

# MEMORANDUM OF AGREEMENT

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

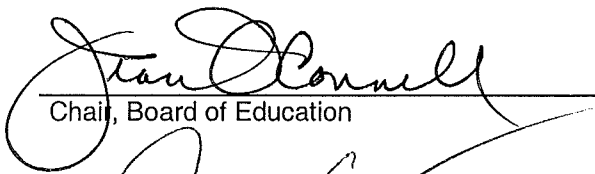
This Memorandum of Agreement is by and between Independent School District No. 625 ("District"), Employer, and the United Association of Plumbers, Local Union No. 34, exclusive representative for plumbers. The purpose of this agreement is to establish terms and conditions of employment for the period May 1, 2012, through April 30, 2013.

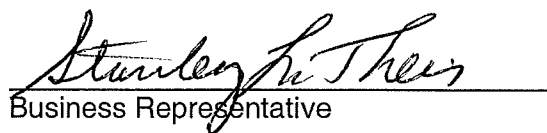
### PERTINENT FACTS:

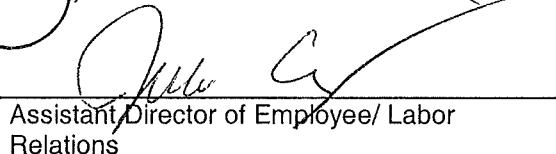
The employment agreement with School District plumbers expires on April 30, 2014. The terms and conditions in the 2011-2014 contract, except for Appendices C and D, will remain in force through April 30, 2014. Revised Appendices C and D are attached to this Memorandum of Agreement constitute the annual wage/benefit changes for this group for the period May 1, 2012, through April 30, 2013. The actual effective date for the wage increase will be June 1, 2012, the first pay period closest to June 1, 2012 (see the attached Appendices C and D for actual rates). All other terms and conditions of employment remain unchanged and in force through April 30, 2014.

INDEPENDENT SCHOOL DISTRICT,  
NO. 625

UNITED ASSOCIATION OF  
PLUMBERS, LOCAL UNION NO. 34

  
\_\_\_\_\_  
Chair, Board of Education

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Assistant Director of Employee/ Labor  
Relations

8-27-12  
\_\_\_\_\_  
Date

9-18-12  
\_\_\_\_\_  
Date

Attachments: 2012-2013 Appendix C and Appendix D

APPENDIX C

C-1. The total hourly cost to the Employer for wages plus any and all contributions or deductions stated in Appendix D of this Agreement shall not exceed the following amounts:

	Effective <u>4/23/2011</u>	Effective <u>6/1/2012</u>	Effective <u>4/20/2013</u>
Plumber	\$59.80	\$60.80	**
Lead Plumber	\$62.40	\$63.50	**

C-2. The total taxable hourly rate including wages and the vacation contribution in Appendix D and excluding all other benefit costs and obligations in Appendix D, for regular and probationary employees who are subject to PERA and who are appointed to the following classes of positions shall be as follows:

	Effective <u>4/23/2011</u>	Effective <u>6/1/2012</u>	Effective <u>4/20/2013</u>
Plumber	\$36.35	\$37.29	**
Lead Plumber	\$38.78	\$39.80	**

C-2A. The basic hourly wage rates in this Appendix (C2A) are for compensation analysis purposes only. These figures represent the portion of the Appendix C1 rates above specifically allocated to wages. These rates do NOT include taxable contributions and therefore should NOT be used for taxable payroll calculations. See Appendix C2 above for total taxable payroll information.

	Effective <u>4/23/2011</u>	Effective <u>6/1/2012</u>	Effective <u>4/20/2013</u>
Plumber	\$31.19	\$30.63	**
Lead Plumber	\$33.62	\$33.14	**

C-3. The total taxable hourly rate including wages and the vacation contribution in Appendix D for temporary employees appointed to the following classes of positions shall be:

	Effective <u>4/23/2011</u>	Effective <u>6/1/2012</u>	Effective <u>4/20/2013</u>
Plumber	\$38.99	\$39.99	**
Lead Plumber	\$41.59	\$42.69	**

C-4. The total taxable hourly rate including wages and the vacation contribution in Appendix D for regular and probationary employees who are not subject to PERA and who are appointed to the following classes of positions shall be:

	<u>Effective</u> <u>4/23/2011</u>	<u>Effective</u> <u>6/1/2012</u>	<u>Effective</u> <u>4/20/2013</u>
Plumber	\$38.99	\$39.99	**
Lead Plumber	\$41.59	\$42.69	**

NOTES FOR APPENDICES C-1, C-2, C-2A, C-3, and C-4:

- \* The June 1, 2012, hourly rates in Appendices C-1, C-2, C-2A, C-3, and C-4 shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the June 1, 2012, total hourly cost stated in Appendix C-1.
- \*\* The April 20, 2013, hourly rates in Appendices C-1, C-2, C-2A, C-3, and C-4 shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the April 20, 2013, total hourly cost stated in Appendix C-1.

C-5 The basic hourly wage rates for the Apprentice class of positions:

Apprentice

0	-	6 months .....	50% of Plumber rate
7	-	12 months.....	55% of Plumber rate
13	-	18 months.....	60% of Plumber rate
19	-	24 months.....	65% of Plumber rate
25	-	30 months.....	70% of Plumber rate
31	-	36 months.....	75% of Plumber rate
37	-	42 months.....	80% of Plumber rate
43	-	48 months.....	85% of Plumber rate
49	-	54 months.....	90% of Plumber rate
55	-	60 months.....	95% of Plumber rate

The total compensation (wages and fringes) received by employees covered by this Agreement shall be equivalent in money to the total package paid by the Employer to employees in comparable classifications in the Agreement between Local 34 and the Twin Cities Piping Industry Association.

The total package cost shall exclude any costs of payments made for industry promotion and/or advertisement or any other purposes not directly and clearly beneficial to the public employer.

In the event Local 34 and any plumbing contractor affiliated or not affiliated with the Twin Cities Piping Industry Association and doing business in the seven-county metropolitan area agree to a total commercial package different from the above total commercial package and which is less than the above total package, such differences shall be immediately applicable to the total compensation paid to employees covered by this Agreement.

## APPENDIX D

Appropriate payroll deductions have been or will be made to the following Union-designated funds per the following schedule:

- (1) \$6.66 per hour for all hours worked by regular employees from which all appropriate payroll deductions have been made to a Union-designated Credit Union Vacation Fund.  
\$5.91 per hour for all hours worked by temporary employees from which all appropriate payroll deductions have been made to a Union designated Credit Union Vacation Fund.
- (2) \$8.56 per hour for all hours worked to a Union-designated Health and Welfare Fund.
- (3) \$6.50 per hour for all hours worked to a Union-designated Pension Fund.
- (4) \$3.00 per hour for all hours worked to a Union-designated Annuity Fund.
- (5) \$2.30 per hour for all hours worked to a Union-designated Retiree Health Trust.
- (5) \$.35 per hour for all hours worked to a Union-designated Journeyman and Apprenticeship Training Fund.
- (6) \$.10 per hour for all hours worked to a Union-designated International Training Fund.

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

All contributions made in accordance with this Appendix D shall be deducted from and are not in addition to the amounts shown in Appendix C1. The Appendix D amounts shall be forwarded to the Twin City Pipe Trades Service Association.

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

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

The Employer's fringe benefit obligation to employees 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.