JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

COLLECTIVE BARGAINING AGREEMENT

- between -

THE CITY OF SAINT PAUL

- and -

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 9

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PREAMBLE

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer and the International Union of Elevator Constructors, Local 9, 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 defined in Appendix A as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-475-A dated April 13, 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 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.

ARTICLE 4 – UNION RIGHTS (Continued)

4.1 (1) The Employer shall not deduct dues from the wages of employees covered by this Agreement for any other labor organization.

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 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).

4.3 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 establishes the "terms and conditions of employment" defined by M.S. 179 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 January 1, 2011, 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 one (1) year 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 one (1) year 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).

ARTICLE 6 – PROBATIONARY PERIODS (Continued)

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 reason(s) 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 7:00 a.m. and 7:00 p.m.

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

7.3 If, during the term of this Agreement, it is necessary in the Employer's judgment to establish second and third shifts or a work week of other than Monday through Friday, the Union agrees to enter into negotiations immediately to establish the conditions of such shifts and/or work weeks.

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 in or call back by the Employer as provided by Article 9 (CALL IN/CALL BACK).

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 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.

8.2 The overtime rate of one and one-half (1.5) times 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.

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 12 (HOLIDAYS);
8.3 (2) Time worked on a seventh (7th) day following a normal work week; and
8.3 (3) 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 (1.5).

8.4 For "pyramided", or "compounded": Employees shall not be paid twice for the same hours worked.

ARTICLE 9 – CALL IN/CALL BACK

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 AND FRINGE BENEFITS

11.1 The basic hourly wage rates as established by Appendix C shall be paid for all hours worked by an employee.

11.1 (1) The Employer will assign one employee of its choosing as the Senior Inspector. This employee will receive a premium equal to 12.5 % of the wage in Appendix C.

11.2 Temporary employees shall be compensated in accordance with Paragraph A and B of Appendix C.

11.3 All regular and provisional employees shall be compensated in accordance with Paragraph B of Appendix C.

11.4 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.

ARTICLE 12 – HOLIDAYS

12.1 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

12.2 Of the ten (10) designated holidays in 12.1 above, the following holidays are designated as paid holidays:

New Year's Day, January 1
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

12.3 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.

12.4 The ten (10) holidays listed in 12.1 above shall be considered non-work days.

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

12.6 Employees assigned to work on Martin Luther King Day, or Presidents' Day, shall be compensated on a straight time basis for such hours worked.

12.7 Employees assigned to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, or Christmas Day shall be compensated at the rate of two (2) times the basic hourly rate for such hours worked.

12.8 Temporary employees are not eligible for paid holidays.

ARTICLE 13 – DISCIPLINARY PROCEDURES

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

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

13.2 (1) Oral reprimand,
13.2 (2) Written reprimand,
13.2 (3) Suspension,
13.2 (4) Demotion,
13.2 (5) Discharge.

ARTICLE 14 – ABSENCES FROM WORK

14.1 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.

14.2 Failure to make such notification may be grounds for discipline as provided in Article 13 (DISCIPLINARY PROCEDURES).

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

ARTICLE 15 – SENIORITY

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

15.1 (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.

15.1 (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.

15.2 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.

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

15.4 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each department based on inverse length of "Class Seniority". Employees laid off shall have the right to reinstatement in their department to any previously held lower-paid class title in this Bargaining Unit, provided the employee has greater "Class Seniority" than the employee being displaced.

ARTICLE 15 – SENIORITY (Continued)

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

15.6 This Article 15 shall only apply to individuals employed by the City as of July 1, 2003 in a job classification covered by this Agreement. There is no Seniority for other employees.

ARTICLE 16 – SELECTION OF SENIOR

16.1 The selection of personnel for the class of positions Senior Elevator Inspector shall remain solely with the Employer.

16.2 The class of position of Senior Elevator Inspector shall be filled by employees of the bargaining unit on a "temporary assignment." Any employee who is assigned to one of the class may be subsequently reassigned under the terms of Article 6.2 (PROBATIONARY PERIODS). Such reassignment may be back to any one of the employee's previous classifications and rates of pay. The decision to reassign an employee out of one of the above classes is not grievable/arbitrable under Article 20 (GRIEVANCE PROCEDURE). It is understood that this clause does not apply to employees who were appointed to these classes prior to the signing of the 2013 - 2015 Agreement.

ARTICLE 17 - JURISDICTION

17.1 Disputes concerning work jurisdiction between and among unions are recognized as appropriate subjects for determination by the various unions representing employees of the Employer.

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 16.2 and 16.3 above shall be subject to disciplinary action as provided in Article 13 (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 13 (DISCIPLINARY PROCEDURES).

18.1 (3) **Failure to Report for Duty**. As provided in Article 14 (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 named.

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.

ARTICLE 20 – GRIEVANCE PROCEDURE (Continued)

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 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 seven (7) 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/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 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, within seven (7) calendar days after the response of the Employer in Step 3, the Union may, 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 name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

ARTICLE 20 – GRIEVANCE PROCEDURE (Continued)

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 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, or because of membership or non membership in the Union.

22.2 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 23 – SEVERABILITY

23.1 In the event that any provision 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 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 condition 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. If an employee is required to use his/her own automobile during employment, the employee shall be reimbursed at the IRS mileage rate in effect as of that date.

25.3 The City will provide parking at a location and manner of the Employer's choice, 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 or her own personal car available.

ARTICLE 25 – CITY MILEAGE (Continued)

25.4 Rules and Regulations: The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which 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 those required by State of Minnesota regulation. 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 and shall remain in effect through December of 2017, and continue in effect from year-to-year thereafter unless notice to change or to terminate is given in the manner provided in Article 26.2.

26.2 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.

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.

ARTICLE 26 – DURATION AND PLEDGE (Continued)

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

WITNESSES:

CITY OF SAINT PAUL

12/15/15

Chara Blanch — Date
Labor Relations Specialist

12/21/15

Jason Schmidt — Date
Labor Relations Manager

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL NO. 9

David M. Aaserud 12.15.15

David Aaserud — Date
Business Manager

APPENDIX A

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

Elevator Inspector

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

APPENDIX B

All necessary hand tools.

APPENDIX C

A. The basic hourly wage for temporary employees (not subject to PERA) appointed to the following class shall be:

Elevator Inspector	Effective 1/1/2016 (or closest pay period)	Effective 1/1/2017 (or closest pay period)
1st Step	$49.32	$50.44
Sr. Premium	$55.49	$56.74

* This rate includes an 8% taxable outside Vacation Contribution.

B. The basic hourly wage for temporary employees working in the following class whose length of employment and earnings require that they be subject to Public Employees Retirement Association (PERA) contributions and the basic hourly rate for provisional, regular, and probationary employees appointed to the following class shall be:

Elevator Inspector	Effective 1/1/2016 (or closest pay period)	Effective 1/1/2017 (or closest pay period)
1st Step	$45.74	$46.78
Sr. Premium	$51.47	$52.63

* This rate includes an 8% taxable outside Vacation Contribution.

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

The wage rate for the title of Elevator Inspector shall consist of one step.

If the Union elects to have the contributions listed in Appendix D increased or decreased, the Employer may adjust the above applicable rates for participating employees in such a way that the total cost of the package (wage rate plus contributions) remains constant.

Effective January 1, 2016 (or closest pay period), there will be an additional $2.54 per hour increase added to the Mechanic total package. Effective January 1, 2017 (or closest pay period), there will be an additional $2.63 per hour increase added to the Mechanic total package. The parties will agree prior to that date regarding the distribution of the increase between wages and fringes. This amount will be decreased by any increase to the Industry Fund.

The current Public Employees Retirement Association (PERA) contribution rate is 7.5%. This rate is subject to change by the State of Minnesota.

APPENDIX D

Effective **January 1, 2016** (or closest pay period), the Employer shall:

(1) contribute to a Welfare Fund $14.46 per hour for all hours worked by participating employees as defined in this Agreement.

(2) contribute to a Pension Fund $8.96 per hour for all hours worked by participating employees, as defined above.

(3) contribute to the Educational Fund $0.60 per hour for all hours worked by participating employees, as defined above.

(4) contribute to a 401(K) annuity fund $6.00 per hour for all hours worked by participating employees, as defined above.

(5) deduct $0.30 per hour for all hours paid to a Union designated Industry Benefit Plan for all years of the Agreement.

Effective **January 1, 2017** (or closest pay period), the Employer shall:

(1) contribute to a Welfare Fund $15.31 per hour for all hours worked by participating employees as defined in this Agreement.

(2) contribute to a Pension Fund $9.46 per hour for all hours worked by participating employees, as defined above.

(3) contribute to the Educational Fund $0.60 per hour for all hours worked by participating employees, as defined above.

(4) contribute to a 401(K) annuity fund $6.25 per hour for all hours worked by participating employees, as defined above.

(5) deduct $0.30 per hour for all hours paid to a Union designated Industry Benefit Plan for all years of the Agreement.

The Employer will not make these contributions in 1 – 4 above for Holidays.

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

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

The Employer shall establish Workers' 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.