MAY 1, 2015 – APRIL 30, 2018

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 110

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PREAMBLE

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer and the International Brotherhood of Electrical Workers, Local 110 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 the City of Saint Paul 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 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 24 (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, provisional, temporary, and emergency, employed in the classes of positions defined in 2.2 as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-477-A, dated April 16, 1973.

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 personnel, 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.

3.1(1) Selection of personnel will be based on the merit system defined in the City Charter Section 12.01.

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 in each department to act as a Steward and shall inform the Employer in writing of such designation. Such employee shall have the rights and responsibilities as designated in Article 21 (GRIEVANCE PROCEDURE).

4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union, or his/her 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 established the "terms and conditions of employment" defined by M.S. 179A.09, Subd. 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. Employees represented by this Union are not subject to nor do they have any rights under the Saint Paul Civil Service Rules.

ARTICLE 6 – PROBATIONARY PERIODS

6.1 All personnel, originally hired or rehired following separation, in a regular employment status shall serve a one (1) year 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 21 (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.

ARTICLE 6 – PROBATIONARY PERIODS (Continued)

6.2 Personnel who are assigned to Lead, General Lead or General Lead in Charge positions under the terms of Article 13 (SELECTION OF LEADS, GENERAL LEADS AND GENERAL LEAD IN CHARGE) shall not serve a probationary period and may be reassigned back to a previous classification at the discretion of the Employer.

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 21 (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 reason(s) for demotions, 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 Article 12 (WAGES AND 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.

7.4 Employees covered by this bargaining agreement shall be paid on the same pay schedule as other City employees.

ARTICLE 8 – HOURS OF WORK

8.1 The normal work day shall be eight (8) consecutive hours per day, excluding a thirty (30) minute unpaid lunch period.

8.2 The normal work week shall be five (5) consecutive normal work days in any seven (7) day period.

8.3 Shifts other than the regular daytime shift Monday through Friday may be established. Such shifts must be maintained for a period of at least one (1) work week. The second shift shall be a regularly scheduled shift which follows a regularly scheduled first shift of five (5) hours or greater. The third shift shall be a regularly scheduled shift which follows a regularly scheduled second shift of five (5) hours or greater.

ARTICLE 8 – HOURS OF WORK (Continued)

8.3(1) Notwithstanding Sections 8.1 through 8.3, employees in supervisory classifications may, through mutual agreement with the Employer, work schedules other than schedules limited by the normal work day and work week as set forth in Sections 8.1 through 8.3. Overtime compensation for employees working under such agreements shall be subject to the provisions of the Fair Labor Standards Act.

8.4 For employees on a shift basis, this shall be construed to mean an average of forty (40) hours a week.

8.5 This section shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week.

8.6 An employee normally working on a particular shift may be transferred from that shift to another shift upon one (1) week's notice; provided, however, that in the event of a vacancy, an employee may be assigned to another shift to fill such vacancy upon twenty-four (24) hours' notice.

8.7 All employees shall be at the work 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 work day unless otherwise directed by their supervisor.

8.8 All employees are subject to call-back by the Employer as provided by Article 10 (CALL BACK).

8.9 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 work day.

8.10 The Employer shall be required to give no less than six and one-half (6.5) hours notice, when an employee is to be laid off.

ARTICLE 9 – OVERTIME

9.1 All overtime compensated for by the Employer must receive prior authorization from a designated Employer supervisor. No overtime work claim will be honored for payment or credit unless approved in advance. An overtime claim will not be honored, even though shown on the time card, unless the required advance approval has been obtained.

9.2 The overtime rate of one and one-half (1.5) the basic hourly rate shall be paid for work performed under the following circumstances:

9.2(1) Time worked in excess of eight (8) hours in any one normal work day; and

ARTICLE 9 – OVERTIME (Continued)

9.2(2) Time worked on a sixth (6th) day following a normal work week

9.2(3) Time actually spent doing certain work on smokestacks, structural radio or television towers and bridges over water requiring employees with special talents in climbing or working at unusual heights away from solid, guarded platforms, scaffolds or permanent, enclosed ladders.

9.3 The overtime rate of two (2) times the basic hourly rate shall be paid for work performed under the following circumstances:

9.3(1) Time worked on a seventh (7th) day following a normal work week; and

9.3(2) Time worked in excess of twelve (12) consecutive hours in a twenty-four (24) hour period, provided, that all "emergency" work required by "Acts of God" shall be compensated at the rate of one and one-half (1.5).

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

9.5 Overtime hours worked as provided by this Article shall be paid in cash or in compensatory time. The basis on which overtime shall be paid shall be determined solely by the Employer. Compensatory time off must be approved 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 work day or normal work week and after an employee has completed a normal work day or normal work week.

10.2 Employees called back shall receive a minimum of four (4) hours pay at the basic hourly rate. Employees may express a preference for the method of call back payment, however, the basis on which call back payment shall be paid shall be determined solely by the Employer.

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

10.4 Employees called back four (4) hours or less prior to their normal work day shall complete the normal work day 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 location as assigned by a designated Employer supervisor. During the normal work day employees may be assigned to other work locations at the discretion of the Employer.

11.2 Employees assigned to work locations during the normal work day, other than their original assignment, and who are required to furnish their own transportation shall be compensated for mileage.

ARTICLE 12 – WAGES AND FRINGE BENEFITS

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

12.2 Participating employees shall be compensated in accordance with Article 12.1 and have fringe benefit contributions and/or deductions made on their behalf as provided for by Article 12.5.

Participating employees shall use all vacation that they have earned and are eligible for as outlined in the Saint Paul Electrical Workers Regular Vacation and Holiday & Reserve Trust Plan Documents.

12.3 Provisional, temporary, and emergency employees shall be considered, for the purposes of this Agreement, participating employees and shall be compensated in accordance with Article 12.1 and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 12.5.

12.4 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.

ARTICLE 13 – SELECTION OF LEADS, GENERAL LEADS AND GENERAL LEAD IN CHARGE

13.1 The selection of personnel for the class of positions Lead Electrician, General Lead Electrician, Senior Electrical Inspector and General Lead Electrician In Charge shall remain solely with the Employer.

13.2 The class of positions, Lead Electrician, General Lead Electrician, Senior Electrical Inspector and General Lead Electrician In Charge, shall be filled by employees of the bargaining unit on a "temporary assignment." Any employee who is assigned to one of the above classes may be subsequently reassigned under the terms of Article 6.2

ARTICLE 13 – SELECTION OF LEADS, GENERAL LEADS AND GENERAL LEAD IN CHARGE (Continued)

(PROBATIONARY PERIODS). Such reassignment may be back to any one of the employee's previous classifications and rates of pay. The decision to reassign an employee out of one of the above classes is not grievable/arbitrable under Article 21 (GRIEVANCE PROCEDURE). It is understood that this clause 13.2 does not apply to employees who were appointed to these classes prior to the signing of the 2000-2003 Agreement. It is understood that the language above does not apply to current incumbents in the title of Senior Electrical Inspector who were appointed to the class prior to the signing of the 2015-2018 agreement.

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

13.4 If the General Lead Electrician has scheduled time off of four (4) days or more, a temporary will be assigned on the first day of the scheduled time off unless the General Lead Electrician is absent due to local seminars or other city business and is available by phone. No temporary assignment is necessary if the General Lead Electrician is absent for three (3) days or less due to illness or scheduled time off.

13.5 The Lead Electrician will be replaced on the first (1st) day of an absence. This provision 13.5 shall not apply to the Water Utility, until and unless the Water Utility employs two non-Lead Journeyman Electricians.

ARTICLE 14 – HOLIDAYS

14.1 The following ten (10) days shall be designated as holidays:

New Year's Day, January 1
Martin Luther King 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
Veterans' Day, November 11
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving, fourth Friday in November
Christmas Day, December 25

14.2 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. For those employees assigned to a work week other than Monday through Friday, these three holidays shall be observed on the calendar date of the holiday.

14.3 The ten (10) holidays shall be considered non-work days.

ARTICLE 14 – HOLIDAYS (Continued)

14.4 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).

14.5 Participating employees, as defined in Articles 12.2, 12.3, and 12.4, assigned to work on Martin Luther King Day, President's Day, Day after Thanksgiving, or Veteran's Day, shall be compensated on a straight time basis for such hours worked.

14.6 Participating employees, as defined in Articles 12.2, 12.3, and 12.4, assigned to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, shall be compensated at the rate of two (2) times the basic hourly rate for all hours worked.

14.7 Columbus Day and the day before Christmas Day shall be considered work days. All employees working on these days shall be compensated on a straight time basis.

ARTICLE 15 – DISCIPLINARY PROCEDURES

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

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

15.2(1) Oral reprimand;
15.2(2) Written reprimand;
15.2(3) Suspension;
15.2(4) Demotion;
15.2(5) Discharge.

ARTICLE 16 – ABSENCES FROM WORK

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

16.2 Failure to make such notification may be grounds for discipline as provided in Article 15 (DISCIPLINARY PROCEDURES).

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

ARTICLE 17 – SENIORITY

17.1 **Class Seniority:** The length of continuous regular and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement.

17.2 Seniority shall not accumulate during an unpaid leave of absence, except when such a leave is protected by law or 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.

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

17.4 In the event it is determined by the Employer that it is necessary to reduce the work force, all temporary employees shall be released prior to the layoff of permanent employees. Further, it is management's intent that permanent employees will be laid off by class title within each department, based on inverse length of "Class Seniority". However, management reserves the right to institute layoffs out of seniority order for legitimate business reasons. Management's exercise of this right shall not be arbitrary or capricious. If the Union believes that an out-of-order layoff has occurred for an arbitrary or capricious reason, such decision may be grieved under Article 21 (GRIEVANCE PROCEDURE). Recall from layoff shall be inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. This Article shall not be used in place of Article 15 (DISCIPLINARY PROCEDURES) to discharge employees.

ARTICLE 18 – JURISDICTION

18.1 Disputes concerning work jurisdiction between and among unions is recognized as an appropriate subject for determination by the various unions representing employees of the Employer.

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

18.3 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.

18.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 18.2 and 18.3 above shall be subject to disciplinary action as provided in Article 15 (DISCIPLINARY PROCEDURES).

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

ARTICLE 19 – SEPARATION AND RETIREMENT

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

19.1(1) **Resignation:** Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.

19.1(2) **Discharge:** As provided in Article 15 (DISCIPLINARY PROCEDURES).

19.1(3) **Failure to Report for Duty:** As provided for in Article 16 (ABSENCES FROM WORK).

19.2 Employees having an emergency, temporary, or provisional employment status may be terminated at the discretion of the Employer before the completion of a normal work day.

ARTICLE 20 – TOOLS

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

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 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.

21.2 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 their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

21.3 The procedure established by this Article shall be the sole and exclusive procedure, including the appeal of disciplinary action as provided by Article 15 (DISCIPLINARY PROCEDURES) for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.

21.4 Grievances shall be resolved in conformance with one or the other of the following procedures. The grievant may choose either the grievance process of the Civil Service Commission or the grievance process outlined below. The determination for processing of grievances shall be made at the time of filing the grievance.

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 sections(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 his/her 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 to 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.

ARTICLE 21 – GRIEVANCE PROCEDURE (Continued)

21.5 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 the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

21.6 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 cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrators making a charge, the canceling party or the party asking for the postponement shall pay this charge. 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.

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

ARTICLE 22 – RIGHT OF SUBCONTRACT

22.1 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 work force covered by this Agreement, the Employer shall give the Union a ninety (90) calendar day notice of the intention to sub-contract.

22.2 The sub-contracting 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 23 – NON-DISCRIMINATION

23.1 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, disability or because of membership or non-membership in the Union.

23.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 24 – SEVERABILITY

24.1 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.

24.2 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 25 – WAIVER

25.1 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.

25.2 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 conditions 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.

25.3 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 26 – CITY MILEAGE

26.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.

26.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head. Effective January 1, 2004, when an employee is required to use his/her personal automobile to conduct authorized City business, the City shall reimburse the employee at the then current Federal IRS mileage reimbursement rate on the most direct route.

26.3 The City will provide parking at a location and manner of the employer's choice within a reasonable distance of the work site for City employees on the above mentioned type of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.

ARTICLE 26 – CITY MILEAGE (Continued)

26.4 **Rules and Regulations:** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of not less than at least the minimums required by the state of Minnesota. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

ARTICLE 27 – LEAVE

27.1 **Election to Office:** Section 12.07.5 of the City Charter shall apply to members of this bargaining unit who are elected to City office.

ARTICLE 28 – SAFETY

28.1 The Employer and employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates state safety laws or legally promulgated standards, the matter shall be immediately looked in to by the Employer.

ARTICLE 29 – LEGAL SERVICES

29.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, employer shall defend save harmless and indemnify 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 Article 29.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

ARTICLE 30 – MASTER OF RECORD REQUIREMENT

30.1 The Employer agrees to pay or reimburse employees the cost of the fee for the Minnesota Master Electrician's License for those employees that are recorded at the State of Minnesota as Master of Record for the employer's use.

ARTICLE 31 – UNIFORM ALLOWANCE

31.1 Electricians in the St. Paul Regional Water Services who are required to wear a uniform as determined by the Employer shall receive an initial issuance upon hire of $289.00 toward the purchase of uniform items. They shall receive a uniform maintenance allowance beginning in the first year after initial issuance of $150.00 per calendar year. The MOU of November 27, 2001 is no longer in effect.

ARTICLE 32 – DURATION AND PLEDGE

32.1 This Agreement shall become effective as of May 1, 2015and shall remain in effect through the 30th day of April, 2018 and continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in Article 32.2 of this Agreement.

32.2 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.

32.3 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:

32.3(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.

32.3(2) The Employer will not engage in, instigate, or condone any lock-out of employees.

32.3(3) This constitutes a tentative agreement between the parties which will be recommended by the Manager of Labor Relations, but is subject to the approval of the Administration of the City and is also subject to ratification by the Union.

AGREED and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representative from the Employer and the Union.

WITNESSES:

CITY OF SAINT PAUL

7/15/15
Jason Schmidt — Date
Labor Relations Manager

7/16/15
Chara Blanch — Date
Labor Relations Specialist

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 110

7-15-15
Jamie McNamara — Date
Business Manager

7/15/15
Ed Nelson — Date
President

APPENDIX A

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

General Lead Electrician In Charge
General Lead Electrician
Lead Electrician
Electrician
Lighting Maintenance Worker
Apprentice Electrician
Senior Electrical Inspector
Electrical Inspector

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

APPENDIX B

For all normal work weeks established pursuant to the provisions of Article 8 (HOURS OF WORK) of this contract, which includes Sunday, the following provisions shall apply and govern:

1. All regular electricians employed prior to January 1, 1976 shall be offered assignment to the work week on a seniority basis, and all such employees shall have the right to refuse assignment to the work week. This refusal is subject to the provisions listed below.

2. All regular electricians employed subsequent to January 1, 1976 may be assigned to vacancies in this work week.

3. All regular electricians shall have the right to bid on and obtain assignment of a position occupied by an electrician with lesser class seniority within thirty (30) calendar days from the date that said position was last filled.

4. Any regular electrician may be assigned, on a temporary basis, to the work week, to replace an electrician who is absent because of vacation, illness, paid military leave, jury duty or any other leave acceptable to both parties. These temporary assignments shall be made on the basis of seniority and in no instance shall any one (1) employee be required to work on such temporary basis for more than fifteen (15) work days or the total temporary assignment to exceed ninety (90) work days.

APPENDIX C

1. The basic hourly wage rates for temporary employees appointed to the following classes of positions shall be the following:

	Effective 5/2/2015 (or closest payroll period)
Electrician	$43.58*
Lead Electrician	$46.52*
Electrical Inspector pre September 1, 2003	$46.52*
Electrical Inspector post September 1, 2003	$45.39*
General Lead Electrician	$47.77*
Senior Electrical Inspector	$47.77*
General Lead Electrician In Charge	$49.01*

*This rate includes a 13% Vacation Contribution.

Note: Due to changes in legislation effective May 2, 2000, temporary rates assume no PERA participation, even after six (6) months.

2. The basic hourly wage rates for provisional, probationary and regular employees appointed to the following classes of positions and who are covered by the provisions of Article 12.5 (WAGES AND FRINGE BENEFITS) of this Agreement shall be the following:

	Effective 5/2/2015 (or closest payroll period)	
	PERA	**No PERA**
Electrician	$40.54*	$43.58*
Lead Electrician	$43.28*	$46.52*
Electrical Inspector pre September 1, 2003	$43.28*	$46.52*
Electrical Inspector post September 1, 2003		$45.39*
General Lead Electrician	$44.43*	$47.77*
Senior Electrical Inspector	$44.43*	$47.77*
General Lead Electrician In Charge	$45.59*	$49.01*

*This rate includes a 13% Vacation Contribution.

Employees had a one (1) time option to stay in PERA, in accordance with M.S. 1999 supplement, Section 353.01.

3. The basic hourly rate for those holding the title Traffic Lighting Maintenance Worker, who receive no benefits, shall be:

Effective 5/2/2015 (or closest payroll period)	
$15.43	40% of outside Journeyman rate

Employees who work on a regularly assigned shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided that at least five (5) hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a night differential for the entire shift.

Employees who work on a regularly assigned shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but who work less than five (5) hours between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a night differential for only those hours actually worked between the hours of 6:00 p.m. and 6:00 a.m.

The night differential shall be five percent (5%) of the base rates, and shall be paid only for those night shifts actually worked.

The total cost to the Employer, (including wages, fringes, and pension contributions) for 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 110 and the National Electrical Contractors Association (NECA).

The total package cost shall exclude any payments for industry promotion and/or advertisement, or any other purpose not directly and clearly beneficial to the public Employer.

In the event Local 110 and NECA amend their bargaining agreement to provide for either a wage or benefit freeze or reduction during the period of this Agreement, such freeze or reduction shall be immediately applicable to the total compensation paid to employees covered by this Agreement.

Effective May 2, 2015 (or closest payroll period), there will be an additional $2.00 per hour increase reflecting the total package increase between Local 110 and NECA added to the total package. The parties will agree prior to that date regarding the distribution of the total package increase between wages and fringes. The amount will be decreased by any increase in industry funds.

Effective May 1, 2016 (or closest payroll period), there will be an additional $1.90 per hour increase reflecting the total package increase between Local 110 and NECA added to the total package . The parties will agree prior to that date regarding the distribution of the total package increase between wages and fringes. The amount will be decreased by any increase in industry funds.

Effective May 1, 2017 (or closest pay period) there will be an additional $1.85 per hour increase reflecting the total package increase between Local 110 and NECA added to the total package. The parties will agree prior to that date regarding the distribution of the total package increase between wages and fringes. The amount will be decreased by any increase in industry funds.

APPENDIX D

Effective May 2, 2015 (or closest payroll period), the Employer shall:

(1) Contribute to a Union designated **Health and Welfare Fund $9.38 per hour** for all hours worked by participating employees as defined by this Agreement.

(2) Contribute to a Union designated **Pension Fund 12.575% of all wages earned** by participating employees as defined by this Agreement.

(3) Contribute to a Union designated **Apprenticeship Fund $0.59 per hour** for all hours worked by participating employees as defined by this Agreement.

(4) Contribute to a Union designated **Reserve Trust Fund 6.456% of all wages earned** by participating employees covered by this Agreement. Hours worked at overtime will be contributed at the overtime rate

(5) Contribute to the Union's designated **National Electrical Benefits Fund (N.E.B.F.) 3% of the gross wages** earned by all participating employees covered by this Agreement.

(6) Deduct a Union designated **Vacation and Holiday Fund 13% of all wages** earned by participating employees covered by this Agreement. This deduction is subject to all payroll deductions.

(7) Contribute to a Union designated **Supplemental Pension Fund 6.637% of the gross wages** by participating employees covered by this Agreement.

(8) Deduct to the Union's designated **Dues Fund 3.75% of the gross wages** earned by all participating employees covered by this Agreement. Dues are subject to change by a majority vote of members at a meeting.

(9) For those employees who elect to participate, contribute to the Public Employees Retirement Association (PERA) the legally established non-negotiated pension contribution. This contribution shall be 7.5% of gross earnings and shall be adjusted as required by State Law. The hourly rate of Participating employees shall be reduced by the actual hourly cost of this contribution; the wages in Appendix C reflect this deduction.

APPENDIX E

Pocket Tool Punch and Belt
6" Rule
9" or 10" Aluminum Level
8" Side Cutters
Crimping Tool
10" Crescent Wrench
Combination Box-Open End Wrenches 3/8" - 3/4"
Socket Set of equivalent sizes
Cold Chisel and Center Punch
Taps:
6/32 - 8/32 - 10/32 - 10/24 - 1/4 20
Tap Wrench
File Rasp 12" ½ Round and Rat Tail
Hack Saw 12" Blade
Screw Drivers 4" - 8" - 12" Reg. Slot and 4" and 6" Phillips

Flashlight
Tester, 600 v. Solenoid Type
Combination Square
Knife
Long Nose Pliers
Diagonal Cutting Pliers
2 Pair Channel Locks
14" Pipe Wrench or Chain Wrench
Allen Wrenches
Hammer, Ball Peen
Scratch Awl
Drills - in accordance with Tap sizes 9/32 and 3/8
Fuse Puller
Angle Screw Driver
Tool Box to hold the above tools

The Employer shall furnish all other necessary tools or equipment. Employees will be held responsible for tools or equipment issued to them, providing the Employer furnishes the necessary lockers, "gang box" or other safe place for storage.

The Employer shall replace with similar tools of equal value and quality any of the above listed tools which are turned in by an employee which are no longer serviceable because of wear or breakage, providing the employee has been employed for nine (9) continuous months or more.

APPENDIX F

WORKING CONDITIONS FOR SENIOR ELECTRICAL INSPECTORS
AND ELECTRICAL INSPECTORS

As a result of the 1974 settlement, the Parties have established craft-determined rates for Senior Electrical Inspectors and for Electrical Inspectors, with the specific understanding that such agreement is restricted to establishing rates of pay for such classifications.

It is, consequently, agreed that the Employer in applying Article 3 (EMPLOYER RIGHTS) of the Maintenance Labor Agreement, shall have the right to operate the department in the same manner as heretofore, with management rights unaffected, and that the establishment of separate rates for these classifications as well as for Inspector classifications in other Bargaining Units, may not result in disputes over assignments or over rates of pay for work performed, nor will any jurisdictional claims or restrictions be asserted by the Union because members of various Inspector classifications are assigned to work which is also performed by other Inspector classifications.

APPENDIX G

MEMORANDUM OF AGREEMENT BETWEEN

THE CITY OF ST. PAUL

and

ELECTRICAL WORKERS LOCAL #110

This agreement is entered into by and between the City of Saint Paul (City) and the Electrical Workers Local #110 (Union). A similar agreement will be entered into by and between the City and the other Trades unions who represent Senior Trades Inspectors in the City's Office of Licensing, Inspection, and Environmental Protection (LIEP):

The City and the Union agree that if one of the Senior Trades Inspectors in the Construction Division of the Office of LIEP is assigned the additional duties referred to as "Senior Trades Coordinator duties", the payment for assuming these additional duties shall be an additional $4.00/hour added to the selected individual's total package. This additional $4.00/hour shall not be included in any of the calculations of the individual's total package.

It is understood that only one of the Senior Inspectors in LIEP will serve in this capacity at any one time, and that the Senior Inspector who is assigned the Senior Trades Coordinator duties will continue to perform all of the Senior Inspector duties already included in the relevant class specification.

This Memorandum of Agreement becomes effective with the signing by the Union of the 2003-2006 Labor Agreement and shall remain in place until and unless it is renegotiated by the parties to this agreement and any other impacted unions.

City of Saint Paul

Jason Schmidt
Labor Relations Manager

IBEW Local #110

Mike Redlund
President, Local #110

APPENDIX H

Effective 5/2/2015 (or closest payroll period), the wage rates for apprentices indentured after 4/1/2015 shall be the following:

2015
Electrician
Base Rate: $38.57
Indentured after 4/1/2015

Apprentice Range	# of hrs	% of Base Wage	Appen Wage	NEBF 3%	VAC		MEDICAL	JATC	RES	PEN	SUP PEN	TOTAL
1st Year	1600	45%	$17.36	$0.52	10% /	$1.74	$9.38	$0.00	$0.01	$0.05	$0.05	$29.12
2nd Year	1600	55%	$21.21	$0.64	10% /	$2.12	$9.38	$0.00	$0.03	$1.03	$1.17	$35.59
3rd Year	1600	60%	$23.14	$0.69	13% /	$3.01	$9.38	$0.59	$0.09	$1.31	$0.60	$38.82
4th Year	1600	75%	$28.93	$0.87	13% /	$3.76	$9.38	$0.59	$1.35	$2.11	$1.46	$48.53
5th Year	1600	85%	$32.78	$0.98	13% /	$4.26	$9.38	$0.59	$1.50	$3.41	$2.02	$55.00

2015
Electrician
Base Rate: $38.57
Indentured prior to 4/1/2015

Apprentice Range	# of hrs	% of Base Wage	Appen Wage	NEBF 3%	VAC		MEDICAL	JATC	RES	PEN	SUP PEN	TOTAL
1st Year	1600	40%	$15.43	$0.46	10% /	$1.54	$8.37	$0.00	$0.01	$0.01	$0.05	$25.88
2nd Year	1600	45%	$17.36	$0.52	10% /	$1.74	$9.01	$0.00	$0.03	$0.15	$0.30	$29.12
3rd Year	1600	60%	$23.14	$0.69	13% /	$3.01	$9.38	$0.59	$0.09	$1.31	$0.60	$38.82
4th Year	1600	75%	$28.93	$0.87	13% /	$3.76	$9.38	$0.59	$1.35	$2.11	$1.46	$48.53
5th Year	1600	90%	$34.71	$1.04	13% /	$4.51	$9.38	$0.59	$2.00	$3.41	$2.51	$58.23