

2021 - 2024

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul Public Schools

and

LABORERS LOCAL 563

September 11, 2021 through April 30, 2024





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Jeanelle Foster	Chair
Jim Vue	Vice-Chair
Zuki Ellis	Clerk
John Brodrick	Treasurer
Chauntyll Allen	Director
Jessica Kopp	Director
Yusef Carrillo	Director

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PRINCIPLES

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and employees to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the employees.

There shall be no discrimination against any employee by reason of race, color, creed, sex, age, national origin, disability, Union membership, or any other basis protected by applicable law or District policy.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest remains in full utilization of employees' skill and ability without regard to consideration of race, color, creed, national origin, disability, age or sex.

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the following classifications:

- Journeyworker Laborer
- Journeyworker Laborer Foreman
- Landscape Laborer
- Plaster Tender

Abolished titles formerly recognized as exclusively represented by the Union:

- Asphalt Raker
- Asphalt Shoveler
- Building Laborer
- Distribution Service Worker
- Driver Operator
- Forestry Crew Leader
- Garden Laborer
- Gardener
- Grounds Crew Leader
- Grounds Service Worker
- Groundswoker
- Heavy Equipment Operator
- Jackhammer Operator
- Labor Crew Leader
- Mortar Mixer
- School Grounds Crew Leader
- School Labor Crew Leader
- School Service Worker
- Sno-Go Operator
- Stores Laborer
- Sweeper Operator
- Tamper
- Tractor Operator I
- Tractor Operator II
- Trades Laborer
- Tree Trimmer I
- Tree Trimmer II
- Tree Worker
- Truck Driver
- Unskilled Laborer

It is understood that the work that was performed by employees in the abolished classifications remains bargaining unit work and will be performed by employees in the current job classifications.

The Employer's recognition of the Union as exclusive bargaining agent applies to those employees who work more than fourteen (14) hours per week and more than sixty-seven (67) workdays per year, excluding supervisory, confidential, and employees exclusively represented by other labor or employee organizations.

The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Labor Relations Act to accomplish said objective.

ARTICLE 1. RECOGNITION (continued)

- 1.2 The Employer agrees not to enter into any contractually binding agreements with any employee or representative not authorized to act on behalf of the Union. There shall be no individual agreements with any employees that conflict with the terms of this Agreement, and any such agreement or contract shall be null and void.
- 1.3 A. "Grandfathered Employees" means those regular employees who were formerly represented by the Tri-Council. Grandfathered Employees shall be represented by Laborers Local 563 along with all other employees under this Agreement pursuant to the approval of the Minnesota Bureau of Mediation Services.
- B. All Grandfathered Employees, except for Grounds Service Workers, shall be classified as Journeyworker Laborer or Journeyworker Laborer Foreman.
- C. The two employees who held the "Grounds Service Worker" position shall be classified as Landscape Laborers. The Employer may employ a maximum of two Landscape Laborers and otherwise shall use employees in the other classifications covered by this Agreement to perform landscape work under this Agreement at their regular rates of pay.
- D. All employees who were designated as "temporary employees" under previous agreements shall be classified as Journeyworker Laborer or Journeyworker Laborer Foreman.
- 1.4 The Employer will obtain employees for all classifications under this Agreement from the Local 563 hiring hall as long as employees are available and meet District qualifications. If the Union does not provide sufficient employees from its hiring hall within one (1) week of receiving a request from the Employer, the Employer may hire such employees from any other source provided that the Employer furnishes to the Union the name, address, telephone number (home and mobile), email address (if available), classification, and date of hire of such employees and that such employees complete an orientation session of up to one (1) hour with the Union within the first two (2) weeks of employment.

ARTICLE 2. MAINTENANCE OF STANDARDS

- 2.1 No employee shall have their wages or benefits reduced as a result of the implementation of this Agreement.

ARTICLE 3. UNION RIGHTS

- 3.1 The Union's Business Manager in his/her sole discretion may designate and remove employees from within the bargaining unit as Stewards and shall inform the Employer in writing of such designations. Such employees shall have the rights and responsibilities as designated in Article 18 (Grievance Procedure).
- 3.2 There shall be no deduction of pay from stewards when directly involved in meetings with management during working hours for grievance procedures.
- 3.3 Designated union representatives shall be permitted to visit employees on job sites and at department buildings during working time.

ARTICLE 4. PAYROLL DEDUCTION

- 4.1 The Employer shall, upon receipt of an affirmatively authorized card deduct such sum as the Union may specify for the purposes of initiation fees and dues to the Union, providing the Union uses its best efforts to assess such deductions in as nearly uniform and standard amounts as is possible. The Employer shall remit monthly such deductions to the Union.
- 4.2 The Union shall immediately notify the District as soon as administratively reasonable of any member who, in accordance with provisions stated on the authorization card, affirmatively revokes authorization of said dues and shall provide the employer with a copy of said revocation.
- 4.3 The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer, its officers or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article. The Employer will indemnify, defend, and hold the Union harmless against any claims made and against any suits instituted against the Union, its officers or employees by reason of negligence on the part of the Employer in making or forwarding deductions under this Article provided that notifications to the employer of any change to the authorization of dues is done within the operating parameters of the Employer for the implementation of authorized changes.

ARTICLE 5. MANAGEMENT RIGHTS

- 5.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The Employer retains the rights and authority, which the Employer has not officially abridged, delegated or modified by this Agreement.
- 5.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 6. SAFETY

- 6.1 Accident and injury-free operations shall be the goal of the Employer and all employees. To this end, the Employer and employee will, to the best of their ability, abide by and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.
- 6.2 To this end, the Employer shall from time to time issue rules or notices to its employees regarding on-the-job safety requirements. Any employee violating such rules or notices shall be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.
- 6.3 Such safety equipment as required by governmental regulation shall be provided without cost to the employee. At the Employer's option, the employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

ARTICLE 6. SAFETY (continued)

- 6.4 The Employer agrees to provide up to \$150 each year during the term of this agreement toward the purchase or repair of safety shoes purchased by an employee who is a member of this unit. Preauthorization is required prior to the purchase of safety shoes. Employees must contact the Facilities Environmental Services Health and Safety Staff to obtain preauthorization for safety shoes. This contribution to be made by the Employer shall apply only to those employees who are required to wear protective shoes or boots by the Employer. The Employer will also provide winter weather proofing supplies for the employees' boots. These supplies will be provided through the Environment Health and Safety office.

ARTICLE 7. HOURS

- 7.1 The normal workday shall be eight (8) consecutive hours per day, excluding a thirty (30)-minute lunch period taken around the middle of the shift. During the summer seasonal work, start time may be adjusted at the discretion of the employer no more than 1 hour on either side of the regular workday. The regular workday is 7:00 AM - 3:30 PM. This schedule does not apply to seasonal employees.
- The regular work week shall be five (5) consecutive regular workdays Monday through Friday. (For employees on a shift basis this shall be construed to mean an average of forty [40] hours a week.)
- 7.2 Except in cases of emergencies, the Employer shall notify the Union of an intention to change the regular workday hours of 7:00 AM - 3:30 PM at least twenty-four (24) hours prior to the beginning of the new shift.
- 7.3 Employees shall report to work location 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.
- 7.4 Call-In Pay. When an employee is called to work, he/she shall receive two (2) hours of pay if not put to work. If he/she is called to work and commences work, he/she shall be guaranteed four (4) straight-time hours of pay.
- 7.5 Overtime. Time on the payroll in excess of the regular hours set forth above, including time in excess of (8) hours in a workday or time worked on a Saturday, shall be "overtime work" and shall be done only by order of the head of the department. An employee shall be recompensed for work done in excess of the regular hours by being paid on a time-and-one-half basis for such overtime work. The time-and-one-half overtime rate shall be based on the total rate, including any premium pay, being earned during the overtime hours worked. For all work that occurs on a Sunday, employees shall be compensated at double time based on the employee's hourly wage rate, including any premium pay, being earned during the time spent performing work.
- 7.5.1 Overtime work shall be equitably distributed among employees who regularly perform such work. In the event no employee volunteers for overtime offered, the Employer shall, assign the necessary employees required to perform the work in question.
- 7.6 The work break shall not exceed fifteen (15) minutes from the time the employee stops working until he/she resumes work, and shall be taken in close proximity of the employee's workstation.
- 7.6.1 An employee shall be allowed one fifteen (15) minute rest break during each four (4)-hour period worked during the employee's normal workday. Any employee required to remain at work following the completion of an eight (8)-hour workday shall be allowed a fifteen (15) minute break at approximately

two (2) hours after the end of his/her normal workday, and after the completion of every four (4) hours of work thereafter.

ARTICLE 8. SENIORITY

This Article only applies to Grandfathered employees.

- 8.1 Seniority, for the purpose of this Agreement, shall be defined as follows:
- 8.1.1 Seniority. The length of continuous regular and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement.
 - 8.1.2 An employee may request reverse seniority for the winter season. Such request must be made in writing to the employee's supervisor no later than October 1 of each year. In the event of layoffs during the winter season, employees who opted for reverse seniority shall be laid off first in reverse seniority order. Employees with reverse seniority who are laid off during the winter season will be returned to their original seniority on the call back list when the Employer recalls employees in the spring following the layoff period, or on April 1 of the following year, whichever comes first.
- 8.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 8.2.1 In the event the Employer determines that it is necessary to reduce the workforce, Grandfathered Employees shall be the last employees laid off. If all other employees in the bargaining unit are laid off, any necessary layoffs of Grandfathered Employees shall be based on inverse length of seniority. Recall of Grandfathered Employees from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. Laid-off Grandfathered Employees shall be recalled before any other employees are hired or recalled to perform work in the bargaining unit.
- 8.3 To the extent possible, vacation periods shall be assigned on a first-come, first-served basis. It is, however, understood that vacation assignments shall be subject to the ability of the Employer to maintain operations.

ARTICLE 9. HOLIDAYS

- 9.1 Holidays Recognized and Observed. The following nine (9) days shall be designated as holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

- Whenever any of the listed holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the listed holidays falls on Sunday, the following Monday shall be observed as the holiday.
- 9.2 If an employee entitled to a holiday is required to work on a holiday, the employee shall be paid on a double time basis for such hours worked.

9.3 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 7.4 (Call-In Pay).

ARTICLE 10. VACATIONS

This Article applies only to Grandfathered Employees. Grandfathered Employees shall accrue unpaid vacation time at the rates set forth in this Article. It is understood that such vacation time shall be unpaid because employees receive the benefit of the Employer’s contributions to the Minnesota Laborers Vacation Fund set forth in Appendix B.

10.1 Vacation time shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime.

<u>Years of Service</u>	<u>Hours of Vacation Earned Per Hour on Payroll</u>	<u>Annual Hours Earned</u>	<u>Annual Days Earned</u>
First year through 4 year	.0577	120	15
After the 4th year through 9 year	.0769	160	20
After 9 years through 15 year	.0846	176	22
After 15 years through 23 year	.1000	208	26
After 24 years and thereafter	.1154	240	30

Calculations are based on a 2,080-hour work year and shall be rounded off to the nearest hour.

Years of service will be defined to mean the number of years since the date of appointment.

10.2 An employee may carry over one hundred eighty four (184) hours of vacation into the following “vacation year.” If the employee is going to lose any carryover vacation because they are denied vacation usage after the last full pay period in October, the Employer will seek mutual consent of the employee as to one of the options below (a or b). If unable to reach mutual consent, option a or b is at the discretion of the Employer.

10.2.1 An employee who has more than one hundred eighty four (184) hours of accrued vacation remaining at the end of the last full pay period in October, or is projected to accrue more than that by year’s end, shall either:

- (a) be required to use the hours of vacation in excess of one hundred eighty four (184) hours prior to the end of the calendar year; or
- (b) be provided an exception for additional carryover of vacation by means of approval of his/her department head.

10.2.1.1 Selection of option (b) in 10.2.1 shall require both the employer and employee to mutually determine and agree upon dates by which the additional carryover of vacation is to be used. Lack of use of vacation by the agreed upon dates which is not the result of an employer action shall be forfeited by the employee.

For the purpose of this Article, the “vacation year” shall be the calendar year.

10.3 Scheduling of vacation is subject to approval of the employee’s supervisor.

ARTICLE 11. COURT DUTY LEAVE

11.1 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 union 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.

11.2 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 12. FMLA LEAVE

12.1 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 13. WAGES AND FRINGE BENEFITS

13.1 The basic hourly wage rates as established by Appendix A shall be paid for all hours worked. At the request of either party, the parties will meet and confer no less than sixty (60) days prior to the April 23, 2022 effective date for wage and benefit increases under this Agreement to discuss the possibility of including apprentice classifications and the potential for adjusting or lifting the limit on the number of Landscape Laborers under section 1.3(C).

13.2 Correction of Compensation Errors. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department within a period of two years, or failure to routinely review the accuracy of his/her bi-weekly compensation may result in lost compensation.

13.2.1 District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two-years.

13.2.2 Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from bi-weekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two-year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

13.3 The Employer shall appoint a minimum of one Journeyworker Laborer Foreman for every eight (8) employees working in the bargaining unit. The Employer shall have the discretion to select the foremen to lead crews performing work under

this Agreement and shall pay foremen at the Journeyworker Laborer Foreman rate.

- 13.4 For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The employee shall be paid at the rate of pay for the higher classification for those hours worked while performing all of the significant duties and responsibilities of the assigned out-of-class work.
- 13.5 The Employer shall make fringe benefits contributions in accordance with Appendix A for all hours worked.
- 13.6 For Grandfathered Employees, the Employer shall pre-pay health insurance contributions to the Minnesota Laborers Health and Welfare Fund in the minimum amount necessary for purposes of ensuring continuous health care coverage without interruption when employees transition from the Employer's health insurance plan. The Union will inform the Employer of the timetable and required amount of pre-payment, which is estimated to be three months of contributions per Grandfathered Employee. **This pre-payment is a one-time only pre-payment.**

ARTICLE 14. DISCIPLINE PROCEDURES

- 14.1 The Employer will discipline employees for just cause only. Such actions may be taken in an order different from that listed here, based on the specific employee action. Discipline will be in the form of:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion;
 - e) Discharge.
- 14.2 Suspensions, demotions, and discharges will be in written form.
- 14.3 A notice in writing of suspensions, reductions, and discharges shall be sent to the employee and the Union within seventy-two (72) hours after such action is taken.
- 14.4 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor shall then provide written notice of the charges to the employee and offer to meet with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee and/or union will be given the opportunity to respond in writing.
- 14.5 Grievances relating to this Article may be processed in accordance with the grievance procedure. Oral reprimands shall not be grievable.
- 14.6. 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 one-half (1/2) hour before the beginning of such workday. Failure to make such notification may be grounds for discipline. **Employees may find additional information regarding unplanned absences in the Facilities Employee manual.**
https://www.spps.org/cms/lib/MN01910242/Centricity/Domain/13173/2021-07_Facilities%20Dept%20Employee%20Manual.pdf

ARTICLE 15. GRIEVANCE PROCEDURE

- 15.1 The Employer shall recognize stewards selected in accordance with Union rules and regulations to assist with processing grievances. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named. The Union's business agent shall be the grievance representative of the bargaining unit.
- 15.2 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(s) to be absent to assist in processing a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 15.3 The procedure established by this Article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by Article 17, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.
- 15.4 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 ten (10) working days of the first occurrence of the event giving rise to the grievance or the time when the Union with 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 ten (10) working 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 five (5) working days following this meeting. The Union may refer the grievance in writing to Step 3 within ten (10) working days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within ten (10) working days following receipt of the Employer's answer shall be considered waived.
- Step 3. Within ten (10) working days following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Union Business Manager or designated representative and attempt to resolve the grievance. Within ten (10) working 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 ten (10) working days following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may within ten (10) working 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 ten (10) working days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10)-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.

- 15.5 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 applications 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.
- 15.6 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 representatives 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.
- 15.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.
- 15.8 It is understood by the Union and the Employer that if an issue is determined by this grievance procedure, it shall not again be submitted for arbitration under other procedures. If an issue is determined by the provisions of other procedures, it shall not again be submitted for arbitration under this grievance procedure.

ARTICLE 16. LEGAL SERVICES

- 16.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify an employee and/or their estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission in the performance and scope of the employee's duties.
- 16.2 Notwithstanding 16.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the plaintiff.

ARTICLE 17. STRIKES, LOCKOUTS, WORK INTERFERENCE

- 17.1 The Union and the Employers agree that there shall be no strikes, work stoppages, slow-downs, sit-down, stay-in or other concerted interference with the Employer's business or affairs by the Union and/or the members thereof, and there shall be no bannering during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise.

ARTICLE 18. SAVINGS CLAUSE

18.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 19. JURISDICTION

19.1 Any employee refusing to perform work assigned by the Employer shall be subject to disciplinary action as provided in Article 17 (Disciplinary Procedures).

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

19.3 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 St. Paul Administrative Code Section 82.07, Minimum Wages on Public Contracts.

ARTICLE 20. TERMS OF AGREEMENT

20.1 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. Any and all prior agreements, resolutions, practices, policy or rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded.

20.2 Except as herein provided, this Agreement shall be effective as of September 11, 2021 and shall continue in full force and effect through April 30, 2024, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1971.

INDEPENDENT SCHOOL DISTRICT NO. 625
SAINT PAUL PUBLIC SCHOOLS

LABORERS LOCAL 563

Chair, Board of Education

Joe Fowler, Business Manager

Assistant Director of Employee Labor Relations

Date

Date

APPENDIX A

HOURLY WAGE AND BENEFIT RATES

A-1 The total hourly cost to the Employer for wages plus any and all fringe benefits contributions or deductions for employees under this Agreement shall not exceed the following amounts:

	<u>Effective 9/11/2021</u>	<u>Effective 4/23/2022</u>	<u>Effective 4/22/2023</u>
Journeyworker Laborer	\$59.90	*	*
Foreman*	\$62.90	*	*
Landscape Laborer	\$44.45	*	*
Plaster Tender	\$61.28	*	*

*Foreman is compensated at \$3.00 over the Journeyworker scale.

****NOTE FOR APPENDIX A-1:** Where amounts have not been listed in the above table, any annual adjustments in the total cost of wages and benefits will be determined by the agreed-upon total packages of wages and benefits in the applicable Minnesota Laborers Agreements.

A-2 The total taxable hourly rate including wages and the vacation contributions and excluding all other benefit costs and obligations for employees for whom the employer contributes to PERA and who are appointed to the following classes of positions shall be as follows:

	<u>Effective 9/11/2021</u>	<u>Effective 4/23/2022</u>	<u>Effective 4/22/2023</u>
Journeyworker Laborer	\$37.78	*	*
Foreman	\$40.57	*	*
Landscape Laborer	\$26.28	*	*

***NOTE FOR APPENDIX A-2:** Where amounts have not been listed in the above table, the hourly rates shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the total hourly cost of wages and benefits as defined in Appendix A-1.

A-2A The basic hourly wage rates in this Appendix (A-2A) are for compensation analysis purposes only. These figures represent the portion of the Appendix A-1 rates above specifically allocated to wages for employees who are not exempt from PERA. These rates do NOT include taxable benefit contributions and therefore should NOT be used for taxable payroll calculations. See Appendix A-2 above for total taxable payroll information.

	<u>Effective 9/11/2021</u>	<u>Effective 4/23/2022</u>	<u>Effective 4/22/2023</u>
Journeyworker Laborer	\$35.23	*	*
Foreman	\$38.02	*	*
Landscape Laborer	\$23.78	*	*

*NOTE FOR APPENDIX A-2A: Where amounts have not been listed in the above table, the hourly rates shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the total hourly cost of wages and benefits as defined in Appendix A-1.

A-3. The total taxable hourly rate including wages and the vacation contribution for employees who are exempt from PERA and are appointed to the following classes of positions shall be:

	<u>Effective 9/11/2021</u>	<u>Effective 4/23/2022</u>	<u>Effective 4/22/2023</u>
Journeyworker Laborer	\$40.61	*	*
Foreman	\$43.61	*	*
Landscape Laborer	\$28.25	*	*
Plaster Tender	\$41.02	*	*

*NOTE FOR APPENDIX A-3: Where amounts have not been listed in the above table, the hourly rates shall be determined at a later date based on the allocation agreed to by the Employer and the Union of the total hourly cost of wages and benefits as defined in Appendix A-1.

A-4 For employees working in the classifications of Journeyworker Laborer and Foreman, the following fringe benefit contributions shall be made to the Minnesota Laborers' Fringe Benefit Funds for each hour worked:

	<u>Effective 9/11/2021</u>	<u>Effective 4/23/2022</u>	<u>Effective 4/22/2023</u>
Health and Welfare	\$8.65	*	*
Pension	\$10.27	*	*
Vacation (Taxable Contribution)	\$2.55	*	*
Training	\$.37	*	*

*NOTE FOR APPENDIX A-4: Where amounts have not been listed in the above table, the fringe benefits contribution amounts shall be determined at a later date based on the allocations in the applicable Minnesota Laborers Agreement.

A-4A For employees working in the classification of Landscape Laborer the following fringe benefit contributions shall be made to the Minnesota Laborers' Fringe Benefit Funds for each hour worked:

	<u>Effective</u> <u>9/11/2021</u>	<u>Effective</u> <u>4/23/2022</u>	<u>Effective</u> <u>4/22/2023</u>
Health and Welfare	\$8.65	*	*
Pension	\$7.18	*	*
Vacation (Taxable Contribution)	\$2.50	*	*
Training	\$.37	*	*

*NOTE FOR APPENDIX A-4A: Where amounts have not been listed in the above table, the fringe benefits contribution amounts shall be determined at a later date based on the allocations in the applicable Minnesota Laborers Agreement.

A-4B For employees working in the classification of Plaster Tender the following fringe benefit contributions shall be made to the Minnesota Laborers' Fringe Benefit Funds for each hour worked:

	<u>Effective</u> <u>9/11/2021</u>	<u>Effective</u> <u>4/23/2022</u>	<u>Effective</u> <u>4/22/2023</u>
Health and Welfare	\$8.65	*	*
Pension	\$11.24	*	*
Vacation (Taxable Contribution)	\$2.55	*	*
Training	\$.37	*	*

*NOTE FOR APPENDIX A-4B: Where amounts have not been listed in the above table, the fringe benefits contribution amounts shall be determined at a later date based on the allocations in the applicable Minnesota Laborers Agreement.

A-5 The Employer agrees to pay 100% of the wages and benefits per the applicable Minnesota Laborers' Agreements for each year of this Agreement.

A-6

1. For employees working in titles listed in this Appendix A who are subject to Public Employees Retirement Association contributions, the rate of pay shall be the hourly rate shown in this Appendix A for such title divided by one (1) plus the Employer PERA rate.
2. If the Union elects to have the fringe benefit contributions listed in this Appendix A increased or decreased, the Employer shall adjust the applicable hourly pay rates and contribution amounts accordingly.

APPENDIX B

TOOLS, EQUIPMENT, AND CLOTHING

Employer will provide employee with necessary tools to accomplish daily work. Tools are the property of the employer, will be inventoried and must be returned upon employment separation. Tools are to be used for district use only.

The District will provide uniform clothing. Employees in this bargaining unit are required to wear the District uniform when on duty.

Each employee is responsible for laundering and pressing uniforms. If a uniform shirt becomes damaged beyond repair during the course of duty, it will be replaced when the damaged shirt is returned to the District.

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

Memorandum of Agreement
Regarding
Loss of Drivers License

**Memorandum of Agreement
Regarding
Loss of Drivers License**

This Memorandum of Understanding is by and between the Board of Education of Independent School District No. 625, Saint Paul Public Schools, and Laborers Local 563. The purpose of this Memorandum is to establish a process that would occur in the event an employee who is required to hold a Commercial Drivers License (CDL) as a qualification for the job they hold has that license suspended, revoked or cancelled, and to establish uniformity in addressing such a situation. This memorandum will also establish a timeframe for current employees who are required to hold a CDL but who currently do not possess such a license to fulfill the requirement.

The parties agree to the following items.

1. If an employee loses driving privileges and possession of a license that is required for the employee's job, the responsibility for regaining the license is the employee's and not the District's.
2. It is the employee's responsibility to immediately notify their supervisor in writing of the loss of driving privileges. If an employee fails to notify their supervisor, they will be subject to disciplinary action. If an employee drives a School District vehicle without a valid driver's license, they will be subject to immediate termination from School District employment.
3. The employee must, at the employee's expense and on personal time, resolve the issue with the District Court or Department of Public Safety.
4. When an employee loses his/her license for the first time as a school district employee, the School District, upon being made aware of the loss of an employee's license, shall grant the employee a leave of absence without pay for a period not to exceed eighteen (18) calendar months. If the employee is unable to regain possession of a valid, required license by the end of the leave, the employee will be terminated from employment.
5. When an employee loses his/her license for the second time as a school district employee, regardless of the date the first loss of license occurred, the School District, upon being made aware of the loss of an employee's license, shall grant the employee a leave of absence without pay for a period not to exceed two (2) calendar years. If the employee is unable to regain possession of a valid, required license by the end of two (2) calendar years, the employee will be terminated from employment.
6. If an employee loses and regains his/her license while on lay off and no accommodation is made, that loss of license will not count in regard to Number 4 or Number 5 above.
7. Extensions of leaves of absence may only be granted at the discretion of the School District for reasons beyond the employee's control. The reasons shall be limited to delays caused by State administrative procedures or the court system.
8. Voluntary reduction to a position in a lower classification with minimum qualifications not requiring a driver's license is at management's discretion; however, any accommodation provided shall not cause the displacement of another employee, regardless of seniority.

Duration

This Memorandum of Agreement shall be effective upon signing, and shall remain in effect for the duration of this agreement; it is subject to renewal, termination or amendment by the parties.

INDEPENDENT SCHOOL DISTRICT NO. 625
SAINT PAUL PUBLIC SCHOOLS

LABORERS LOCAL 563

Chair, Board of Education

Joe Fowler, Business Manager

Assistant Director of Employee Labor Relations

Date

Date
