MEMORANDUM OF AGREEMENT

2015-2016 TERMS AND CONDITIONS OF EMPLOYMENT FOR SHEET METAL WORKERS

This Memorandum of Agreement is by and between Independent School District No. 625 ("District"), Employer, and the Sheet Metal Workers International Association, Local 10, exclusive representative for sheet metal workers. The purpose of this agreement is to establish terms and conditions of employment for the period May 1, 2015, through April 30, 2016.

PERTINENT FACTS:

The employment agreement with School District sheet metal workers requires a wage reopener for the second year, May 1, 2015 through April 30, 2016. The terms and conditions in the 2014-2017 contract, except for Appendices C and D, will remain in force through April 30, 2017. Revised Appendices C and D are attached to this Memorandum of Agreement constitute the annual wage/benefit changes for this group for the period May 1, 2015, through April 30, 2016. The actual effective date for the wage increase will be May 2, 2015, the first pay period closest to May 1, 2015 (see the attached Appendices C and D for actual rates). All other terms and conditions of employment remain unchanged and in force through April 30, 2017.

INDEPENDENT SCHOOL DISTRICT, NO. 625

Chair, Board of Education

Assistant Director Employee/ Labor Relations

5-19-2015
Date

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 10

Business Representative

6-24-15
Date

Attachments: 2015-2016 Appendix C and Appendix D

APPENDIX C

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

	Effective 5/3/14	Effective 5/2/15	Effective 4/30/16
Sheet Metal Worker	$62.66	$64.36	**
Lead Sheet Metal Worker	$64.66	$66.36	**
General Lead Sheet Metal Worker	$65.66	$67.36	**

C2. The total taxable hourly rate including wages and the vacation contribution in Appendix D and excluding all other benefit costs and obligations in Appendix D, for regular and probationary employees appointed to the following classes of positions shall be as follows:

	Effective 5/3/14	Effective 5/2/15	Effective 4/30/16
Sheet Metal Worker	$42.32	$43.00	**
Lead Sheet Metal Worker	$44.19	$44.86	**
General Lead Sheet Metal Worker	$45.12	$45.79	**

C2A. **The basic hourly wage rates in this Appendix (C2A) are for compensation analysis purposes only. These figures represent the portion of the Appendix C1 rates above specifically allocated to wages. These rates do NOT include taxable contributions and therefore should NOT be used for taxable payroll calculations. See Appendix C2 above for total taxable payroll information.**

	Effective 5/3/14	Effective 5/2/15	Effective 4/30/16
Sheet Metal Worker	$34.08	$34.26	**
Lead Sheet Metal Worker	$35.95	$36.12	**
General Lead Sheet Metal Worker	$36.88	$37.05	**

C3. 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 not subject to PERA appointed to the following classes of positions shall be as follows:

	Effective 5/3/14	Effective 5/2/15	Effective 4/30/16
Sheet Metal Worker	$40.01	$40.34	**
Lead Sheet Metal Worker	$42.01	$42.34	**
General Lead Sheet Metal Worker	$43.01	$43.34	**

**The April 30, 2016, hourly rates in Appendices C1, C2A, and C3 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.

C4. 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 5/3/14	Effective 5/2/15	Effective 4/30/16
Sheet Metal Worker	$40.01	$40.34	**
Lead Sheet Metal Worker	$42.01	$42.34	**
General Lead Sheet Metal Worker	$43.01	$43.34	**

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 of pay may change so the Employer's cost does not exceed the amounts listed in C-1 above.

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

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

If the Union elects to have the contributions listed in Appendix D increased or decreased, the Employer may adjust the rates in Appendix C, Sections C-2 through C-4 in such a way that the total cost of the package (wage rate plus contributions) remains constant and does not exceed the amounts shown in Appendix C, Section C1.

The total compensation (wages and fringes) received by employees covered by this Agreement shall be equivalent in money to the total package paid by the employer to employees in comparable classifications in the Agreement between Local 10 and the Twin City Division of the Sheet Metal, Air Conditioning and Roofing Contractors Association.

The total package cost shall exclude any costs of payments made for industry promotion and/or advertisement or any other purposes not directly and clearly beneficial to the public employer.

In the event Local 10 and any sheet metal contractor affiliated or not affiliated with the Twin City Division of the Sheet Metal, Air Conditioning and Roofing Contractors Association and doing business in the seven-county metropolitan area agree to a total commercial package different from the above total commercial package and which is less than the above total package, such differences shall be immediately applicable to the total compensation paid to employees covered by this Agreement.

**The April 30, 2016, hourly rates in Appendices C1, C2A, and C3 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.

APPENDIX D

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

Fund	Effective 5/3/14	Effective 5/2/15	Effective 4/30/16
Vacation Fund	$2.86	$2.86	**
School District Holiday Fund	$5.38	$5.88	**
Health and Welfare Fund	$8.57	$9.02	**
Local Pension Fund	$3.76	$3.95	**
National Pension Fund	$4.13	$4.42	**
Scholarship Fund	$ .01	$ .01	**
SMOHI Asbestos Screening Fund	$ .02	$ .02	**
Local Training Fund	$ .61	$ .55	**
National Training Fund	$ .15	$ .15	**
LMC Fund	$ .02	$ .02	**

The Employer shall make legally established non-negotiated pension contributions to PERA. Changes in the mandated PERA rate may change the calculated hourly base rate of pay so the Employer's cost does not exceed the amounts listed in C-1 above.

All contributions made in accordance with this Appendix D shall be deducted from and are not in addition to the amounts shown in Appendix 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 covered by this Agreement 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.