MAY 1, 2019 to APRIL 30, 2022

MAINTENANCE LABOR AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL 633

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P R E A M B L E

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer and Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local 633, 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 City, 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 23 (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 and temporary employed in the classes of positions defined in Appendix A as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-525-A dated May 22, 1973.

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.

3.2 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 Union may designate one (1) employee from the bargaining unit 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 20 (GRIEVANCE PROCEDURE).

4.2 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. 179.63, Subdivision 18 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.

5.2 Effective May 1, 2004, employees represented by the Union are not subject to, nor 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 twelve (12) month probationary period during which time the employee's fitness and ability to perform the position's 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 20 (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 shall serve a twelve (12) month promotional probationary period during which time the employee's fitness and ability to perform the position's 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 at the discretion of the Employer without appeal to the provisions of Article 20 (GRIEVANCE PROCEDURE).

6.2 (2) An employee demoted during the promotional probationary period shall be returned to the employee's previously held class and shall receive a written notice of the reasons for demotion, a copy of which shall be sent to the Union.

ARTICLE 7 – HOURS OF WORK

7.1 The normal work day shall be eight (8) consecutive hours per day, excluding a thirty (30) minute lunch period between the hours of 7:00 a.m. and 5:30 p.m.

7.2 The normal work week shall be five (5) consecutive normal work days Monday through Friday.

7.3 Notwithstanding Article 7.1 and 7.2, employees may through mutual agreement with the Employer, for the purpose of attending seminars, conferences or training, work schedules other than schedules limited by the normal work day and work week as set forth in Article 7.1 and 7.2.

7.4 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.

7.5 All employees shall be at the 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.

7.6 All employees are subject to call back by the Employer as provided by Article 9 (CALL BACK/CALL IN).

7.7 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.

ARTICLE 8 – OVERTIME

8.1 All overtime compensated 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 and verification is provided that work was actually performed.

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

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

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

8.2 (3) Overtime compensation for employees working under an agreement stated in Article 7.3 shall be subject to the overtime provisions of the Fair Labor Standards Act.

ARTICLE 8 – OVERTIME (CONTINUED)

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

8.3 (1) Time worked on a holiday as defined in Article 13.6 (HOLIDAYS);

8.3 (2) Time worked on a seventh (7th) day following a normal work week.

8.3 (3) Overtime compensation for employees working under an agreement stated in Article 7.3 shall be subject to the overtime provisions of the Fair Labor Standards Act.

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

8.5 Overtime hours worked as provided by this Article shall be paid in cash.

8.6 Overtime compensation as stated in this Article shall be subject to the overtime provisions of the Fair Labor Standards Act.

ARTICLE 9 – CALL BACK/CALL IN

9.1 The Employer retains the right to call in or 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.

9.2 Employees called in or called back shall receive a minimum of four (4) hours straight time pay at the basic hourly rate or shall be compensated in accordance with Article 8 (OVERTIME), when applicable, whichever is greater.

9.2 (1) Notwithstanding Article 9.2, employees called in four (4) hours or less prior to their normal work day shall complete the normal work day and be compensated only for overtime hours worked in accordance with Article 8 (OVERTIME).

ARTICLE 10 – WORK LOCATION

10.1 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.

ARTICLE 11 – WAGES

11.1 The basic hourly wage rates as established by Appendix C shall be paid for all hours worked by an employee. No retroactive payment shall be made to any employee who has terminated his/her employment prior to signing of the new Agreement.

11.2 Regular, Provisional and temporary employees shall be considered, for the purposes of this Agreement, "Participating Employees" and shall be compensated in accordance with Article 11.1 (WAGES) and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 12 (FRINGE BENEFITS).

11.3 Employees covered by this agreement are not eligible to participate in the Public Employee Retirement Association (PERA) plan except for those employees hired prior to May 1, 2001 who elected to remain under the PERA plan pursuant to Section 353.01 Subd. 2b (18) of the Minnesota Statutes.

ARTICLE 12 – FRINGE BENEFITS

12.1 The Employer shall, for all hours worked, make contributions on behalf of and/or make deductions from the wages of "participating employees" covered by this Agreement in accordance with Appendix D.

ARTICLE 13 – HOLIDAYS

13.1 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

13.2 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.

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

ARTICLE 13 – HOLIDAYS (CONTINUED)

13.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or "called in or called back" in accordance with Article 9 (CALL BACK/CALL IN).

13.5 Participating Employees, as defined in Article 11.2, assigned to work on Martin Luther King Day, Presidents' Day, Veterans' Day, or the Day After Thanksgiving, shall be compensated on a straight time basis for hours worked.

13.6 Such Participating Employees 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 such hours worked.

ARTICLE 14 – DISCIPLINARY PROCEDURES

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

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

14.2 (1) Oral reprimand.

14.2 (2) Written reprimand.

14.2 (3) Suspension.

14.2 (4) Demotion.

14.2 (5) Discharge.

ARTICLE 15 – ABSENCES FROM WORK

15.1 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.

15.2 Failure to make such notification may be grounds for discipline as provided in Article 14 (DISCIPLINARY PROCEDURES).

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

ARTICLE 16 – SENIORITY

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

16.1 (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.

16.1 (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.

16.2 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.

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

16.4 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 the Employer's intent that permanent employees will be laid off by class title within each department based on inverse length of "Class Seniority". However, the Employer reserves the right to institute layoffs out of seniority for legitimate business reasons. The Union shall receive written notification of the legitimate business reasons. The Employer'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 20 (GRIEVANCE PROCEDURE). Upon request, the parties agree to "meet and confer" to discuss any out-of-order layoff. This Article shall not be used in place of Article 14 (DISCIPLINARY PROCEDURES) to discharge employees. Employees laid off shall have the right to reinstatement in any previously held lower paid class title covered by this Agreement, provided such employee has greater "Class Seniority" than the employee being replaced, however such reinstatement shall be subject to the out-of-order layoff provisions stated above.

16.5 The selection of vacation periods shall be made by class title based on length of "Class Seniority", subject to the approval of the Employer.

ARTICLE 17 – JURISDICTION

17.1 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.

ARTICLE 17 – JURISDICTION (CONTINUED)

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

17.3 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.

17.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 17.2 and 17.3 above shall be subject to disciplinary action as provided in Article 14 (DISCIPLINARY PROCEDURES).

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

ARTICLE 18 – SEPARATION

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

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

18.1 (2) **Discharge**: As provided in Article 14 (DISCIPLINARY PROCEDURES).

18.1 (3) **Failure to Report for Duty**: As provided in Article 15 (ABSENCES FROM WORK).

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

ARTICLE 19 – TOOLS

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

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 The employer shall recognize the Steward 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 name of the Steward and of his/her successor when so determined.

ARTICLE 20 – GRIEVANCE PROCEDURE (CONTINUED)

20.2 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.

20.3 The procedure established by this Article shall 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.

20.4 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 and submitted to the Employer within seven (7) calendar days of the first occurrence of the event giving rise to the grievance, shall be considered waived.

The first occurrence shall be either the actual date of the occurrence or the date by which, through the exercise of reasonable diligence, the Union should have known of the alleged violation.

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.

ARTICLE 20 – GRIEVANCE PROCEDURE (CONTINUED)

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 reduced to writing by the Union and submitted to the Employer within seven (7) calendar days following receipt of the Employer's answer shall be waived.

Step 4: If after seven (7) calendar days following the response of the Employer in Step 3 the grievance remains unresolved, the Union, through written notice to the Employer, may 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.

20.5 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.

20.6 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 desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

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

ARTICLE 21 – RIGHT OF SUBCONTRACT

21.1 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 subcontract.

21.2 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 22 – NONDISCRIMINATION

22.1 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, sexual orientation, political or religious beliefs or because of membership or non-membership in the UNION.

22.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 23 – SEVERABILITY

23.1 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.

23.2 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 24 – WAIVER

24.1 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.

24.2 The Employer and the Union agree, for the duration of this Agreement, 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.

24.3 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 25 – CITY MILEAGE

25.1 **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.

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

25.3 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 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.

25.4 **Rules and Regulations**: The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement. Such 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 $100,000/$300,000 for personal injury, and $25,000 for property damage, or liability insurance in amounts not less than $300,000 single limit coverage, with the City of Saint Paul named as an additional insured. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

ARTICLE 26 – DURATION AND PLEDGE

26.1 This Agreement shall become effective as of the date of signing, except as specifically provided otherwise in Articles 11 (WAGES) and 12 (FRINGE BENEFITS), and shall remain in effect through the 30th day of April, 2022 and continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in 26.2.

26.2 If either party desires to terminate or modify this Agreement, 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.

ARTICLE 26 – DURATION AND PLEDGE (CONTINUED)

26.3 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:

26.3 (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.

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

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

26.3 (4) Retroactive pay adjustment shall apply to all employees of the bargaining unit who are active employees on the date of signing of the agreement except those who have been terminated for cause.

WITNESSES:

CITY OF SAINT PAUL

8/22/19

Jason Sommidt — Date
Labor Relations Manager

8/7/19

Leota Johnson Rivera — Date
Labor Relations Specialist

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL 633

8-7-19

Brian Gullickson — Date
Business Agent

APPENDIX A

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

Cement Finisher
Apprentice
Building Inspector-Cement Finisher

and other classes of positions that may be established by the Employer where the duties and responsibilities assigned and are determined by the Bureau of Mediation Services to be appropriately represented by this bargaining unit.

APPENDIX B

All necessary hand tools.

APPENDIX C

1. The basic hourly wage rate for temporary, provisional, regular and probationary employees **not participating** in PERA appointed to the following classes of positions shall be:

	Effective 05/01/2019 (Or closest pay period)	Effective 05/01/2020	Effective 05/01/2021
Cement Finisher	$39.81	**	***

2. The basic hourly wage rate for regular employees **participating** in PERA appointed to the following classes of positions shall be:

	Effective 05/01/2019 (Or closest pay period)	Effective 05/01/2020	Effective 05/01/2021
Cement Finisher	$37.03*	**	***

* This rate includes the taxable Savings Plan deduction of $4.74.

The basic hourly wage rate for those employees eligible to participate in PERA, according to Article 11.3 of this agreement, shall be the rate shown in this Appendix "C (1)" for such employees in such classes divided by 1.075. This rate is subject to further increases or decreases by the State of Minnesota.

** Effective May 1, 2020 (or closest pay period) there will be an additional $2.00 added to the hourly total package from which these wages and benefits are calculated. The parties will agree prior to that date as to the distribution of the increase between the wages and fringes.

*** Effective May 1, 2021 (or closest pay period) there will be an additional $2.00 added to the hourly total package from which these wages and benefits are calculated. The parties will agree prior to that date as to the distribution of the increase between the wages and fringes.

APPENDIX D

Effective **May 1, 2019** (or closest pay period), the Employer shall:

1. Contribute $20.42 per hour for hours worked by employees covered by this agreement.
2. Deduct and forward $4.74 to a Fund per hour for all hours worked by employees covered by this Agreement. This amount shall be in the form of a payroll deduction from the rates in Appendix C (Taxable Rate).

The above contributions may be increased or decreased as long as the applicable hourly rates in Appendix C for employees are decreased or increased by the same total amount.

All contributions made in accordance with this Appendix D shall be forwarded to depositories as directed by the Union.

The Employer shall establish Worker's Compensation and Unemployment Compensation programs as required by Minnesota Statutes.

Participating 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 Civil Service Rules, Council Ordinance or Council Resolutions.

The Employer's fringe benefit obligation 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.