

**MAY 1, 2016 – APRIL 30, 2019**

**MAINTENANCE LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF SAINT PAUL**

**AND**

**BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL UNION 1 MINNESOTA / NORTH DAKOTA**

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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 Bricklayers and Allied Craftworkers Local Union 1 Minnesota/North Dakota 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 23 (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-537-A dated June 4, 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.
- 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 right and responsibilities as designated in Article 20 (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 established the “terms and conditions of employment” defined by M.S. 179.63, Subdivision 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, 2004 employees represented by this Union 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 twelve (12) 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 20 (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 6 – PROBATIONARY PERIODS (Continued)**

- 6.2 All personnel promoted to a higher class shall serve a twelve (12) month promotional probationary period during which time the employee's fitness and ability to perform the position's duties and responsibilities shall be evaluated.
- 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 20 (GRIEVANCE PROCEDURE).
- 6.2(2) An employee demoted during the promotional probationary period shall be returned to the employee's previously held class and shall receive a written notice of the reasons for demotion, 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 7:00 a.m. and 5:30 p.m.
- 7.2 The normal work week shall be five (5) consecutive normal work days Monday through Friday.
- 7.3 If, during the term of this Agreement, it is necessary in the Employer's judgment to establish second and third shifts or a work week of other than Monday through Friday, the Union agrees to enter into negotiations immediately to establish the conditions of such shifts and/or work weeks.
- 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.
- 7.8 Notwithstanding Sections 7.1 through 7.3, employees may, through mutual agreement with the Employer, for the purpose of attending seminars, conferences or training, work schedules other than schedules limited by the normal work day and work week as set forth in Sections 7.1, 7.2 and 7.3.

## **ARTICLE 7 – HOURS OF WORK (Continued)**

7.9 Alternative Work Hours may be established as follows:

7.9(1) If mutually agreeable between both parties, the work week may be scheduled for ten (10) hour days from Monday through Friday, without having to pay overtime. This provision shall apply to all Restoration work, Caulking, Washing and Veneer work only in all areas covered by this agreement.

7.9(2) If mutually agreeable between both parties the work week may be scheduled for nine (9) hour days from Monday through Thursday, and a four (4) hour day Friday. ALL work performed on Friday for the City after the scheduled four (4) hours shall be compensated for at the rate of one and one-half (1.5) times the regular hourly rate.

7.9(3) The 4 - 10s/4 - 9s + 4 shall be scheduled for a minimum of one (1) week without being required to pay overtime.

7.10 Section 7.9 shall not be subject to the provisions of Article 20, "Grievance Procedure."

## **ARTICLE 8 – OVERTIME**

8.1 All overtime compensated for by the Employer must receive prior authorization from a designated Employer supervisor. Any employee failing to receive prior authorization shall be subject to disciplinary action as provided in Article 14 (DISCIPLINARY PROCEDURES).

8.2 The overtime rate of one and one-half (1.5) the basic hourly rate shall be paid for work performed under the following circumstances:

8.2(1) Time worked in excess of eight (8) hours in any one normal work day, and

8.2(2) Time worked in excess of forty (40) hours in a seven (7) day period.

8.2(3) Overtime compensation for employees working under such agreements as stated in Article 7 section 8 of this collective bargaining agreement shall be subject to the provisions of the Fair Labor Standards Act.

8.3 For the purposes of calculating overtime compensation overtime hours worked shall not be "pyramided", compounded, or paid twice for the same hours worked.

8.4 Overtime hours worked as provided by this Article shall be paid in cash or in compensatory time as determined by the Employer.

## **ARTICLE 9 – CALL BACK/CALL IN**

- 9.1 The Employer retains the right to call back/call in 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 9.2, 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 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 terminated his/her employment prior to signing of the 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).
- 11.3 Participating employees shall use all vacation that they have earned and are eligible for as outlined in the Bricklayers and Allied Craftworkers Local Union 1 Minnesota / North Dakota Regular Vacation and Holiday & Reserve Trust Plan Documents.
- 11.4 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(19) of the Minnesota Statutes.
- 11.5 The salary for employees covered by this agreement in the classification of Masonry Inspector shall be in three steps. The first step shall be the entry level step. The second step shall be paid to those who successfully complete 2080 hours of work paid and successfully complete 9 credits in Building Inspection Technology as provided at an accredited community college or vocational school and who have been certified as a Class I Building Official by the State of Minnesota. The third step shall be paid to those who successfully complete an additional 4160 hours of work paid at the step 2 level and successfully complete 24 credits in Building Inspection Technology as provided at an accredited community college or vocational school and attain Class II Building Official Certification. Should the contract provisions conflict with the Salary Plan, the language of the contract shall supersede/replace the conflicting language of the Salary Plan.



## **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 C for all hours worked.

## **ARTICLE 13 – HOLIDAYS**

- 13.1 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

- 13.2 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.

- 13.3 The ten (10) holidays shall be considered non-work days.

- 13.4 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).

- 13.5 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.

- 13.6 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 14 – DISCIPLINARY PROCEDURES**

- 14.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.

## ARTICLE 14 – DISCIPLINARY PROCEDURES (Continued)

14.2 Disciplinary actions by the Employer shall include only the following actions:

- 14.2(1) Oral reprimand.
- 14.2(2) Written reprimand.
- 14.2(3) Suspension.
- 14.2(4) Demotion.
- 14.2(5) Discharge.

## ARTICLE 15 – ABSENCES FROM WORK

- 15.1 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.
- 15.2 Failure to make such notification may be ground for discipline as provided in Article 14 (DISCIPLINARY PROCEDURES).
- 15.3 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 16 – SENIORITY

- 16.1 Seniority, for the purpose of this Agreement, shall be defined as follows:
  - 16.1(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.
  - 16.1(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.
- 16.2 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.
- 16.3 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 16.4 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

## ARTICLE 16 – SENIORITY (Continued)

business reasons. The Union will receive written notification of the legitimate business reason. 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 20 (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 14 (DISCIPLINARY PROCEDURES) to discharge employees.

- 16.5 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 17 – JURISDICTION

- 17.1 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.
- 17.2 The Employer agrees to be guided in the assignment of work jurisdiction by mutual agreements between the unions involved.
- 17.3 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.
- 17.4 Any employee refusing to perform work assigned by the Employer and as clarified by Section 17.2 and 17.3 above shall be subject to disciplinary action as provided in Article 14 (DISCIPLINARY PROCEDURES).
- 17.5 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.

## ARTICLE 18 – SEPARATION

- 18.1 Employees having a probationary or regular employment status shall be considered separated from employment based on the following actions:
- 18.1(1) **Resignation:** Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.
- 18.1(2) **Discharge:** As provided in Article 14 (DISCIPLINARY PROCEDURES).
- 18.1(3) **Failure to Report for Duty:** As provided in Article 15 (ABSENCES FROM WORK).

## **ARTICLE 18 – SEPARATION (Continued)**

- 18.2 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 19 – TOOLS**

- 19.1 All employees shall personally provide themselves with all necessary hand tools.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.

## ARTICLE 20 – GRIEVANCE PROCEDURE (Continued)

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/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.

20.5 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.

20.6 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.

## **ARTICLE 20 – GRIEVANCE PROCEDURE (Continued)**

20.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

## **ARTICLE 21 – RIGHT OF SUBCONTRACT**

21.1 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 sixty (60) calendar day notice of the intention to subcontract.

21.2 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 22 – NONDISCRIMINATION**

22.1 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.

22.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.

## **ARTICLE 23 – SEVERABILITY**

23.1 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.

23.2 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 24 – WAIVER**

24.1 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.

24.2 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.

## ARTICLE 24 – WAIVER (Continued)

- 24.3 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 25 – CITY MILEAGE

- 25.1 **Automobile Reimbursement Authorized:** Chapter 33 of the Saint Paul Administrative Code shall be superseded for members of this bargaining unit by this article.

- 25.2 **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.

- 25.3 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 types of reimbursement plans 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 26 – DURATION AND PLEDGE

- 26.1 This Agreement shall become effective as of the date of signing, except as specifically provided otherwise in Articles 11 (WAGES) and 12 (FRINGE BENEFITS), and shall remain in effect through the 30th day of April, 2019 and continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in 26.2.

- 26.2 If either party desires to terminate or modify this Agreement, 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. The Agreement may only be so terminated or modified effective as of the expiration date.

- 26.3 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:

26.3(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.

**ARTICLE 26 – DURATION AND PLEDGE (Continued)**

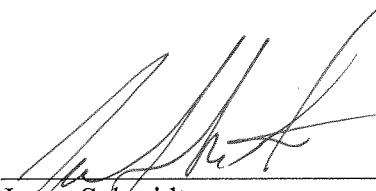
26.3(2) The Employer will not engage in, instigate, or condone any lock-out of employees.

26.3(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, and is also subject to ratification by the Union.

AGREED - 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:**

**CITY OF SAINT PAUL**

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

7/8/16  
\_\_\_\_\_  
Date

**BRICKLAYERS & ALLIED  
CRAFTWORKERS LOCAL 1  
MINNESOTA/NORTH DAKOTA**

  
\_\_\_\_\_  
Terry Wong  
Vice-President/Business Representative

7-18-16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chara Blanch  
Labor Relations Specialist

7/19/16  
\_\_\_\_\_  
Date



## **APPENDIX A**

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

Bricklayer  
Masonry Inspector

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

- a. The basic hourly wage rate for temporary, provisional, regular and probationary employees **not participating** in PERA appointed to the following classes of positions shall be:

**Effective May 1, 2016** (or closest pay period)

| Class   | Base Wage | Taxable Rate: Base plus Vacation & Dues |
|---|-----------|---|
| Bricklayer                                    | \$32.05   | \$36.05                                 |
| Bricklayer Foreman                            | \$35.55   | \$39.55                                 |
| After 16 hours of journeyman upgrade training | \$35.55   | \$39.55                                 |
| Masonry Inspector                             |           |   |
| 1st step                                      | \$32.05   | \$36.05                                 |
| 2nd step                                      | \$35.55   | \$39.55                                 |
| 3 <sup>rd</sup> step                          | \$37.30   | \$41.30                                 |

The rate of pay for Bricklayer Foreman and Step 2 for Masonry Inspector shall be \$3.50 per hour over the Journeyman and Step 1 rates respectively, and \$4.00 per hour over the journeyman and Step 1 rates upon completion of sixteen (16) hours of journeyman upgrade training. The rate of pay for Step 3 for Masonry Inspector shall be \$1.75 per hour over the Step 2 rate.

**Effective May 1, 2017** (or closest pay period) there will be an additional \$1.95 added to the hourly total package from which these wages and benefits are calculated. The parties will agree prior to that date as to the distribution of the \$1.95 increase among the wages and various fringes. This amount will be decreased by any increase in Promotional Funds.

**Effective May 1, 2018** (or closest pay period) there will be an additional \$1.95 added to the hourly total package from which these wages and benefits are calculated. The parties will agree prior to that date as to the distribution of the \$1.95 increase among the wages and various fringes. This amount will be decreased by any increase in Promotional Funds.

## APPENDIX C

Effective **May 1, 2016** (or closest pay period) the Employer shall:

- a. contribute to a Union designated **Health and Welfare Fund** \$9.40 per hour for all hours worked by employees covered by this Agreement.
- b. contribute to a **Local Pension Fund** \$7.15 per hour for all hours worked by employees covered by this Agreement.
- c. contribute to an **International Union Pension Fund** \$2.02 per hour for all hours worked by employees covered by this Agreement. This rate shall include all applicable Pension Protection Act (PPA) funding.
- d. contribute to an **Apprenticeship Training Fund** \$0.30 per hour for all hours worked by employees covered by this Agreement.
- e. deduct and forward \$2.58 to a **Vacation Fund** per hour for all hours worked by employees covered by this Agreement. This amount shall be in the form of a payroll deduction from the rates in Appendix B (Taxable Rate).
- f. deduct and forward \$1.42 to a **Dues Fund** per hour for all hours worked by employees covered by this Agreement. This amount shall be in the form of a payroll deduction from the rates in Appendix B (Taxable Rate).
- g. contribute to a Union designated **Health Reimbursement Arrangement (HRA)** \$0.25 per hour for all hours worked by employees covered by this Agreement.

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

All contributions and/or deductions made in accordance with this Appendix C 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.

With the exception of the usage of sick leave banked as a result of the 1994 Memorandum of Agreement, employees covered by this Agreement shall not be eligible for, governed by, or accumulate vacation, sick leave, holiday, funeral leave, jury duty, or insurance fringe benefits that are or may be established by Personnel Rules, Council Ordinance, or Council Resolutions.

The Employer's fringe benefit obligation 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.