MEMORANDUM OF AGREEMENT

2011-2012 TERMS AND CONDITIONS OF EMPLOYMENT FOR PAINTERS

This Memorandum of Agreement is by and between Independent School District No. 625 ("District"), Employer, and the International Union of Painters and Allied Trades, Local Union No. 61, exclusive representative for painters. The purpose of this agreement is to establish terms and conditions of employment for the period May 1, 2011, through April 30, 2012.

PERTINENT FACTS:

The employment agreement with School District painters expires on April 30, 2013. The terms and conditions in the 2010-2013 contract, except for Appendices C and D, will remain in force through April 30, 2013. 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, 2011, through April 30, 2012. The actual effective date for the wage increase will be May 7, 2011, the first pay period closest to May 1, 2011 (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, 2013.

INDEPENDENT SCHOOL DISTRICT, NO. 625

Chair, Board of Education

Negotiations/Employee Relations Assistant Manager

11-01-11
Date

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, LOCAL NO. 61

Business Representative

Business Manager, District Council 82

11-7-11
Date

Attachments: 2011-2012 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 4-24-10	Effective 5-7-11	Effective 5-5-12
Painter	$47.83	$47.83	**
Lead Painter	$48.83	$48.83	**
General Lead Painter	$49.83	$49.83	**

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

	Effective 4-24-10	Effective 5-7-11	Effective 5-5-12
Painter	$26.25	$25.17	**
Lead Painter	$27.19	$26.11	**
General Lead Painter	$28.12	$27.04	**

C-2A. **The basic hourly wage rates in this Appendix (C-2A) are for compensation analysis purposes only. These figures represent the portion of the Appendix C-1 rates above specifically allocated to wages. These rates do NOT include taxable benefit contributions and therefore should NOT be used for taxable payroll calculations. See Appendix C-2 above for total taxable payroll information.**

	Effective 4-24-10	Effective 5-7-11	Effective 5-5-12
Painter	$24.75	$23.67	**
Lead Painter	$25.69	$24.61	**
General Lead Painter	$26.62	$25.54	**

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 4-24-10	Effective 5-7-11	Effective 5-5-12
Painter	$31.54	$30.89	**
Lead Painter	$32.54	$31.89	**
General Lead Painter	$33.54	$32.89	**

If a temporary employee working in a title listed in this Appendix C-3 becomes subject to the requirements of the Public Employees Retirement Act (PERA), which thereby requires the Employer to make contributions to PERA, the calculated hourly rate may change so the Employer's cost does not exceed the amounts listed in C-1 above.

C-4. The total taxable hourly rate including wages and the vacation contribution in Appendix D for regular and probationary employees who were hired on or after May 1, 2001, and are exempt from PERA and for employees who opted out of receiving employer contributions to PERA during the period May 1, 2001 and December 30, 2001, who are appointed to the following classes of positions shall be:

	Effective 4-24-10	Effective 5-7-11	Effective 5-5-12
Painter	$28.09	$27.00	**
Lead Painter	$29.09	$28.00	**
General Lead Painter	$30.09	$29.00	**

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

** The May 5, 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 May 5, 2012, total hourly cost stated in Appendix C-1.

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

This Section is held open for the addition of appropriate Apprentice rates in the event the Employer initiates the employment of Apprentices.

If the Union elects to have the contributions listed in Appendix D increased or decreased, the Employer may adjust the rates in Appendix C, Sections C-2 through C-4 in such a way that the total cost of the package (wage rate plus contributions) remains constant and does not exceed the amounts shown in Appendix C, section C-1.

PREMIUM PAY ASSIGNMENTS:
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 of any class of positions.

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

APPENDIX D

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

Fund	Effective 4-24-10	Effective 5-7-11	Effective 5-5-12
Vacation	$1.50	$1.50	**
Health and Welfare Fund	$6.65	$6.95	**
Pension Fund			
Regular employees paid at Appendix C-2 and C-4 rates	$6.95	$7.28	**
Temporary employees paid at Appendix C-3 rate	5.90	7.30	**
International Pension Fund			
Regular employees paid at Appendix C-2 and C-4 rates	$5.55	$6.01	**
Temporary employees paid at Appendix C-3 rate	1.50	2.10	**
Apprenticeship Fund	$.49	$.49	
STAR (Safety Training Awards Recognition)	$.10	$.10	

**Note: The May 5, 2012, hourly payroll deductions shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the May 5, 2012, for the third year wage re-opener.

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 C-1 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 C-1. The Appendix D amounts shall be forwarded to depositories as directed by the Union and agreed to by the Employer.

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

Participating employees as defined in Articles 12.3, 12.4, and 12.5 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 participating employees as defined in Articles 12.3, 12.4, and 12.5 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.