2011 - 2014

Maintenance Labor Agreement

between

SAINT PAUL PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 625

and

United Association of Plumbers Local 34

May 1, 2011 through April 30, 2014

Saint Paul
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SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

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PREAMBLE

This Agreement is entered into between Independent School District No. 625, hereinafter referred to as the Employer, and the United Association Plumbers Local 34, 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 Independent School District No. 625 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 manpower productivity.

1.2 The Employer and the Union agree that this Agreement serves as a supplement to legislation that creates and directs the Employer. If any part of this Agreement is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by Article 25 (Severability).

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for all personnel having an employment status of regular, probationary, and temporary employed in the classes of positions defined in 2.2 as certified by the Bureau of Mediation Services in accordance with Case No. 91-PCL-2011 dated July 25, 1990.

2.2 The classes of positions recognized as being exclusively represented by the Union are as listed in Appendix A.

ARTICLE 3. EMPLOYER RIGHTS

3.1 The Employer retains the right to operate and manage all manpower, 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 22 (Grievance Procedure).

4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union or the 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.03, Subdivision 19, 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.

ARTICLE 6. PROBATIONARY PERIODS

6.1 All personnel, originally hired or rehired following separation, in a regular employment status shall serve a six (6)-month probationary period during which time the employee's fitness and ability to perform the class of positions' duties and responsibilities shall be evaluated.

6.1.1 At any time during the probationary period an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 22 (Grievance Procedure).

6.1.2 An employee terminated during the probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the Union.

6.2 All personnel promoted to a higher class of positions shall serve a six (6)-month promotional probationary period during which time the employee's fitness and ability to perform the class of positions' 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 of positions at the discretion of the Employer without appeal to the provisions of Article 22 (Grievance Procedure).

6.2.2 An employee demoted during the promotional probationary period shall be returned to the employee's previously held class of positions and shall receive a written notice of the reasons for demotion, a copy of which shall be sent to the Union.

ARTICLE 7. PHILOSOPHY OF EMPLOYMENT AND COMPENSATION

7.1 The Employer and the Union are in full agreement that the philosophy of employment and compensation shall be a "cash" hourly wage and "industry" fringe benefit system.

7.2 The Employer shall compensate employees for all hours worked at the basic hourly wage rate and hourly fringe benefit rate as found in Articles 12 (Wages) and Article 13 (Fringe Benefits).

7.3 No other compensation or fringe benefit shall be accumulated or earned by an employee except as specifically provided for in this Agreement.

ARTICLE 8. HOURS OF WORK

8.1 The normal workday shall be eight (8) consecutive hours per day, excluding a thirty (30)-minute unpaid lunch period, between 7:00 a.m. and 5:30 p.m.

8.2 The normal workweek shall be five (5) consecutive normal workdays Monday through Friday.

8.3 If, during the term of this Agreement, it is necessary in the Employer's judgment to establish second and third shifts or a workweek of other than Monday through Friday, the Union agrees to enter into negotiations immediately to establish the conditions of such shifts and/or workweeks.

8.4 This section shall not be construed as, and is not a guarantee of, any hours of work per normal workday or per normal workweek.

8.5 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 workday unless otherwise directed by their supervisor.

8.6 All employees are subject to call back by the Employer as provided by Article 10 (Call Back).

8.7 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 workday.

ARTICLE 9. OVERTIME

9.1 Time on the payroll in excess of the normal hours 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.

9.2 The rate of one and one-half (1-1/2) the basic hourly rate and fringes shall be the overtime rate for work performed under the following circumstances:

9.2.1 Time worked in excess of eight (8) hours in any one normal workday, and

9.2.2 Time worked in excess of 40 hours in a seven (7)-day period.

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

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

ARTICLE 10. CALL BACK

10.1 The Employer retains the right to call back employees before an employee has started a normal workday or normal workweek and after an employee has completed a normal workday or normal workweek.

10.2 Employees called back shall receive a minimum of four (4) hours of pay at the basic hourly rate.

10.3 The hours worked based on a call back shall be compensated in accordance with Article 9 (Overtime), when applicable, and subject to the minimum established by 10.2 above.

10.4 Employees called back four (4) hours or less prior to their normal workday shall complete the normal workday and be compensated only for the overtime hours worked in accordance with Article 9 (Overtime).

ARTICLE 11. WORK LOCATION

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

11.2 Employees assigned to work locations during the normal workday other than their original assignment, and who are required to furnish their own transportation, shall be compensated for mileage as set forth in Article 27 (Mileage).

ARTICLE 12. WAGES

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

12.2 Regular employees shall be compensated in accordance with Article 12.1 (Wages) and have fringe benefit contributions and/or deductions made on their behalf as provided for by Article 13 (Fringe Benefits).

12.3 Temporary employees shall be compensated in accordance with Article 12.1 (Wages) and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 13 (Fringe Benefits).

ARTICLE 13. FRINGE BENEFITS

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

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

13.3 The Employer will for the period of this Agreement provide, for those employees who were eligible for the Employer's Health and Welfare Plan and who have retired since September 1, 1974, such health insurance premium contributions up to the same dollar amounts as are provided by the Employer at the date of early retirement and the cost of premium contributions toward $5,000 life insurance coverage until such employees reach sixty-five (65) years of age.

In order to be eligible for the premium contributions under the provision 13.3 and 13.4 the employee must:

13.3.1 Be receiving benefits from a public employee retiree act at the time of retirement.

13.3.2 Have severed the employment relationship with the City of Saint Paul and/or Independent School District No. 625 under one of the early retiree plans.

13.3.3 Inform the Human Resource Department of Independent School District No. 625 and Human Resources Office of the City of Saint Paul in writing within sixty (60) days of employee's early retirement date that he or she wishes to be eligible for early retiree insurance benefits.

13.4 For an employee who retired before the execution of this Agreement at age sixty-five (65) or later and who meets the criteria in 13.3, or for early retirees who qualified under 13.3 and have reached age sixty-five (65) after retirement, the Employer will provide payment of premium for a Medicare supplement health coverage policy selected by the Employer.

ARTICLE 14. SELECTION OF LEAD PLUMBER

14.1 The selection of personnel for the class of positions Lead Plumber shall remain solely with the Employer.

14.2 The class of positions Lead Plumber shall be filled by employees of the bargaining unit on a "temporary assignment."

14.3 All "temporary assignments" shall be made only at the direction of a designated Employer supervisor.

14.4 Such "temporary assignments" shall be made only in cases where the class of positions is vacant for more than one (1) normal workday.

ARTICLE 15. HOLIDAYS

15.1 The following nine (9) days shall be designated as unpaid holidays (except Labor Day as noted in Article 13.2):

New Year's Day	January 1
Martin Luther King, Jr. 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
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25.

15.2 When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these three (3) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday.

15.3 The nine (9) holidays shall be considered non-workdays.

15.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or "called back" in accordance with Article 10 (Call Back).

15.5 Employees called in to work on a designated holiday shall be compensated at the rate of two (2) times the basic hourly rate for all hours worked.

15.6 If Martin Luther King, Jr. Day or Presidents' Day falls on a day when school is in session, the employee shall work that day at straight time and another day shall be designated as the holiday. This designated holiday shall be a day determined by agreement between the employee and his supervisor.

15.7 If Martin Luther King Jr. Day, Presidents' Day or the Day After Thanksgiving falls on a day when school is <u>not</u> in session, that day will normally be an unpaid holiday. If the Employer schedules work on such days, employees will be offered an opportunity to work that day at the straight-time rate and will not be required to take another day off to replace the holiday. If the employee is called in on such day, they will be called in accordance with Article 10 and paid as in 15.5.

15.8 In order to be eligible for holiday pay for the Labor Day Holiday, employees who are on active payroll status preceding and following the Labor Day Holiday shall receive pay for the Labor Day Holiday.

15.9 Employees working on Labor Day shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to the regular pay.

ARTICLE 16. DISCIPLINARY PROCEDURES

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

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

16.2.1 Oral reprimand;
16.2.2 Written reprimand;
16.2.3 Suspension;
16.2.4 Demotion;
16.2.5 Discharge.

16.3 Employees who are suspended, demoted or discharged shall retain all rights under Minnesota Statute § 179A.20, Subd. 4, and thereby shall have the right to request that such actions be considered a "grievance" for the purpose of processing through the provisions of Article 22 (Grievance Procedure). Once an employee or the Union in the employee's behalf initiates review of an action, that matter shall not again be reviewed in another forum. Oral reprimands shall not be subject to the grievance review process.

ARTICLE 17. ABSENCES FROM WORK

17.1 Employees who are unable to report for their normal workday have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than the beginning of such workday.

17.2 Failure to make such notification may be grounds for discipline as provided in Article 16 (Disciplinary Procedures).

17.3 Failure to report for work without notification for three (3) consecutive normal workdays may be considered a "quit" by the Employer on the part of the employee.

ARTICLE 18. SENIORITY

18.1 Effective May 1, 1993, for the purpose of this Article, the terms shall be defined as follows:

18.1.1 The term, "Employer," shall mean Independent School District No. 625, Saint Paul Public Schools.

18.1.2 The term, "Master Seniority," shall mean the length of continuous regular and probationary service with the Employer from the date an employee was first appointed to any class title with the Employer covered by this Agreement.

18.1.3 The term, "Class Seniority" shall mean the length of continuous regular and probationary service with the Employer from the date an employee was first appointed to a position with the Employer in a class title covered by this Agreement.

This section 18.1.3 is intended to mean that on or after May 1, 1993, an employee who is newly hired to the Employer (District), no matter what the person's prior experience or how hired by the District, will have his/her class seniority start at zero on the day of appointment to a School District position in that title and seniority will begin to be calculated from that date. An employee's Class Seniority does not revert to zero following recall from an Employer initiated layoff within the twenty-four (24) month recall rights period specified in 18.4. This definition of class seniority will be used for all layoff decisions.

18.2 Seniority shall not accumulate during an unpaid leave of absence, except when such a leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an employee to accept an appointment to the unclassified service of the Employer or to an elected or appointed full-time position with the Union.

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

18.4 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each Department based on inverse length of "Class Seniority." Employees laid off by the Employer shall have the right to reinstatement in any lower-paid class title previously held which is covered by this Agreement, provided the 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 twenty-four (24) months from the last day of work preceding the layoff. No other Civil Service recall rights to this Employer shall apply. This provision does not address any rights the employee may have to be recalled to any other employer.

18.5 The selection of vacation periods shall be made by class title based on length of "Class Seniority," subject to the approval of the Employer.

ARTICLE 19. JURISDICTION

19.1 Disputes concerning work jurisdiction between and among a union is recognized as an appropriate subject to determination by the various unions representing employees of the Employer.

19.2 The Employer agrees to be guided in the assignment of work jurisdiction by any mutual agreements between the unions involved.

19.3 In the event of a dispute concerning the performance or assignment of work, the unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute or to restrict the Employer's basic right to assign work.

19.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 19.2 and 19.3 above shall be subject to disciplinary action as provided in Article 16 (Disciplinary Procedures).

19.5 There shall be no work stoppage, slow down or any disruption of work resulting from a work assignment.

ARTICLE 20. SEPARATION

20.1 Employees having a probationary or regular employment status shall be considered separated from employment based on the following actions:

20.1.1 Resignation. Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.

20.1.2 Discharge. As provided in Article 16.

20.1.3 Failure to Report for Duty. As provided in Article 17.

20.2 Employees having a temporary employment status may be terminated at the discretion of the Employer before the completion of a normal workday.

ARTICLE 21. TOOLS

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

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 The Employer shall recognize Stewards 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 names of the Stewards and of their successors when so named.

22.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

22.3 The procedure established by this Article shall, except as previously noted in Article 16 (Disciplinary Procedures), be the sole and exclusive procedure, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.

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

Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within seven (7) calendar days after receiving the written grievance, a designated Employer Supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2, a designated Employer Supervisor shall meet with the Union Business Manager or a designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting, the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7)-day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

22.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

22.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

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

ARTICLE 23. RIGHT OF SUBCONTRACT

23.1 The Employer may, at any time during the duration of this Agreement, contract out work done by the employees covered by this Agreement. In the event that such contracting would result in a reduction of the workforce covered by this Agreement, the Employer shall give the Union a ninety (90)-calendar day notice of the intention to subcontract.

23.2 The subcontracting of work done by the employees covered by this Agreement shall in all cases be made only to employers who qualify in accordance with Ordinance No. 14013.

ARTICLE 24. NONDISCRIMINATION

24.1 The terms and conditions of this Agreement will be applied to employees equally without regard to or discrimination for or against, any individual because of race, color, creed, sex, age or because of membership or nonmembership in the Union.

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

ARTICLE 25. SEVERABILITY

25.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative or judicial authority from whose finding, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

25.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial determination.

ARTICLE 26. WAIVER

26.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.

26.2 Therefore, the Employer and the Union for the duration of this Agreement agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement. The Union and Employer may, however, mutually agree to modify any provision of this Agreement.

26.3 Any and all prior ordinances, agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 27. MILEAGE

27.1 Employees of the School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established at the discretion of the Board. According to Board Policy, the rate will be adjusted every July 1 to conform to IRS allowable rates.

An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with School District Business Office policies and procedures.

ARTICLE 28. SAFETY

28.1 Accident and injury-free operations shall be the goal of the Employer and employees. To this end, the Employer and employees will, to the best of their ability, abide by and live up to the requirements of the several state and federal Construction Safety Codes and Regulations.

28.2 To this end, the Employer shall from time to time issue rules or notices to his employees regarding on-the-job safety requirements. Any employee violating such rules or notices shall be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.

28.3 Such safety equipment as required by governmental regulations shall be provided without cost to the employee. At the Employer's option, the employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

28.4 The Employer agrees to pay $60.00 toward the cost of each pair of safety shoes purchased by an employee who is a member of this unit. The Employer shall contribute for the cost of up to one pair of shoes per year and shall not be responsible for any additional cost for any additional shoes thereafter. This reimbursement of $60.00 per pair of shoes shall be made only after investigation and approval by the immediate supervisor of that employee. This $60.00 per pair of shoes contribution to be made by the Employer shall apply to those employees who must wear protective shoes or boots for their employment.

ARTICLE 29. LEGAL SERVICES

29.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, or indifference to rights of others, the Employer shall defend, save harmless, and indemnify an employee against tort claim or demand, whether groundless or otherwise, arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.

29.2 Notwithstanding the provisions of Section 29.1, the Employer shall not be required to defend or indemnify any employee against personal liability or damages, costs or expenses

(a) resulting from a claim, suit, verdict, finding, determination or judgment that the employee has committed an intentional tort or torts, including but not limited to slander, libel, and/or other defamatory harms; or

(b) arising out of cross claims, counterclaims, affirmative defenses and/or separate actions brought against such employee in response to or resulting from claims, allegations, demands or actions (whether or not litigation was actually commenced) brought, made or instituted by such employee.

29.3 Notwithstanding the provisions of Section 29.1 or 29.2, the Employer may at its sole discretion defend an employee against allegations, claims, demands or actions wholly or in part based on or arising out of claimed intentional torts, and in such cases, the employee consents to the extent lawfully permitted to such representation without regard to actual or potential conflicts of interest.

29.4 Each employee, within twenty (20) days after receiving notice of

(1) a tort claim or demand, action, suit or proceeding against him or her,

(2) a judgment, verdict, finding or determination, either of which arises out of alleged or found acts or omissions occurring in the performance or scope of the employee's duties, shall notify the Employer by giving written notice thereof to the Employer's General Counsel.

ARTICLE 30. COURT DUTY LEAVE

30.1 Court Cases. Any employee who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Union against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

30.2 Required Jury Duty. Any employee who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

ARTICLE 31. DURATION AND PLEDGE

31.1 This Agreement shall become effective as of the date of signing, except as specifically provided otherwise in this Agreement and shall remain in effect through the 30th day of April 2014, and continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in 31.2.

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

31.3 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:

31.3.1 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.

31.3.2 The Employer will not engage in, instigate or condone any lockout of employees.

31.3.3 This constitutes a tentative Agreement between the parties that will be recommended by the Negotiations/Labor Relations Manager, but is subject to the approval of the Board of Education, and is also subject to ratification by the Union.

The parties agree and attest that this Agreement represents the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives for the Employer and the Union.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO. 625

Chair, Board of Education

Negotiations/Employee Relations Assistant Manager

11-7-11

Date

UNITED ASSOCIATION OF PLUMBERS LOCAL NO. 34

Business Manager

11-7-11

Date

APPENDIX A

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

Apprentice - Plumber

Plumber

Lead Plumber

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

APPENDIX B

Tools of the trade:

6' Folding rule

APPENDIX C

C1 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 4/23/2011	Effective 4/21/2012	Effective 4/20/2013
Plumber	$59.80	*	**
Lead Plumber	$62.40	*	**

C2 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 4/23/2011	Effective 4/21/2012	Effective 4/20/2013
Plumber	$36.35	*	**
Lead Plumber	$38.78	*	**

C2A 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 4/23/2011	Effective 4/21/2012	Effective 4/20/2013
Plumber	$31.19	*	**
Lead Plumber	$33.62	*	**

* The April 21, 2012, hourly rates in Appendices C2, C2A, C3 and C4 shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the April 21, 2012, total hourly cost stated in Appendix C1.

** The April 20, 2013, hourly rates in Appendices C2, C2A, C3 and C4 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 C1.

C3 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 4/23/2011	Effective 4/21/2012	Effective 4/20/2013
Plumber	$38.99	*	**
Lead Plumber	$41.59	*	**

C4 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:

	Effective 4/23/2011	Effective 4/21/2012	Effective 4/20/2013
Plumber	$38.99	*	**
Lead Plumber	$41.59	*	**

C5 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.

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* The April 21, 2012, hourly rates in Appendices C2, C2A, C3 and C4 shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the April 21, 2012, total hourly cost stated in Appendix C1.

** The April 20, 2013, hourly rates in Appendices C2, C2A, C3 and C4 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 C1.

APPENDIX D

Effective April 23, 2011, the Employer shall forward the amounts designated in this Appendix D for employees covered by this Agreement to depositories as directed by the Union and agreed to by the Employer:

(1) $5.16 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.

$4.41 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.

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