Memorandum of Agreement

between

The City of Saint Paul and the

International Union of Painters and Allied Trades District Council #82

2023 Wage and Fringe Adjustment

APPENDIX C

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

	Effective	Effective
	05/01/2023	<u>05/01/2024</u>
	(Or closest pay period)	(Or closest pay period)
Painter	\$ 43.07	***
Lead Painter	\$ 44.47	***

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

	Effective 05/01/2023 (Or closest pay period)	Effective 05/01/2024 (Or closest pay period)
Painter	\$ 46.30	***
Lead Painter	\$ 47.80	***

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

	Effective	Effective
	<u>05/01/2023</u>	<u>05/01/2024</u>
	(Or closest pay period)	(Or closest pay period)
Painter	\$ 42.40	***
Lead Painter	\$ 43.90	***

APPENDIX C (Continued)

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, for application of all two component epoxy materials, and application of Elephant Snot or equivalent (only hours using the product).

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.

Beginning **January 1, 2023**, the department will reimburse employees annually with appropriate documentation up to \$150 for a basic pair of prescription safety glasses for those employees who need to wear prescription glasses. To be eligible for reimbursement, the prescription safety glasses must be ANSIZ87 certified.

- *** Effective May 1, 2023 (or closest payroll period), there will be an additional \$2.30 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.
- ***Effective May 1, 2024 (or closest payroll period), there will be an additional \$2.30 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

FRINGE BENEFIT CONTRIBUTION PROCEDURE

The Employer shall report and remit the total amount of fringe benefits contributions and Dues and Savings deductions on a monthly basis for all hours worked by each employee as required in this Appendix D to the Fund Administrator using a form provided by the Fund Administrator. The Fund Administrator will be responsible for applying those contributions and deductions to the appropriate funds and recipients as provided by Appendix D or any subsequent Wage and Fringe Benefit Adjustment. The Employer is not required to send separate checks for each contribution or deduction or to calculate a breakdown of each contribution and deduction provided that the total amount remitted to the Fund Administrator for the month is correct.

Effective May 1, 2023 (or closest pay period), for regular and probationary employees, the Employer shall:

Non-Taxable Fringe Contributions: \$22.65

- (1) contribute to the **District Council 82 Health Care Plan** \$10.15 per hour for all hours worked by employees covered by this Agreement.
- (2) contribute to the **District Council 82 Painting Industry Pension Plan** \$8.34 per hour for all hours worked by employees covered by this Agreement.
- (3) contribute to the International Union of Painters and Allied Trades Industry Pension Fund the sum of \$3.30 per hour for all hours worked by employees covered by this agreement.
- (4) contribute to the Finishing Trades Institute of the Upper Midwest and Finishing Trades Institute \$0.86 per hour for all hours worked by employees covered by this Agreement.
- (5) contribute to a **Safety Training Awards Recognition Program (STAR)** \$0.10 per hour for all hours worked by employees covered by this Agreement.

Taxable Fringe Contributions: \$8.48

- (6) contribute \$5.76 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, to a **Savings Program**.
- (7) deduct \$2.72 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, for **Union Dues**.

APPENDIX D (Continued)

Effective May 1, 2023 (or closest pay period), for all temporary employees, the Employer shall:

Non-Taxable Fringe Contributions: \$26.55

- (1) contribute to the **District Council 82 Health Care Plan** \$10.15 per hour for all hours worked by employees covered by this Agreement.
- (2) contribute to the **District Council 82 Painting Industry Pension Plan** \$9.88 per hour for all hours worked by employees covered by this Agreement.
- (3) contribute to the **DC 82 Defined Contribution Plan** \$1.72 per hour for all hours worked by employees covered by this Agreement.
- (4) contribute to the International Union of Painters and Allied Trades Industry Pension Fund the sum of \$3.94 per hour for all hours worked by employees covered by this agreement.
- (5) contribute to the Finishing Trades Institute of the Upper Midwest and Finishing Trades Institute \$0.86 per hour for all hours worked by employees covered by this Agreement.
- (6) contribute to a **Safety Training Awards Recognition Program (STAR)** \$0.10 per hour for all hours worked by employees covered by this Agreement.

Taxable Fringe Contributions: \$4.22

- (7) contribute \$1.50 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, to a **Savings Program**.
- (8) deduct \$2.72 per hour from which payroll deductions have been made for all hours worked by employees covered by this Agreement, for **Union Dues**.

During the Annual Allocation between wages and fringe benefits the Union shall have the discretion to allocate a portion of the wages and/or fringe benefits of members of the Union to the Painters and Allied Trades District Council 82 Defined Contribution Plan, thereby making the Employer obligated to contribute this amount allocated to the Plan per hour for all hours worked by employees covered by this Agreement. Any amount allocated shall be subtracted from wages and/or other fringe benefits, and shall not affect the total negotiated package of wages and benefits.

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

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 D (Continued)

The following provisions in parts A and B below regarding the IUPAT Industry Pension Fund will not result in any increase in the agreed-upon total cost to the Employer of wages and benefits for each year of this Agreement. The increases to pension contributions referred to below shall be made by allocation by the Union's members from the agreed-upon increases to the total package of wages and benefits. The amounts that must be allocated under these provisions shall be subtracted from wages and/or other fringe benefits, and shall not affect the total negotiated package of wages and benefits.

- A. Effective April 23, 2022, and each year thereafter, the IUPAT Industry Pension Fund contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union shall notify the Employer of the new IUPAT Industry Pension Fund contribution rate each year.
- B. On **January 14, 2022**, the International Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties to this Agreement hereby elect "Alternate Schedule 1 and adopt the following required increases to hourly International Pension Fund contributions:

Effective in the closest pay period to May 1, 2024, there shall be an increase of ten percent (10%) above the existing hourly contribution rate.

APPENDIX E

(or closest pay period) APPRENTICE PAINTERS RATES - May 1, 2023

Journeyman Rate: \$42.40

		Health &	61	IUPAT					
Hours	Base	Welfare	Pension	Pension	FTI-UM	1	TOTAL	Vac*	Dues*
0 - 3000 (65%)	\$30.10	\$10.15	\$3.97	\$1.98	\$0.86		\$47.16	\$1.50	\$1.95
3001 - 4000 (70%)	\$32.41	\$10.15	\$3.97	\$1.98	\$0.86	\$0.10	\$49.47	\$1.50	\$2.03
4001 - 5000 (80%)	\$37.04	\$10.15	\$3.97	\$1.98	\$0.86	16 11	\$54.10	\$1.50	\$2.19
5001 - 6000 (90%)	\$41.67	\$10.15	\$3.97	\$1.98	\$0.86		\$58.73	\$1.50	\$2.36

*Savings at \$1.50 is deducted off base pay.

*All salary adjustments shall be effective on the first day of the pay period including May 1, 2023.

** Employers shall also deduct from the Total Package the District Council 82 check-off.

WITNESSES:

CITY OF SAINT PAUL

Labor Relations Manager Megan Spriggs

AND ALLIED TRADES, DISTRICT COUNCIL #82 INTERNATIONAL UNION OF PAINTERS

Business Representative Ordan Fry

5-1-2023

Date

5-1-2023

Business Manager/Secretary-Treasurer