

**MAY 1, 2011 - APRIL 30, 2013**

**MAINTENANCE LABOR AGREEMENT**

**- between -**

**THE CITY OF SAINT PAUL**

**- and -**

**INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES  
DISTRICT COUNCIL 82**

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## **P R E A M B L E**

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer and the International Union of Painters and Allied Trades, 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 Employer, 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 24 (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 defined in Appendix A as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-479-A dated April 17, 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 21 (GRIEVANCE PROCEDURE).
- 4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union, or his/her 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. 179A 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 April 30, 2011, Employees represented by this Agreement shall no longer be covered by the Civil Service Rules. All “terms and conditions of employment” shall be defined by this Agreement. However, Employees represented by this Agreement shall continue to be governed by Section 12.01 of the City Charter relating to a merit system for all positions within the bargaining unit.

## **ARTICLE 6 – PROBATIONARY PERIODS**

- 6.1 All personnel, originally hired or rehired following separation, in a regular employment status shall serve a one (1) year 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 21 (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.

## **ARTICLE 7 – HOURS OF WORK**

- 7.1 The normal work day shall be eight (8) consecutive hours per day, excluding a thirty (30) minute lunch period between the hours of 6:00 a.m. and 6:00 p.m.
- 7.2 The normal work week shall be five (5) consecutive normal work days Monday through Friday.
- 7.3 Notwithstanding Article 7.1 and 7.2, employees may through mutual agreement with the Employer, for the purpose of attending seminars, attending conferences, attending training, or working alternative schedules such as four (4) ten (10) hour days; work schedules other than schedules limited by the normal work day and work week as set forth in Article 7.1 and 7.2. The Employer and the Union agree that any refusal to mutually agree to an alternative work schedule referenced in this Article shall not form the basis for reprisals against the Employer and/or Employee.
- 7.4 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.
- 7.5 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.
- 7.6 All employees are subject to call-back by the Employer as provided by Article 9 (CALL BACK/CALL IN).
- 7.7 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 8 – OVERTIME**

- 8.1 Time on the payroll in excess of the normal hours and days set forth above shall be “overtime work” and shall be done only by order of the head of the department. An employee shall be recompensed for work done in excess of the normal hours 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 overtime work. The basis on which such overtime shall be paid shall be determined solely by the Employer.
- 8.2 The rate of one and one-half (1.5) times the hourly rate shall be the overtime rate for work performed under the following circumstances:
- 8.2 (1) Time worked in excess of eight (8) hours in any one normal work day and;

## **ARTICLE 8 – OVERTIME (Continued)**

- 8.2 (2) Time worked in excess of forty (40) hours in any work week. The time and one-half (1.5) overtime rate shall be based on the total rate, including any premium pay, being earned during the overtime hours worked.
- 8.2 (3) Overtime compensation for employees working under an agreement stated in Article 7.3 shall be subject to the overtime provisions of the Fair Labor Standards Act.
- 8.3 For the purpose of calculating overtime compensation overtime hours worked shall not be “pyramided”, compounded, or paid twice for the same hours worked.

## **ARTICLE 9 – CALL BACK/CALL IN**

- 9.1 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.
- 9.2 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 8 (OVERTIME) when applicable, whichever is greater.
  - 9.2 (1) Notwithstanding Article 9.1, 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 8 (OVERTIME).

## **ARTICLE 10 – WORK LOCATION**

- 10.1 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.

## **ARTICLE 11 – WAGES**

- 11.1 The basic hourly wage rates as established by Appendix C shall be paid for all hours worked by an employee. No retroactive payment shall be made to any employee who has been discharged prior to signing of the new Agreement. Effective April 28, 2007, no retroactive payment shall be made to any employee who has terminated his/her employment prior to the signing of the new Agreement.

This Article 11.1 shall not apply to temporary employees who are laid off prior to the signing of a new Agreement.

- 11.2 Regular, provisional and temporary employees shall be compensated in accordance with Article 11.1 (WAGES) and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 12 (FRINGE BENEFITS).

## **ARTICLE 11 – WAGES (Continued)**

- 11.3 Employees covered by this agreement are not eligible to participate in the Public Employee Retirement Association (PERA) plan except for those employees hired prior to May 1, 2001 who elected to remain under the PERA plan pursuant to Section 353.01, subd. 2b(18) of the Minnesota Statutes.
- 11.4 Employees of this bargaining unit shall receive compensation for Court Duty according to the City of Saint Paul Salary Plan and Rates of Compensation, Section I(F).

## **ARTICLE 12 – FRINGE BENEFITS**

- 12.1 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.

## **ARTICLE 13 – SELECTION OF LEAD PAINTER**

- 13.1 The selection of personnel for the class of Lead Painter shall remain solely with the Employer.
- 13.2 The class of Lead Painter shall be filled by employees of the bargaining unit on a “temporary assignment”.
- 13.3 All “temporary assignments” shall be made only at the direction of a designated Employer supervisor.

## **ARTICLE 14 – HOLIDAYS**

- 14.1 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  
Day after Thanksgiving, fourth Friday in November  
Veterans’ Day, November 11  
Thanksgiving Day, fourth Thursday in November  
Christmas Day, December 25

- 14.2 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.



## **ARTICLE 14 – HOLIDAYS (Continued)**

- 14.3 The ten (10) holidays shall be considered non-work days.
- 14.4 If in the judgment of the Employer personnel are necessary for operating or emergency reasons, employees may be scheduled or “called in or called back” in accordance with Article 9 (CALL BACK/CALL IN).
- 14.5 Employees assigned to work on Martin Luther King Day, Presidents’ Day, Day after Thanksgiving or Veterans’ Day shall be compensated on a straight time basis for such hours worked.
- 14.6 Employees assigned to work on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be compensated at the rate of two (2) times the basic hourly rate for such hours worked.

## **ARTICLE 15 – DISCIPLINARY PROCEDURES**

- 15.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 15.2 Disciplinary actions by the Employer shall include only the following actions:
  - 15.2 (1) Oral reprimand.
  - 15.2 (2) Written reprimand.
  - 15.2 (3) Suspension.
  - 15.2 (4) Demotion.
  - 15.2 (5) Discharge.
- 15.3 Effective April 30, 2011, Employees who are disciplined shall have the right to file a grievance according to the process detailed in Article 21 (GRIEVANCE PROCEDURE).

## **ARTICLE 16 – ABSENCES FROM WORK**

- 16.1 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.
- 16.2 Failure to make such notification may be grounds for discipline as provided in Article 15 (DISCIPLINARY PROCEDURES).
- 16.3 Failure to report for work without notification for three (3) consecutive normal work days may be considered by the Employer to be a “quit” on the part of the employee.

## ARTICLE 17 – SENIORITY

17.1 Seniority, for the purposes of this Agreement, shall be defined as follows:

17.1 (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.

17.1 (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.

17.2 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.

17.3 Seniority shall terminate when an employee retires, resigns, or is discharged.

17.4 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 the Employer's intent that permanent employees will be laid off by class title within each Department based on inverse length of "Class Seniority". However, the Employer reserves the right to institute layoffs out of seniority for legitimate business reasons. "Legitimate business reasons" shall include, but not be limited to, retaining employees with specialized skills, training, or experience that are necessary for the Employer to continue ongoing operations that would otherwise be unduly hindered if such employees were not retained. The Union shall receive a thirty (30) day written notification of the legitimate business reasons for out-of-order layoffs only. The Employer'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 21 (GRIEVANCE PROCEDURE). Upon request, the parties agree to "meet and confer" to discuss any out-of-order layoff. This Article shall not be used in place of Article 15 (DISCIPLINARY PROCEDURES) to discharge employees. Employees laid off shall have the right to reinstatement in their Department to any previously held lower paid class title in this bargaining unit, provided such employee has greater "Class Seniority" than the employee being replaced. Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff.

17.5 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 18 – JURISDICTION

- 18.1 Disputes concerning work jurisdiction between and among unions is recognized as an appropriate subject to determination by the various unions representing employees of the Employer.
- 18.2 The Employer agrees to be guided in the assignment of work jurisdiction by any mutual agreements between the unions involved.
- 18.3 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. 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.
- 18.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 18.2 and 18.3 above shall be subject to disciplinary action as provided in Article 15 (DISCIPLINARY PROCEDURES).
- 18.5 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.

## ARTICLE 19 – SEPARATION

- 19.1 Employees having a probationary or regular employment status shall be considered separated from employment based on the following actions:
- 19.1 (1) **Resignation:** Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.
- 19.1 (2) **Discharge:** As provided in Article 15 (DISCIPLINARY PROCEDURES).
- 19.1 (3) **Failure to Report for Duty:** As provided in Article 16 (ABSENCES FROM WORK).
- 19.2 Employees having temporary or provisional employment status may be terminated at the discretion of the Employer before the completion of a normal work day.

## ARTICLE 20 – TOOLS

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

## ARTICLE 21 – GRIEVANCE PROCEDURE

- 21.1 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.
- 21.2 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 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.
- 21.3 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. Effective April 30, 2011, the procedure established by this Article shall be the sole and exclusive procedure for the processing of all grievances, including disciplinary action as provided by Article 15.
- 21.4 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.

## **ARTICLE 21 – GRIEVANCE PROCEDURE (Continued)**

- 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/her 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 to in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.
- 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.
- 21.5 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.
- 21.6 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 cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrators making a charge, the canceling party or the party asking for the postponement shall pay this charge. 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.
- 21.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

## **ARTICLE 22 – RIGHT OF SUBCONTRACT**

- 22.1 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 sub-contract.
- 22.2 The sub-contracting 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 23 – NONDISCRIMINATION**

- 23.1 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, disability or because of membership or non-membership in the Union.
- 23.2 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 24 – SEVERABILITY**

- 24.1 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.
- 24.2 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 25 – WAIVER**

- 25.1 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.
- 25.2 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.

## **ARTICLE 25 – WAIVER (Continued)**

The Union and Employer may, however, mutually agree to modify any provision of this Agreement.

- 25.3 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 26 – CITY MILEAGE**

- 26.1 **Automobile Reimbursement Authorized:** Chapter 33 of the Saint Paul Administrative code shall be superceded for members of this bargaining unit by this article.

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

When an employee is required to use his/her personal automobile to conduct authorized City business, the City shall reimburse the employee at the then current Federal IRS mileage reimbursement rate on the most direct route.

- 26.3 The City will provide 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/her own personal car available.

## **ARTICLE 27 – LEGAL SERVICES**

- 27.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless and indemnify an employee and his/her estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission in the performance and scope of the employee's duties.

## **ARTICLE 28 – JURY DUTY**

- 28.1 An employee who is required during his/her regular working hours to appear in court as a juror or witness, except as a witness in the employee's own behalf against the Employer, shall be paid his/her regular pay while so engaged. Any fees that the employee may receive from the court for such service shall be paid to the City and be deposited with the City Finance Director. Any employee who is scheduled to work a shift, other than the normal daytime shift shall be rescheduled to work the normal daytime shift during such time as he/she is required to appear in court as a juror or witness.

**ARTICLE 29 – DURATION AND PLEDGE**

29.1 Except as herein provided, this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect through April 30, 2013, and thereafter until modified or amended by mutual agreement of the parties. 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.

29.2 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:

29.2 (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.

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


29.2 (3) This constitutes a tentative agreement between the parties which will be recommended by the City Negotiator, but is subject to the approval of the Administration of the City, the City Council and is also subject to ratification by the Union.

AGREED to 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 Union:

**WITNESSES:**

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

8/26/11  
Date

  
\_\_\_\_\_  
Scott Thompson  
Business Representative

8-25-11  
Date

  
\_\_\_\_\_  
Tracey Bles  
Labor Relations Specialist

8/25/11  
Date

  
\_\_\_\_\_  
Terry Nelson  
Business Manager/Secretary Treasurer

8/25/11  
Date



## **APPENDIX A**

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

Lead Painter  
Painter  
Apprentice

and other classes of positions that may be established by the Employer where the duties and responsibilities assigned are determined by the Bureau of Mediation Services to be appropriately represented by this bargaining unit.

**APPENDIX B**

- Duster
- Wall Scrapers
- Putty Knife
- Broad Knife
- Hammer
- Screw Drivers

## APPENDIX C

The basic hourly wage rate for regular employees appointed to the following classes who participate in PERA shall be:

	Effective 5/01/11 (Or closest payperiod)	Effective 5/01/12 (Or closest payperiod)
Painter	\$28.76	***
Lead Painter	\$29.69	***

The basic hourly wage rate for regular and probationary employees appointed to the following classes who are not participating in PERA shall be:

	Effective 5/01/11 (Or closest payperiod)	Effective 5/01/12 (Or closest payperiod)
Painter	\$30.84	***
Lead Painter	\$31.84	***

The basic hourly wage rate for temporary employees appointed to the following classes who are not participating in PERA shall be:

	Effective 5/01/11 (Or closest payperiod)	Effective 5/01/12 (Or closest payperiod)
Painter	\$30.89	***
Lead Painter	\$31.89	***

In the event that the Union elects to have the fringe benefit contributions made by the Employer increased during the contract period, the basic hourly wage rates shall be reduced by the amount of such increase.

When performing the following types of work, the rate of pay shall be seventy-five cents (\$.75) per hour over the basic hourly wage rate for any class covered by this Agreement:

Sandblasting, swing-stage work, erected structural steel skeleton work, all bridge work, all exterior work where safety belt or window jacks are used, spray painting, for application of materials over 50% creosote, and for application of all two component epoxy materials.

## **APPENDIX C (Continued)**

Effective: January 1, 2010: The Employer agrees to pay \$75.00 toward the cost of a pair of safety shoes purchased by an employee who is a member of this unit. The Employer shall contribute toward the cost of one pair of shoes per contract year and shall not be responsible for any additional cost for any additional shoes thereafter. The reimbursement of \$75.00 shall be made only after investigation and approval by the immediate supervisor of that employee. This \$75.00 Employer contribution shall apply only to those employees who are required by the Employer to wear protective shoes.

\*\*\*Effective May 1, 2012 (or closest payroll period), there will be an additional \$1.50 per hour added to the total package. The parties will agree prior to that date as to the distribution of the increase between the wages and fringes.

## APPENDIX D

Effective May 1, 2011 (Or closest pay period), for regular and probationary employees, the Employer shall:

- (1) contribute to a designated **Health and Welfare/Dental Fund** \$6.95 per hour for all hours worked by employees covered by this Agreement.
- (2) contribute to a **Pension Fund** \$9.45 per hour for all hours worked by employees covered by this Agreement.
- (3) deduct \$1.50 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, to a **Vacation Fund**.
- (4) contribute to an **Apprenticeship Training Fund** \$0.56 per hour for all hours worked by employees covered by this Agreement.
- (5) deduct \$1.83 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, to a **Dues Fund**.
- (6) contribute to a Safety Training Awards Recognition Program (STAR) \$0.10 per hour for all hours worked by employees covered by this Agreement.

Effective May 1, 2011 (Or closest pay period), for all temporary employees, the Employer shall

- (1) contribute to a designated **Health and Welfare/Dental Fund** \$6.95 per hour for all hours worked by employees covered by this Agreement.
- (2) contribute to a **Pension Fund** \$9.40 per hour for all hours worked by employees covered by this Agreement.
- (3) deduct \$1.50 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, to a **Vacation Fund**.
- (4) contribute to an **Apprenticeship Training Fund** \$0.56 per hour for all hours worked by employees covered by this Agreement.
- (5) deduct \$1.83 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, to a **Dues Fund**.
- (6) contribute to a Safety Training Awards Recognition Program (STAR) \$0.10 per hour for all hours worked by employees covered by this Agreement.

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

## **APPENDIX D (Continued)**

Employees covered by this Agreement shall not be governed by nor be eligible for, the accumulation of vacation, sick leave, holiday, funeral leave, jury duty, or insurance fringe benefits that are or may be established by Civil Service Rules, Council Ordinance or Council Resolution.

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.

**APPENDIX E**

**APPRENTICE PAINTERS RATES – MAY 1, 2011**

**INDENTURED ON / BEFORE MAY 1, 2008:**

Journeyman Rate: \$30.89

Hours	Base	Health & Welfare	61 Pension	IUPAT Pension	Appr. Train.	STAR	TOTAL	Vac*	Dues*
0-3000 (60%)	\$18.53	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$30.92	\$1.50	\$1.24
3001-4000 (70%)	\$21.62	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$34.01	\$1.50	\$1.35
4001-5000 (80%)	\$24.71	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$37.10	\$1.50	\$1.46
5001-6000 (90%)	\$27.80	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$40.19	\$1.50	\$1.56

\*Vacation at \$1.50 and check-off dues are included in the Base Rate.

PREMIUM RATE: \$0.75 applies to apprentice

**APPRENTICE PAINTERS RATES – MAY 1, 2011**

**INDENTURED AFTER TO MAY 1, 2008**

Journeyman Rate: \$30.89

Hours	Base	Health & Welfare	61 Pension	IUPAT Pension	Appr. Train.	STAR	TOTAL	Vac*	Dues*
0-2000 (50%)	\$15.45	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$27.84	\$1.50	\$1.13
2001-4000 (65%)	\$20.08	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$32.47	\$1.50	\$1.29
4001-5000 (80%)	\$24.71	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$37.10	\$1.50	\$1.46
5001-6000 (90%)	\$27.80	\$6.95	\$3.52	\$1.26	\$0.56	\$0.10	\$40.19	\$1.50	\$1.56

\*Vacation at \$1.50 and check-off dues are included in the Base Rate.

PREMIUM RATE: \$0.75 applies to apprentice