2015 - 2018

MAINTENANCE LABOR AGREEMENT

- between -

SAINT PAUL PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 625

- and -

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 110

May 1, 2015 through April 30, 2018

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 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 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. 89-PR-2348 dated December 11, 1989.

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.

ARTICLE 4. UNION RIGHTS (continued)

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 22, Grievance Procedure.

4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union or 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 Minnesota Statute § 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 reason(s) 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 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.

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.

8.1.1 There shall be one (1) fifteen (15) minute paid break between the start of the shift and the lunch period and one (1) fifteen (15) minute paid break between the end of the lunch period and the end of the work day.

8.2 The normal work week shall be five (5) consecutive normal workdays 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.

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 workday 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 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 workday 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 workday.

8.10 The Employer shall be required to give no less than six and one-half (6-1/2) hours notice, when an employee is to be laid off.

8.11 If an employee is required to work eleven (11) consecutive hours or more that involve scheduled overtime, the employee shall be allowed to take a thirty (30) minute unpaid meal break. Such meal break will be taken within the first two (2) hours immediately following the normal workday, as defined in 8.1 of this article.

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 (1-1/2) 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 workday, and

9.2.2 Time worked on a sixth (6th) day following a normal work week.

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 (1-1/2).

9.4 For the purpose 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 workday or normal work week and after an employee has completed a normal workday or normal work week.

10.2 Employees called back shall receive a minimum of four (4) hours of pay at the basic hourly rate (equals 2.7 hours at time and a half).

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.

10.5 Stand by: Any employee who is required to be available for emergency service work on weekends and holidays shall be guaranteed work or wages and fringes equivalent to:

40 minutes for Friday night
80 minutes for Saturday and Saturday night
80 minutes for Sunday and Sunday night
or
80 minutes for any holiday and holiday night of such 24-hour shifts.

All of the above shall be at time and one-half (1-1/2) rate. If the employee is called in for work, the above time shall be part of, not in addition to, the time worked.

ARTICLE 11. WORK LOCATION

11.1 Employees shall report to the 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 and temporary employees shall be compensated in accordance with Article 12.1, above, and have fringe benefit contributions and/or deductions made on 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 The Employer will for the period of this Agreement provide, for those employees who were "grandfathered" as eligible for the Employer's Health and Welfare Plan and who have retired since February 15, 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 13.2 and 13.3 the employee must:

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

13.2.2 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.

13.2.3 Inform the Human Resource Department of Independent School District No. 625 and Personnel 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.

13.3 An employee who retired at age sixty-five (65) or later and who met the criteria in Article 13.2, or for early retirees who qualified under Article 13.2 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 ELECTRICIAN, GENERAL LEAD ELECTRICIAN, MASTER ELECTRICIAN, AND MASTER BUILDING CONTROLS ELECTRICIAN

14.1 The selection of personnel for the class of positions General Lead Electrician, Lead Electrician, Master Electrician, and Master Building Controls Electrician shall remain solely with the Employer.

14.2 Temporary Assignments

14.2.1 The class of positions Master Electrician, and Master Building Controls Electrician shall be filled by employees of the bargaining unit on a "temporary assignment."

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

14.2.3 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 holidays:

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	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 Article15.5.

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 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; as an alternative option, such employees can request review by the Civil Service Commission or a designated Board of Review, consistent with Minnesota Statute § 179A.20, Subd. 4. Once an employee, or the Union acting in the employee's behalf initiates review in one forum, the matter shall not be again reviewed in another forum. Oral reprimands shall not be subject to the grievance review procedures.

16.4 From the time of a documented disciplinary action of an employee, if no further instances of documented discipline occur for twenty-four (24) months, the record of all disciplinary action will not be referred to in future disciplinary matters. This does not include matters under Title 7 and the Minnesota Human Rights Act. If multiple disciplinary actions have been taken over a period of time, as long as any one action is within twenty-four (24) months of the most recent action, then all events may be referred to in other disciplinary actions.

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 Seniority, for the purposes of this Agreement, shall be defined as follows:

18.1.1 "Master Seniority" - The length of continuous regular and probationary service with the Employer from the last date of employment in any and all class titles covered by this Agreement.

18.1.2 "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.

18.1.3 Employees hired on or after May 1, 2003, shall receive no seniority credit for years of service with the City of Saint Paul.

ARTICLE 18. SENIORITY (continued)

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." Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff.

18.5 The selection of vacation periods shall be made in 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 unions is recognized as an appropriate subject for 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 FROM EMPLOYMENT

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 for 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 E.

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 his 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 (1) 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 cancels an arbitration hearing or asks for a last-minute postponement that leads to the arbitrator's 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.

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. NON-DISCRIMINATION

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 non-membership in the Union.

24.2 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 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 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.

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

SECTION 1. MILEAGE ALLOWANCE. Employees of the 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 by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service.

SECTION 2. REIMBURSEMENT PROCEDURES. 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. COURT DUTY LEAVE

SECTION 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 Federation 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.

SECTION 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 29. PARENTAL/MATERNITY/FMLA LEAVE

29.1 Parental/Maternity Leave

29.1.1 Parental leave is a leave without pay or benefits which shall be granted upon request subject to the provisions of this section. It may be granted for reasons of adoption or pregnancy and/or the need to provide parental care for a child or children of the employee for an extended period of time immediately following adoption or the conclusion of pregnancy; such period of leave shall be no longer than one calendar year in length. Leave up to six (6) calendar months shall be granted upon request. Leave for more than six (6) calendar months is at the discretion of the Employer.

29.1.2 In the case of adoption, the employee shall submit to the Director of Human Resource of Independent School District No. 625 a written application including the anticipated date of placement of the child, at least twelve (12) weeks in advance of the anticipated date of placement, or earlier if possible. Documentation will be required.

29.1.3 When an employee is returning from parental leave extending over a period of six (6) calendar months or less, the employee shall be placed, at the beginning of the first pay period following the scheduled date of return, in the same position held prior to the leave or, if necessary, in an equivalent position.

29.1.4 When an employee has requested and been granted leave for a period longer than six (6) calendar months, but no more than twelve (12) calendar months, the employee will be placed in an equivalent position after the scheduled date of return as soon as an equivalent vacancy becomes available. For purposes of this provision, an equivalent vacancy is a position in the same title which exists, has no certified incumbent, which is to be filled, and for which no other person has rights.

29.2 Family Medical Leave. Effective February 1, 1994, leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force. The Human Resource Department provides procedures which coordinate contractual provisions with FMLA.

ARTICLE 30. REQUIRED TRAINING

30.1 If the District requires and in writing directs an employee to attend specified training or educational classes outside the normal workday, the employee shall be paid for the hours actually spent in attendance at such classes, at the basic hourly pay rate. The employee will be required to provide verification of actual attendance and satisfactory completion of the training unit, or series. Training taken at the employee's option will not qualify for pay under this provision.

ARTICLE 31. DURATION AND PLEDGE

31.1 This Agreement shall become effective as of May 1, 2015, and 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 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 which will be recommended by the Negotiations/Employee 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

Assistant Director of Employee/Labor Relations

Negotiations/Employee Relations Assistant Manager

1-27-16

Date

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 110

Business Manager

President

1-14-2016

Date

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

General Lead Electrician	
Lead Electrician	
Master Electrician	Master Building Controls Electrician
Electrician	Building Controls Electrician
Apprentice Electrician	

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 workweeks established pursuant to the provisions of Article 8 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 workweek on a seniority basis, and all such employees shall have the right to refuse assignment to the workweek. 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 workweek.

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 workweek 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 employee be required to work on such temporary basis for more than fifteen (15) workdays or the total temporary assignment to exceed ninety (90) workdays.

APPENDIX C

C1. The total hourly cost to the Employer for wages plus any and all contributions or deductions in Appendix D of this Agreement shall not exceed the following amounts:

	Effective **5/2/2015**	Effective **4/30/2016**	Effective **4/29/2017**
Electrician	$64.70	$66.60	$68.45
Building Control Electrician	$64.70	$66.60	$68.45
Lead Electrician	$68.22	$70.12	$71.97
Master Electrician	$68.22	$70.12	$71.97
Master Building Controls - Electrician	$68.22	$70.12	$71.97
General Lead Electrician	$69.72	$71.62	$73.48

C2. **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 **5/2/2015**	Effective **4/30/2016**	Effective **4/29/2017**
Electrician	$40.60	*	**
Building Control Electrician	$40.60	*	**
Lead Electrician	$43.36	*	**
Master Electrician	$43.36	*	**
Master Building Controls - Electrician	$43.36	*	**
General Lead Electrician	$44.52	*	**

Premium Pay Provisions.
Effective July 16, 2012, the following premium pay provisions shall apply:

Premium Pay A. Premium pay of one dollar ($1.00) per hour shall be paid above the regular base rate for the Electrician rate, and is only to be paid for actual time performing work which requires possession of CDL.

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* Note: The April 30, 2016, 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 30, 2016, total hourly cost stated in Appendix C1.

**Note: The April 29, 2017, 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 29, 2017, total hourly cost stated in Appendix C1.

APPENDIX C (continued)

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 **5/2/2015**	Effective **4/30/2016**	Effective **4/29/2017**
Electrician	$35.93	*	**
Building Control Electrician	$35.93	*	**
Lead Electrician	$38.37	*	**
Master Electrician	$38.37	*	**
Master Building Controls - Electrician	$38.37	*	**
General Lead Electrician	$39.40	*	**

C3. **Taxable rate for regular employees hired on or after May 1, 2000 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 **5/2/2015**	Effective **4/30/2016**	Effective **4/29/2017**
Electrician	$43.58	*	**
Building Control Electrician	$43.58	*	**
Lead Electrician	$46.52	*	**
Master Electrician	$46.52	*	**
Master Building Controls - Electrician	$46.52	*	**
General Lead Electrician	$47.77	*	**

Note: In 2000, the pension laws were changed to exclude electricians hired by Saint Paul Public Schools as of May 1, 2000, from PERA coverage.

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* Note: The April 30, 2016, 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 30, 2016, total hourly cost stated in Appendix C1.

** Note: The April 29, 2017, 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 29, 2017, total hourly cost stated in Appendix C1.

C4. **Taxable rate for temporary employees.** 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 5/2/2015	Effective 4/30/2016	Effective 4/29/2017
Electrician	$43.58	*	**
Building Control Electrician	$43.58	*	**
Lead Electrician	$46.52	*	**
Master Electrician	$46.52	*	**
Master Building Controls - Electrician	$46.52	*	**
General Lead Electrician	$47.77	*	**

If a temporary employee working in a title listed in this Appendix C3 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 base rate may change so the Employer's cost does not exceed the amounts listed in C1 above.

General Lead Electrician-In-Charge Premium: For those employees assigned to perform the function of General Lead Electrician-In-Charge, including supervising other Lead Electricians, overseeing projects and providing scheduling and direction, the rate of pay will be equivalent to the applicable rate shown for General Lead Electrician in Appendix C1, C2, C2A or C3. Benefits will be as shown in Appendix D.

C5. The basic hourly wage rates for the Apprentice class of positions:

This Section is held open for the addition of appropriate Apprentice rates according to the St. Paul All-Chapter NECA and IBEW Local 110 in the event the Employer initiates the employment of Apprentices.

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* Note: The April 30, 2016, 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 30, 2016, total hourly cost stated in Appendix C1.

** Note: The April 29, 2017, 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 29, 2017, total hourly cost stated in Appendix C1.

APPENDIX C (continued)

C6. General Items

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 C1.

The total cost to the Employer for 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 110 and the National Electrical Contractors Association (NECA).

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.

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.

Shift Differential

For 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., there shall be paid a night differential for the entire shift.

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

The night differential shall be 5% of the base rate, and shall be paid only for those night shifts actually worked.

APPENDIX D

Effective May 2, 2015, 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:

(1a) For regular employees, 13% of the Appendix C2A wages only rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated Vacation Fund.

(1b) For temporary employees, 13% of the Appendix C3 rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated Vacation Fund.

(2) $9.38 per hour for all hours worked to a Union-designated Health and Welfare Fund.

APPENDIX D (continued)

(3a) For regular employees, 12.575% of the Appendix C2A wages only rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated Pension Fund.

(3b) For temporary employees, 12.575% of the Appendix C3 rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated Pension Fund.

(4a) For regular employees, 6.637% of the Appendix C2A wages only rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated Annuity Fund.

(4b) For temporary employees, 6.637% of the Appendix C3 rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated Annuity Fund.

(5) **For each hour worked at straight time, $2.49 will be paid to the Union Retirement Medical Funding Plan. For each hour worked at time and a half (1.5x), $3.74 will be paid to the Union Retirement Medical Funding Plan. For each hour worked at double time (2x), $4.98 will be paid to the Union Retirement Medical Funding Plan.**

(6a) For regular employees, 3% of the Appendix C2A wages rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated National Electrical Benefit Fund (N.E.B.F).

(6b) For temporary employees, 3% of the Appendix C3 wages rate per hour for all hours worked from which all appropriate payroll deductions have been made to a Union-designated National Electrical Benefit Fund (N.E.B.F).

(7) $.09 per hour for all hours worked to a Union-designated Labor Management Cooperative Committee Fund.

(8) $.59 per hour for all hours worked to a Union-designated Apprenticeship Fund.

For all employees, the Employer shall make legally established non-negotiated pension contributions for all appropriate employees 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.

For all employees, the Employer shall deduct the employee's FICA withholdings as appropriate from total taxable wages as required. The Employer shall deduct the employee's appropriate Federal and State income tax withholdings, PERA deductions, and any other legally established obligation as required from all rates established in Appendix C except for rates in C2A, which are not used for payroll purposes.

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 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.

Employees covered by this Agreement shall not be eligible for, governed by or accumulate vacation, sick leave, holiday, funeral leave, jury duty 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.

APPENDIX E - REQUIRED TOOLS

Pocket Tool Pouch and Belt
6' Rule
9" or 10" Aluminum Level
8" Side Cutters
Crimping Tool
10" Crescent Wrench
Combination of 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 - $\frac{1}{4}$ /20
Drills - In Accordance With Tap sizes 9/32 and 3/8
Tap Wrench
File Rasp 12" 1/2 Round and Rat-Tail
Hack Saw 12" blade
Screwdrivers 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
Allen Wrenches
Hammer, Ball Peen
Scratch Awl
Fuse Puller
25' Steel Tape Measure
Chalk-Line
Plumb Bob and Line
Wire Stripper for standard wire sizes
Tool Box to hold the above tools

The Employer shall furnish all other necessary tools or equipment. Employees will be 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 be responsible for checking to see that employees possess the tools specified above in proper working order. Replacement claims will be honored only for acceptable tools checked by the Employer.

The Employer shall replace with similar tools of equal value and quality any of the above-listed tools which are turned in by a regularly appointed employee which are no longer serviceable because of wear or breakage.

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