Memorandum of Agreement between The City of Saint Paul

The Pipefitters Local Union #455 December 7, 2019 Wage Correction April 25, 2020 Wage and Fringe Adjustment

This MOA is entered into by the parties to correct wage rate errors in the December 1, 2019 Wage and Fringe Adjustment Memorandum of Agreement signed on October 25, 2019 and to establish the May 2020 wage and fringe settlement. Wage rate errors occurred with the misunderstanding of changing fringe benefits from taxable to non-taxable and not realizing the impact on the current wage rates. The City continued to process the inaccurate rates for the period of December 7, 2019 – March 27, 2020 resulting in an over payment for eight (8) Union members. To correct the wage rate errors, the parties agree to the following with the understanding that any employee who has been overpaid will need to make arrangements for repayment to be paid in full by December 31, 2020.

APPENDIX C

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

| ni oc. | Effective 12 07/2019 | 05/01/2020 (or closest pay period) |
|--|--|--|
| Pipefitter Lead Pipefitter Mechanical Inspector Senior Mechanical InspPipefitter | \$44.36 \$47.71 \$47.71 \$49.57 | \$46.69 \$50.18 \$50.18 \$52.13 |

The basic hourly rate for temporary employees whose length of employment and earnings require that they be subject to Public Employees Retirement Association (PERA) contributions shall be the above temporary rate divided by 1.075. This rate is set by the State of Minnesota and is subject to change.

 The basic hourly wage rate for provisional, probationary and regular employees appointed to the following classes shall be as follows:

| | Effective 12/07/2019 | 05/01/2020 (or closest pay period) |
|--|--|--|
| Pipefitter Lead Pipefitter Mechanical Inspector Senior Mechanical InspPipefitter | \$47.69 \$51.29 \$51.29 \$53.29 | \$50.19 \$53.94 \$53.94 \$56.04 |

APPENDIX C (Continued)

Effective May 1, 2020 (or closest payroll period), there will be an additional \$2.50 per hour added to the total package. The parties will agree prior to that date as to the distribution of the increase between the wages and fringes. This amount will be decreased by any increase in the Industry Fund.

Effective May 1, 2021 (or closest payroll period), there will be an additional \$2.50 per hour added to the total package. The parties will agree prior to that date as to the distribution of the increase between the wages and fringes. This amount will be decreased by any increase in the Industry Fund.

In the event that the Union elects to have the fringe benefit contributions made by the Employer for such employees that are listed in Appendix D increased or decreased during the contract period, the basic hourly wage rate shall be reduced or increased by the same amount so that the total cost to the Employer remains unchanged.

APPENDIX D

Effective May 1, 2020 (or closest pay period) the Employer shall:

- (1) Deduct \$7.24 per hour to a Union designated fund, for all hours worked to employees. Hours paid at one and one-half (1.5) time in accordance with Article 9.2 shall have fringes paid at one and one-half (1.5) time; hours paid at double (2) time in accordance with Article 9.3 shall have fringes paid at double (2) time. A payroll deduction in this amount shall be made from the hourly rates listed in Appendix C.
- (2) Contribute \$27.75 per hour to a Union designated fund for all hours worked to employees. Hours paid at one and one-half (1.5) times in accordance with Article 9.2 shall have fringes paid at one and one-half (1.5) times; hours paid at double (2) times in accordance with Article 9.3 shall have fringes paid at double (2) times.

All contributions made in accordance with this Appendix D shall be forwarded to the Twin City Pipe Trades Service Association.

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

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.

WITNESSES:

CITY OF SAINT PAUL

UNITED ASSOCIATION PIPEFITTERS

LOCAL UNION NO. 455

Jason Schmidt

Labor Relations Manager

te Tony Poole

Business Manager