates as established by Appendix C shall be paid for all hours worked by an employee.

12.2 Provisional and temporary employees shall be compensated in accordance with Article 12.1 (WAGES) and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 13 (FRINGE BENEFITS).

## **ARTICLE 13 – FRINGE BENEFITS**

13.1 The Employer shall make contributions on behalf of and/or make deductions from the wages of employees covered by this Agreement in accordance with Appendix D for all hours worked.

13.2 Provisional, probationary, and regular employees shall be eligible for a paid holiday for Labor Day, the first Monday in September.



## **ARTICLE 14 – SELECTION OF LEAD SHEET METAL WORKER**

- 14.1 The selection of personnel for the class Lead Sheet Metal Worker and Senior Mechanical Inspector shall remain solely with the Employer.
- 14.2 The class Lead Sheet Metal Worker and Senior Mechanical Inspector shall be filled by employees of the bargaining unit on a “temporary assignment”.
- 14.3 All “temporary assignments” shall be made only at the direction of a designated Employer supervisor.
- 14.4 Such “temporary assignments” shall be made only in cases where the position is vacant for more than one (1) normal work day.

## **ARTICLE 15 – HOLIDAYS**

- 15.1 The following ten (10) days shall be designated as holidays:

- New Year’s Day, January 1
- Martin Luther King Day, Third Monday in January
- Presidents’ Day, Third Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Veterans’ Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Day after Thanksgiving, fourth Friday in November
- Christmas Day, December 25

- 15.2 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 three (3) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday.
- 15.3 The ten (10) holidays shall be considered non-work days.
- 15.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled, “called in” or “called back” in accordance with Article 10 (CALL IN/CALL BACK).
- 15.5 Employees assigned to work on Martin Luther King Day, Presidents’ Day, Veterans’ Day or the Day after Thanksgiving shall be compensated on a straight time basis for such hours worked.

## **ARTICLE 15 – HOLIDAYS (Continued)**

- 15.6 Employees assigned to work on New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day or Christmas Day shall be compensated at the rate of two (2) times the basic hourly rate for such hours worked.
- 15.7 Employees working on Labor Day shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to the employee’s regular holiday pay.

## **ARTICLE 16 – DISCIPLINARY PROCEDURES**

- 16.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 16.2 Disciplinary actions by the Employer shall include only the following actions:
- 16.2 (1) Oral reprimand
  - 16.2 (2) Written reprimand
  - 16.2 (3) Suspension
  - 16.2 (4) Demotion
  - 16.2 (5) Discharge
- 16.3 Employees who are suspended, demoted, or discharged shall have the right to appeal these disciplinary actions by following the grievance procedures specified in Article 22 (GRIEVANCE PROCEDURE) of this agreement.

## **ARTICLE 17 – ABSENCES FROM WORK**

- 17.1 Employees who are unable to report for their normal work day have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than the beginning of such work day.
- 17.2 Failure to make such notification may be grounds for discipline as provided in Article 16 (DISCIPLINARY PROCEDURES).
- 17.3 Failure to report for work without notification for three (3) consecutive normal work days may be considered a “quit” by the Employer on the part of the employee.

## **ARTICLE 18 – SENIORITY**

- 18.1 Seniority, for the purposes of this Agreement, shall be defined as follows:
- 18.1(1) “Master Seniority” - the length of continuous regular and probationary service with the Employer from the last date of employment in any and all class titles covered by this Agreement.
  - 18.1(2) “Class Seniority” - the length of continuous regular and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement.
- 18.2 Seniority shall not accumulate during an unpaid leave of absence, except when such a leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an employee to accept an appointment to the unclassified service of the Employer or to an elected or appointed full-time position with the Union.
- 18.3 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 18.4 In the event it is determined by the Employer that it is necessary to reduce the work force all temporary employees shall be released prior to the layoff of permanent employees. Further, it is management’s intent that permanent employees will be laid off by class title within each Department based on inverse length of “Class Seniority”. However, management reserves the right to institute layoffs out of seniority order for legitimate business reasons. Management’s exercise of this right shall not be arbitrary or capricious. If the Union believes that an out-of-order layoff has occurred for an arbitrary or capricious reason, such decision may be grieved under Article 22 (GRIEVANCE PROCEDURE).
- 18.5 The selection of vacation periods shall be made by class title based on length of “Class Seniority”, subject to the approval of the Employer.

## **ARTICLE 19 – JURISDICTION**

- 19.1 Disputes concerning work jurisdiction between and among unions is recognized as an appropriate subject for determination by the various unions representing employees of the Employer.
- 19.2 The Employer agrees to be guided in the assignment of work jurisdiction by any mutual agreements between the unions involved.
- 19.3 In the event of a dispute concerning the performance or assignment of work, the unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute.

## **ARTICLE 19 – JURISDICTION (Continued)**

Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute or to restrict the Employer's basic right to assign work.

- 19.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 19.2 and 19.3 above shall be subject to disciplinary action as provided in Article 16 (DISCIPLINARY PROCEDURES).
- 19.5 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.

## **ARTICLE 20 – SEPARATION**

- 20.1 Employees having a probationary or regular employment status shall be considered separated from employment based on the following actions:
- 20.1 (1) Resignation. Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.
- 20.1 (2) Discharge. As provided in Article 16.
- 20.1 (3) Failure to Report for Duty. As provided in Article 17.
- 20.2 Employees having a temporary or provisional employment status may be terminated at the discretion of the Employer before the completion of a normal work day.

## **ARTICLE 21 – TOOLS**

- 21.1 All employees shall personally provide themselves with the tools of the trade as listed in Appendix B.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

- 22.1 The Employer shall recognize the Steward selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the name of the Steward and of his/her successor when so named.
- 22.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a

## **ARTICLE 22 – GRIEVANCE PROCEDURE (Continued)**

grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided, the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

22.3 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.

22.4 Grievances shall be resolved in conformance with the following procedure:

Step 1 Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's 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 seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within 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 seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward 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 three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3 Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) 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 seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

## **ARTICLE 22 – GRIEVANCE PROCEDURE (Continued)**

- Step 4 If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.
- 22.5 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 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 arbitrator's decision shall be submitted in writing within thirty (30) days following 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.
- 22.6 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 representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.
- 22.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

## **ARTICLE 23 – RIGHT OF SUBCONTRACT**

- 23.1 The Employer may, at any time during the duration of this Agreement, contract out work done by the employees covered by this Agreement. In the event that such contracting would result in a reduction of the work force covered by this Agreement, the Employer shall give the Union a ninety (90) calendar day notice of the intention to subcontract.
- 23.2 The subcontracting of work done by the employees covered by this Agreement shall in all cases be made only to employers who qualify in accordance with Ordinance No. 14013.

## **ARTICLE 24 – NON-DISCRIMINATION**

- 24.1 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, or because of membership or non-membership in the Union.
- 24.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

## **ARTICLE 25 – SEVERABILITY**

- 25.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 25.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative, or judicial determination.

## **ARTICLE 26 – WAIVER**

- 26.1 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.
- 26.2 Therefore, 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 conditions of employment whether specifically covered or not specifically covered by this Agreement. The Union and Employer may, however, mutually agree to modify any provision of this Agreement.
- 26.3 Any and all prior ordinances, 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.

## **ARTICLE 27 – CITY MILEAGE**

- 27.1 Automobile Reimbursement Authorized: Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.

## **ARTICLE 27 – CITY MILEAGE (Continued)**

27.2 Method of Computation: To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.

27.2 (1) Effective October 1, 2005, employees of this bargaining unit shall receive the current IRS mileage reimbursement rate.

27.3 The City will provide off street parking at a location and manner of the Employer's choice within a reasonable distance of the work site for City employees on the above mentioned reimbursement plan who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his or her own personal car available.

## **ARTICLE 28 – DURATION AND PLEDGE**

28.1 This Agreement shall become effective as of May 1, 2011, except as specifically provided otherwise in this Agreement, and shall remain in effect through the 30<sup>th</sup> day of April 2014, and continue in effect from year to year thereafter unless notice to given to change or to terminate this agreement. Retroactive pay adjustments shall apply to all employees of the bargaining unit who are active employees on the date of signing of the agreement except those who have been terminated for cause.

28.2 If either party desires to terminate or modify this Agreement, effective as of the date of expiration, the party wishing to modify or terminate the Agreement shall give written notice to the other party, not more than ninety (90) or less than sixty (60) calendar days prior to the expiration date, provided, that the Agreement may only be so terminated or modified effective as of the expiration date.

28.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

28.3 (1) The Union and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or part from the full, faithful performance of their duties of employment.

28.3 (2) The Employer will not engage in, instigate, or condone any lock-out of employees.



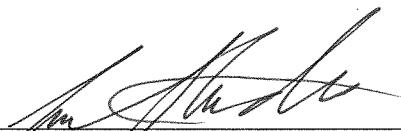
**ARTICLE 28 – DURATION AND PLEDGE (Continued)**


28.3 (3) This constitutes a tentative agreement between the parties which will be recommended by the Director of Labor Relations, but is subject to the approval of the Administration of the City, the City Council and is also subject to ratification by the Association.

Agreed to this 22<sup>nd</sup> day of August, 2011 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representative for the Employer and the Association:

**FOR THE CITY OF ST. PAUL**

**SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION,  
LOCAL 10**

  
\_\_\_\_\_  
Jason Schmidt  
Labor Relations Manager

  
\_\_\_\_\_  
Marty Strub  
Business Manager

  
\_\_\_\_\_  
Ben Reber  
Labor Relations Specialist

## **APPENDIX A**

The classes recognized by the Employer as being exclusively represented by the Union are as follows:

- Senior Mechanical Inspector-Sheet Metal
- Lead Sheet Metal Worker
- Sheet Metal Worker
- Apprentice
- Sheet Metal Inspector;

and other classes that may be established by the Employer where the duties and responsibilities assigned come within the jurisdiction of the Union.

## **APPENDIX B**

Tool Box  
Whitney, Small  
Crescent Wrench or set of Open End Wrenches  
Center Punches  
Hacksaw Frame  
Chisels  
Small Hand Tongs  
6' Folding Rule  
Screw Driver  
Scratch Awls  
Pliers  
Snips, Straight-aviation L and R  
Hammers (Tinnerns)  
Dolly Bar  
Combination Square  
Prick Punch  
10' Tape  
Dividers

## APPENDIX C

**The basic hourly wage rate for temporary employees appointed to the following classes shall be:**

	Effective <u>06/24/2011</u> (or closest pay period)
Sheet Metal Worker	\$44.14
Lead Sheet Metal Worker	\$46.14
Sheet Metal Inspector	\$45.14
1st Step	\$46.14
2nd Step	\$47.14
Senior Mechanical Inspector-Sheet Metal	

The basic hourly wage rates for temporary employees whose length of service and earnings require that they be subject to Public Employees Retirement Association (PERA) contributions shall be the temporary rate divided by 1.0725 effective January 1, 2011. This rate is subject to further increase or decrease by the State of Minnesota.

**The basic hourly wage rate for provisional, regular, and probationary employees appointed to the following classes shall be:**

	Effective <u>06/24/2011</u> (or closest payroll period)
Sheet Metal Worker	\$36.59**
Lead Sheet Metal Worker	\$38.24**
Sheet Metal Inspector	
1st Step	\$37.41**
2nd Step	\$38.24**
Senior Mechanical Inspector-Sheet Metal	\$39.07**

\*\* Effective April 26, 1997, this rate includes the above taxable deductions in addition to 72 hours of paid holidays and 160 hours of paid vacation per fiscal year. Vacation carry over shall be paid in accordance with Section I H of the Saint Paul Salary Plan and Rates of Compensation. Vacation must be approved by the Head of the Department.

## **APPENDIX C (Continued)**

The above rates in Appendix C include the \$2.86 taxable Credit Union deduction which includes the \$0.58 taxable Market Recovery Fund deduction. Also, included in the above rates is the \$4.49 taxable amount paid directly to employees as part of their wage in lieu of a contribution to the Supplemental Pension.

After appearing on the payroll for 1040 hours in the first step, an employee in the Sheet Metal Inspector classification may be granted a wage increase to the second step.

Effective May 1, 2012 (or closest payroll period), there will be an additional \$0.50 per hour increase added to the total package. The parties will agree prior to that date regarding the distribution of the \$0.50 between wages and fringes. This amount will be decreased by any increase in industry funds.

Effective May 1, 2013 (or closest payroll period), there will be an additional \$1.00 per hour increase added to the total package. The parties will agree prior to that date regarding the distribution of the \$1.00 between wages and fringes. This amount will be decreased by any increase in industry funds.

If the Union elects to have the contributions listed in Appendix D increased or decreased, the Employer may adjust the above applicable rates for participating employees in such a way that the total cost of the package (wage rate plus contributions) remains constant.

## APPENDIX D

Effective June 24, 2011 (or closest pay period) the Employer shall:

- (1) contribute to a Welfare Fund \$7.60 per hour for all hours worked by participating employees as defined in Articles 12.3, 12.4 and 12.5 of this Agreement.
- (2) contribute to a Local Pension Fund \$3.64 per hour for all hours worked by participating employees, as defined above.
- (3) contribute to a National Pension Fund \$3.37 per hour for all hours worked by participating employees, as defined above.
- (4) deduct and forward to a Vacation Fund \$2.86 per hour for all hours worked by participating employees, as defined above.
- (5) contribute to the Journeyman and Apprenticeship Training Fund \$0.65 per hour for all hours worked by participating employees, as defined above.
- (6) contribute to the National Scholarship & SMOHI Fund \$0.03 per hour for all hours worked by participating employees, as defined above.
- (7) contribute to a Labor Management Fund \$0.02 per hour for all hours worked by participating employees.
- (8) contribute to the NTF/NEMI fund \$.15 per hour for all hours worked by participating employees.

The Employer will not make the above contributions for Holidays or vacation.

The above contributions may be increased or decreased as long as the applicable hourly rates in Appendix C for participating employees are decreased or increased by the same total amount.

All contributions and deductions made in accordance with this Appendix shall be forwarded to depositories as directed by the Union.

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

The Employer's fringe benefit obligation to employees 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.