MEMORANDUM OF AGREEMENT

2013-2014 TERMS AND CONDITIONS OF EMPLOYMENT FOR PIPEFITTERS

This Memorandum of Agreement is by and between Independent School District No. 625 ("District"), Employer, and the United Association of Steamfitters-Pipefitters, Local Union No. 455, exclusive representative for pipefitters. The purpose of this agreement is to establish terms and conditions of employment for the period May 1, 2013, through April 30, 2014.

PERTINENT FACTS:

The employment agreement with School District pipefitters requires a wage reopener for the third year, May 1, 2013 through 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 attached to this Memorandum of Agreement constitute the annual wage/benefit changes for this group for the period May 1, 2013, through April 30, 2014. The actual effective date for the wage increase will be April 20, 2013, the first pay period closest to May 1, 2013 (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 STEAMFITTERS-PIPEFITTERS, LOCAL UNION NO. 455
Chair, Board of Education	Business Representative
Assistant Director of Employee/ Labor Relations Negotiations/Employee Relations Assistant Manager	0-17-13 Date
Date	

Attachments: 2013-2014 Appendix C and Appendix D

C1 <u>Total package amount</u>. 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>4/23/11</u>	Effective 4/21/12	Effective 4/20/13
Pipefitter	\$62.04	\$62.79	\$64.04
Pipefitter-Controls Specialist	\$62.04	\$62.79	\$64.04
Refrigeration, Gas and Oil Serviceworker	\$62.04	\$62.79	\$64.04
Lead Pipefitter	\$64.74	\$65.49	\$66.74
Master Pipefitter	\$64.74	\$65.49	\$66.74
General Lead Pipefitter	\$65.89	\$66.64	\$67.89

Taxable rate for employees covered by PERA Pension Fund. 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 appointed to the following classes of positions shall be as follows:

	Effective 4/23/11	Effective 4/21/12	Effective 4/20/13
Pipefitter	\$36.32	\$37.02	\$38.10
Pipefitter-Controls Specialist	\$36.32	\$37.02	\$38.10
Refrigeration, Gas and Oil Serviceworker	\$36.32	\$37.02	\$38.10
Lead Pipefitter	\$38.83	\$39.53	\$40.62
Master Pipefitter	\$38.83	\$39.53	\$40.62
General Lead Pipefitter	\$39.91	\$40.61	\$41.69

C2A 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 Appendices C2 and C3 for total taxable payroll information.

	Effective 4/23/11	Effective 4/21/12	Effective 4/20/13
Pipefitter	\$33.90	\$34.40	\$35.23
Pipefitter-Controls Specialist	\$33.90	\$34.40	\$35.23
Refrigeration, Gas and Oil Serviceworker	\$33.90	\$34.40	\$35.23
Lead Pipefitter	\$36.60	\$37.10	\$37.93
Master Pipefitter	\$36.60	\$37.10	\$37.93
General Lead Pipefitter	\$37.75	\$38.25	\$39.08

C3 Taxable rate for regular employees hired on or after January 1, 1998 and for employees not covered by PERA pension. The total taxable hourly rate including wages and the vacation contribution in Appendix D for regular and probationary employees appointed to the following classes of positions shall be:

	Effective 4/23/11	Effective <u>4/21/12</u>	Effective <u>4/20/13</u>
Pipefitter	\$38.84	\$39.54	\$40.69
Pipefitter-Controls Specialist	\$38.84	\$39.54	\$40.69
Refrigeration, Gas and Oil Serviceworker	\$38.84	\$39.54	\$40.69
Lead Pipefitter	\$41.54	\$42.22	\$43.38
Master Pipefitter	\$41.54	\$42.22	\$43.38
General Lead Pipefitter	\$42.68	\$43.37	\$44.52

Note: In 1997, the pension laws were changed to exclude pipefitters hired by Saint Paul Public Schools as of January 1, 1998, from PERA coverage.

C4 <u>Taxable rate for temporary employees.</u> 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>4/23/11</u>	Effective 4/21/12	Effective <u>4/20/13</u>
Pipefitter	\$38.95	\$39.70	\$40.86
Pipefitter-Controls Specialist	\$38.95	\$39.70	\$40.86
Refrigeration, Gas and Oil Serviceworker	\$38.95	\$39.70	\$40.86
Lead Pipefitter	\$41.65	\$42.40	\$43.56
Master Pipefitter General Lead Pipefitter	\$41.65	\$42.40	\$43.56
	\$42.80	\$43.55	\$44.71

C5 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 C2 through C4 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

APPENDIX D

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

Fund	Effective 4/23/11	Effective 4/21/12	Effective <u>4/20/46</u>
Credit Union/Working Fee	\$5.05	\$5.30	\$5.63
Health and Welfare Retiree Pre-funding for	\$8.38	\$8.38	\$8.38
Health and Welfare	\$2.30	\$2.30	\$2.30
Pension	\$11.75	\$11.75	\$11.90
Journeyman and Apprenticeship Training	\$.56	\$.56	\$.50
International Training	\$.10	\$.10	\$.10

For employees paid on Appendix C2 rates, 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 C1 above.

Effective September 1, 2002, all full-time regularly employed pipefitters will be covered under the school district's group long-term disability plan. The cost for this plan will be deducted from the C1 total hourly cost. If the premium the district pays for this coverage increases or decreases thereby increasing or decreasing the premium cost for employees, the C1 total hourly cost will be adjusted accordingly.

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.