

**CUSTODIAL
AGREEMENT**

2007 - 2009

Between

**St. Cloud Area School District 742
St. Cloud, Minnesota**

And

International Union of Operating Engineers

Local No. 49

CUSTODIAL AGREEMENT

2007-2009

St. Cloud Area School District 742
St. Cloud, Minnesota

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ARTICLE I
PURPOSE

Section 1.1 Parties: THIS AGREEMENT, entered into between the School Board of St. Cloud Area School District 742, St. Cloud, Minnesota hereinafter referred to as the School District, and the International Union of Operating Engineers Local 49, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the maintenance/engineering personnel during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1 Recognition: In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers Local 49 as the exclusive representative for the custodians, custodial/engineers, mechanics, warehouse persons, grounds keepers, fixed hourly and any combination thereof employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2.2 Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 3.2 of the Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 3.1 Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employee.

Section 3.2 Description of Appropriate Unit: For purposes of this Agreement, the term "maintenance/engineering personnel" shall mean all persons in the appropriate unit employed by the School Board in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen 14 hours per week, or thirty-five percent (35%) of the normal work week in the employees appropriate unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceed sixty-seven (67) days in that year and emergency employees. Hourly employees in this unit shall receive only those salary and fringe benefits specified for hourly personnel in this agreement.

Section 3.3 Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 3.4 School District: For purposes of administering this agreement, the term "School District" shall mean the School Board or its designated representative.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 4.1 Inherent Managerial Rights: The exclusive representative recognizes that the School Board 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, the organizational structure and selection and direction and number of personnel.

Section 4.2 Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 4.3 Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provisions of the Agreement found to be in violation of any such laws of Minnesota; or rules promulgated under law, or municipal charters, ordinances, or resolutions (provided that the rules, charters, ordinances, and resolutions are consistent with this chapter) shall be null and void and without force and effect.

Section 4.4 Reservation Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude others inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

Section 4.5 Employee Drug and Alcohol Testing: The School District and the I.U.O.E. Local No. 49 have a commitment to provide a drug-free and alcohol-free school environment for all employees and students of District 742. The District and the I.U.O.E. Local No. 49 agree to the terms and conditions which are set forth in School District Policy Number 416, Employee Drug and Alcohol Testing Policy (including Administrative Guidelines on such policy), which Policy and Administrative Guidelines will allow the District (under the conditions specified in the Policy and/or Guidelines) to require an employee to submit to drug and/or alcohol testing. If there is a change to the Policy/Guidelines that affects terms and conditions of employment, then the implementation of the Policy/Guidelines will be subject to negotiations.

ARTICLE V

EMPLOYEE RIGHTS

Section 5.1 Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 5.2 Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

Section 5.3 Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to 179.64 to 179.75 of the P.E.L.R.A.

Upon receipt of a properly executed authorization of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Members of Local 49 may request, in writing, to have dues deducted monthly from regular salary payments and such deductions will be made in the Business Office of the school district and forwarded monthly to the business agent of Local 49. Such deductions will be continued until such time as a written notice, requesting that such deductions cease, is received in the Business Office of School District 742.

Fair Share Fee:

In accordance with P.E.L.R.A. any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after this written notice was provided, or in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court.

ARTICLE VI **COMPENSATION AND RELATED BENEFITS**

Section 6.1 Annual Salaries: Effective July 1, 2007, total salary compensation for all new employees and employees so designated will be as indicated below. Total salary compensation includes the amounts set forth in Job Class 2 base salary, 6.4 required license compensation and 6.5 responsibility factor and Comparable Worth Adjustments:

Section 6.2 Comparable Worth Study: Any position which was listed as overpaid on the Comparable Worth Study shall be grandpersoned in at Job Class 2 and in addition will receive License and Responsibility Pay as appropriate for their positions as set forth in Sections 6.4 and 6.5.

Section 6.3 Classification:

July 1, 2007 - June 30, 2009

Step	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8
	A1-2	A1-3	A2-1	B2-2	B2-3	B3-1	B3-2
	Warehouse Asst Custodian Main. Repair Lead Security Mechanics Asst.	Head Warehouse Person	Custodian / Engineer 1 st Class Groundskeeper	Asst Head Cust / Engineer Jr. High *Elem Head Engineer Carpenter	Head Carpenter Mechanics Elem Head Engineer (Oak Hill, Discovery and Talahi)	Head Mechanic Asst. Head Cust/Engineer Sr High Head Eng Jr High	Head Eng Sr High District Engineer
3	11.00	11.58	12.36	12.62	13.46	14.28	16.62
4	11.90	12.49	13.24	13.53	14.37	15.19	17.52
5	12.71	13.28	14.05	14.34	15.18	15.98	18.32
6	14.11	14.68	15.46	15.73	16.57	17.38	19.70

* This includes all Elementary Head Engineers with the exception of 3-Elementary Schools (Oak Hill, Discovery and Talahi) who will be paid out of the Class 6 Schedule.

One step on the current salary schedule is earned for each year of appropriate service to the district, however, increments are paid only after a negotiated agreement has been reached.

An employee's initial step will be awarded upon completion of the probationary period.

Section 6.4 Engineer's Pay: Members of the maintenance staff who are regularly employed in the engineering department, and are required to hold a boiler operator's license, are on the Basic salary schedule, and shall be paid an additional amount for the grade of license required for the individual's regular assignment according to the following schedule:

Licenses Monthly Compensation

Second Class License	\$105.00
First Class License	\$121.00
Chief License	\$137.00

A listing of the grade of license required for all buildings shall be made available to all members of the Maintenance Department.

Boiler licenses are the responsibility of the employee concerned and shall be acquired and maintained at their own expense.

Section 6.5 Responsibility Factors: The following compensation shall be paid in addition to the base salary schedule for additional responsibilities of the named position.

Monthly Responsibility Factor

1993-94

A.	Head Carpenter	402.33
B.	Head Custodial/Maintenance Repair	61.25
C.	Mechanics Assistant	63.54

Section 6.6 Longevity: Longevity pay in addition to the basic wage schedule shall be paid in accordance with the following schedule:

	<u>07-08</u>	<u>08-09</u>
After 10 years of service, add	\$.80	\$.90 per hour
After 15 years of service, add	\$.95	\$1.05 per hour
After 20 years of service, add	\$1.25	\$1.35 per hour
After 25 years of service, add	\$1.50	\$1.60 per hour

Section 6.7 Salary and Benefit Guidelines:

- A. Previous custodial and/or engineering or custodial/ engineering experience will be evaluated for consideration of initial placement on the schedule. Initial placement credit of up to one year may be given for custodial substituting in the district in the three years immediately preceding employment in the district. 1,040 hours will equate to one year.
- B. All changes in salary schedule provisions and other benefits shall be effective July 1, 1993 providing agreement between the Board of Education and Local 49 of International Union of Operating Engineers has been reached by that date or unless an alternate date is specified in this Agreement.
- C. An employee must have been employed six (6) months or longer in order to qualify for an increment on the salary schedule.
- D. In the event a new classification is created, or extra responsibilities are added, the District and the union mutually agree to negotiate a wage rate during the life of this agreement.

Section 6.8 Extra Compensation: When an employee in this unit is assigned by the District to temporary duties because of special skills as determined by the District which he/she possess, or in the absence of a supervisor, shall receive an additional remuneration of \$1.00 per hour or classification pay, whichever is the lesser of the two.

Prior approval by the Supervisor of Buildings and Grounds must be received when it becomes necessary for an employee of the bargaining unit to work in the absence of the building supervisor or lead person. When approval has been granted, he/she shall receive any extra compensation as so noted in the contract after, not less than, thirty-two (32) consecutive hours in the assignment. The compensation for the assignment shall be paid retroactive to the first day of the assignment.

The Head Building Custodian/Engineer must submit a request to the Supervisor of Buildings and Grounds stating the reason(s) for granting the extra compensation.

When a member of this bargaining unit is assigned to drive bus, if their salary is lower than the bus driver's salary schedule, they will be placed on the appropriate step of the bus driver's salary schedule for hours of bus driving service.

Section 6.9 Shift Differentials:

- a) Effective July 1, 1995 employees working other than A shift will be compensated as follows:
1. B shift, 12 month schedule\$52.00/month
 2. C shift, 12 month schedule\$69.34/month
 3. B shift (summer - A shift)\$43.34/month
 4. C shift (summer - A shift)\$57.78/month

The District will have the prerogative of modifying shifts up to 3 hours and 59 minutes without posting the position. Shift changes may not be made except as noted in Section 13.1 without posting.

Section 6.10 Overtime Compensation: All overtime employment in excess of forty (40) hours per week or eight (8) hours per day shall be compensated for at the rate of one and one-half (1 ½) times the employee's regular rate of pay including responsibility pay, payment for possession of a boiler license or other payment related to the employee's position.

An employee who is called back by the District for responsibilities associated with his/her position or an emergency shall receive a minimum of one hour's pay and mileage. Time worked on "call-back" shall include portal-to-portal time. If the callback occurs between the hours of 11:30 p.m. and 5:00 a.m., employees shall receive a minimum of 2 hours at 1 1/2 times the regular rate.

The necessity for checking buildings and boilers shall be determined by the School District.

The guidelines for compensatory time are as follows:

1. Maximum compensatory accrual shall not exceed sixteen (16) hours.
2. Compensation time is overtime, i.e., one hour of overtime equals one and one-half hours of compensatory time.
3. Any compensatory time must be approved by the supervisor of buildings and grounds or his/her designee who will notify the building administrator.
4. No substitute may be used when compensation time is taken.
5. All overtime must be approved by the supervisor of buildings and grounds or his/her designee.
6. The first hour of weekend building checks and all callbacks shall be paid in compensatory time up to an individual's 16-hour maximum accrual. Once an individual has reached their maximum accrual all overtime shall be paid in wages.

ARTICLE VII
GROUP INSURANCE

Section 7.1 Health and Hospitalization Insurance: The District shall offer the standard Health and Hospitalization plan to eligible employees as follows:

Section 7.2 Eligibility - Full-Time Employees: Effective July 1, 2007, the School District shall contribute a sum not to exceed \$819.00 of the full premium for dependent coverage. Effective July 1, 2008, the School District shall contribute a sum not to exceed \$859.95 of the full premium for dependent coverage. Effective October 1, 2008, the school District shall contribute a sum not to exceed \$902.95 of the full premium for dependent coverage. Effective July 1, 2007, the district shall contribute a sum not to exceed \$351.57 of the full premium for specified single coverage for each full time salaried employee who qualifies and is enrolled in the school district health and hospitalization plan. Effective July 1, 2008, the district shall contribute a sum not to exceed \$388.13 of the full premium for specified single coverage for each full time salaried employee who qualifies and is enrolled in the school district health and hospitalization plan. Effective October 1, 2008, the District shall contribute a sum not to exceed \$424.69 of the full premium for specified single coverage for each full-time salaried employee who qualifies and is enrolled in the school District health and hospitalization plan.

Section 7.3 Eligibility - Part-Time Employees: Effective July 1, 1996 the School District shall contribute a sum of not to exceed 75% of the monthly premium contribution provided for full time employees for the months employed for individual or family coverage for each part-time salaried or "fixed hourly" employee who is employed for 30 or more hours per week who qualifies and is enrolled in the school district group Health and Hospitalization plan.

Section 7.4 Extended Coverage: Hospital/medical insurance premiums shall be paid for maintenance staff employees for a period of up to ninety (90) days after the employee has used all accrued sick leave.

Section 7.5 Long Term Disability

Each employee who is eligible for benefits is eligible to participate in the long-term disability insurance program provided by the employer. The employer pays the full monthly premium for such coverage. An employee may not use sick leave for any day of absence, which he/she is eligible for long-term disability insurance benefits. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier. The district will pay the first \$500 (or full premium if less than \$500) of the monthly health insurance premium for LTD recipients during the period of disability, but for no more than 17 months.

Section 7.6 Minnesota State Retirement System Health Care Savings Plan (MSRSHCSP)

Each employee shall contribute one dollar (\$1) per each of the 24 pay periods into their personal (MSRSHCSP) account.

The school District shall contribute to the (MSRSHCSP) in the amount equal to the sum obtained by multiplying the number of days of unused accumulative leave of such eligible employee at the time of his/her retirement, occurrence of his/her disability of death – by such person's daily wage during the last year of his/her employment by the school District, whichever event occurs first.

Eligibility:

1. Retirement – Members who retire as of 07/01/08, or thereafter and:
 - a) who at the time of his/her retirement has reached the age of 55, and who immediately before his/her retirement has completed not less than ten years of continuous employment with the school district
- or-
- b) who at the time his/her retirement has reached the age of 62 and has completed not less than seven years of continuous employment with the school District.
2. Disability – Members who become and remain permanently disabled as the result of injury or disease as of 07/01/08 or thereafter.
3. Death – Members whose death occurs on 07/01/08 or thereafter.

Section 7.7 Life Insurance: Effective October 1, 1990, the district shall contribute the full monthly premium for \$50,000 life insurance for all full-time employees in accordance with the coverage in the current insurance policy. Members of this bargaining group may apply for and purchase additional life insurance coverage up to \$50,000 in increments of \$10,000 with a maximum of \$100,000.00 in combined coverage (basic + addition.)

Section 7.8 Dental Insurance: Effective January 1, 2002, the district shall contribute a sum not to exceed \$66.70 toward the premium for the standard group dental insurance program of the District for each full-time employee for dependent coverage and \$23.85 for single coverage for those who are eligible and enrolled in the program.

Section 7.9 Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 7.10 Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 7.11 Medical Insurance for Retirees: Employees in this unit who are covered by the District hospital/medical plan at the time of retirement may continue in the program at their own expense up to age 65. Premiums must be paid to the Personnel Office by the 20th day of month preceding the month of coverage.

Section 7.12 Hospital Insurance Coverage: Effective October 1, 2008, Any member of this bargaining group qualifying for health and hospitalization insurance coverage by this agreement whose spouse is also a district employee qualifying for health and hospitalization insurance shall qualify for one Blue Cross / Blue Shield Triple Gold family insurance premium paid by the district.

ARTICLE VIII
ABSENCES

Section 8.1 Accumulative Leave:

- A. Full time Members of the maintenance/engineering staff earn accumulative leave at a rate of one day per month with unlimited accumulation and prorata for Fixed Hourly (effective 7/1/94).
- B. Accumulative leave earned shall be recorded to the nearest one-fourth day for full time and prorata for Fixed Hourly members.
- C. Approval for the use of accumulative leave shall be consistent with provisions of the leave policies of the district, which regulates such use.
- D. Accumulative leave pay may be allowed only after the Accumulative Leave Pay Request Form has been signed and submitted by the employee requesting accumulative leave pay. Exceptions to this procedure shall be only as approved by the Assistant Superintendent for Personnel.
- E. It is the responsibility of the employee to notify his/her immediate supervisor of his/her pending absence as far in advance as possible before being scheduled to report to work.

Section 8.2 Sick Leave:

- A. An employee's loss of service, which is due to illness, or injury, and which prevents his/her attendance at school shall be defined as sick leave. Days absent for illness shall be deducted from accumulated leave.
- B. The school district may require an employee to furnish a medical certificate from the school health officer or from a qualified physician selected by the Board as evidence of illness/injury indicating such loss of service was due to illness/injury in the determination as to eligibility of an employee for sick leave is reserved to the School Board.
- C. Employees who have frequent or patterned days of loss of service for health reasons or whose health status may be questionable may be required by the administration to have an examination. In such cases, the cost of the examination would be paid by the school district.
- D. In the event that a medical certificate or examination will be required, the employee will be so advised.
- E. The District shall permit members of this bargaining group to donate up to three (3) accumulative leave days per year to a colleague who has exhausted sick leave, vacation time and compensatory time due to a long term illness or disability.

Each donated day shall have a value of 1 for 1 of a sick leave day. The bargaining unit member donating these days may not donate a number of days which reduces his/her balance under 60 days at the time of donation.

The number of donated sick leave days which a member of this bargaining group may receive is limited to the number of days donated, but may not continue beyond the members of this bargaining group's eligibility for long term disability.

Section 8.3 Bereavement and Serious Illness Leave:

- A. All salaried and employees in this unit are allowed a maximum of ten (10) days of leave per year and a maximum of five days per incident without loss of pay for situations in which their absence from work is required by serious illness or death in the immediate family. The immediate family includes: father, mother, brother, sister, wife, husband, child, stepchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents and grandchildren and corresponding step-persons. Leave used shall be deducted from accumulated leave.
- B. Employees who exceed five (5) days of lost service for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of the immediate family had a serious illness.

Section 8.4 Industrial Accidents and Illness:

WORKER'S COMPENSATION

- A. The School District shall comply fully with the legal provisions of the Worker's Compensation Law.
- B. In addition, an employee covered by this agreement shall have the right to supplement worker's compensation up to an amount not in excess of the employee's net salary. Net salary is defined as gross salary minus social security, Public Employees Retirement, state income withholding tax, and federal income withholding tax. Such supplemental amount shall be deducted from accumulated leave.
- C. For absences of five (5) days or less the employee shall have the right to use accrued accumulated leave for each day absent because of compensable illness or accident, but shall submit any worker's compensation received for such illness or injury to the School District. Accumulated leave deduction shall be prorated based upon the relationship of the worker's compensation check to the gross salary.

Section 8.5 Special Leave: Special leave, not to exceed two days per year, may be granted to members of the maintenance/engineering staff. The leave is to be used for personal business that cannot be consummated outside the school day without due hardship. Special leave is not granted for purposes of recreation, vacation or outside gainful employment except that which is incidental in the pursuit of a school related activity.

All such absences must be approved in advance. Leave used shall be deducted from the staff member's accumulative leave.

Stipulations:

A qualified substitute, if required, shall be available.

Requests shall be made to the supervisor of buildings and grounds or his/her designee at a time in reasonable advance of the anticipated absence. Absences shall be limited to two percent on any given day of the total maintenance/engineering staff.

Examples of legitimate claims for special leave will include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters of the employee or of a member of his/her immediate family that require the employee's attention.
- c) Pallbearer or attendance at funeral services for persons for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.
- e) Compelling reasons resulting for a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond the employee's control.

Section 8.6 Jury Duty: A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. Such leave of absence shall not be deducted from the employee's accumulative leave.

Employees serving duty shall be paid their full salary less the amount received for jury duty, for each day they would normally be on their job at school.

Section 8.7 Civic Responsibility: The number of days of absence allowed for participation in civic activities in which the staff member has achieved leadership shall be two days. No individual staff member shall be granted more than two (2) days for this purpose in any year. The absence is granted by the superintendent in keeping with this provision and shall be deducted from the staff member's accumulated leave.

Section 8.8 Military Duty: All leaves shall be in accordance with State and Federal laws.

Section 8.9 Child Care Leave:

Unpaid childcare leave will be granted to maintenance/ engineering employees subject to the following:

Leave of absence will not constitute a break in the continued employment (seniority) status of the employee.

Upon completion of an approved leave, the employee will be returned to his/her position and unused accumulated leave days will be restored.

All requests for child care leave must be submitted in writing, 30 working days prior to the anticipated commencement, to the District. The request will indicate the proposed commencement and termination dates for this leave.

Employees on leave will maintain their eligibility to participate in the District's group insurance programs. Unless otherwise provided, the employee will pay the premium(s) to the District on or before the 20th day of the month preceding the desired month of coverage.

Leave will begin upon home placement of an adopted child or immediately after disability or at a natural break in the school year prior to the birth, or home placement of the child or at such other date mutually agreed between the custodial employee and the school district.

Section 8.10 Health Leave:

A maintenance/engineering employee may be granted a leave of absence for health reasons. Requests shall be submitted in advance of the leave and shall be accompanied by a recommendation from a physician competent in the field.

All requests for health leave must be submitted in writing to the District. The request shall indicate the proposed commencement and termination dates.

Health leaves shall be without pay except for Worker's Compensation, if appropriate. The School District's responsibility and rights shall be as follows:

1. Short-term health leave (up to 30 calendar days); The employee shall be returned to his/her same position.
2. Long-term health leave (up to 90 calendar days); The employee shall be returned to his/her same position.
3. Extended Long-term leave (90 calendar days or longer); The employee will have the opportunity to a like position, if available, or the opportunity to a like position, if available, or the opportunity to fill a like position if no position is available.

Health leaves, which are granted pursuant to the provisions of this Article, shall not constitute a break in the continued employment (seniority) status of a salaried Maintenance/Engineering employee.

When the District has sufficient reason to believe the provisions of the leave of absence are being violated or misinterpreted, the District shall have the right to investigate and take appropriate action. The cost of the investigation shall be borne by the District.

Section 8.11 Unpaid Leave of Absence: At the discretion of the district a maintenance/engineering employee may be granted a leave of absence without pay. Requests for such leaves shall be submitted in advance of the leave to the District. The leave request shall include the proposed commencement and termination dates of the leave.

- A. Short-term Leave (up to 30 days): The employee shall be returned to their same position.
- B. Long-term Leave (up to 90 days): The employee shall be returned to the same or a like position.

Section 8.12 Substitute Maintenance/Engineers: A substitute hired to replace a person from this unit who is granted a leave of absence shall earn no seniority nor rights to any position in this unit when/if the incumbent does/does not return to a position in this unit.

Section 8.13 Absences

All absences in sections 6.10, 8.5, and 10.1 will receive prior approval from the Supervisor of Buildings and Grounds or his/her designee who will notify the Building Administrator. All absences requiring less than twenty four (24) hours notification may be approved by the immediate Supervisor for leave up to sixteen (16) hours (2 days) with notification to the Supervisor of Building and Grounds. The immediate Supervisor will not approve more than sixteen (16) hours or two (2) consecutive days of leave.

ARTICLE IX **UNIFORMS**

There shall be a fifty-five dollar (\$55.00) allowance per year for Safety Shoes. This entire amount may be carried over from the first year to the second year. Those eligible for this reimbursement are: Carpenters, Engineers, Warehouse, Groundskeepers, Mechanics and others as approved by the Labor Management Committee.

Identification tags shall be supplied by the employer and shall be worn by the bargaining unit member while on duty.

Each member of the bargaining unit will receive two (2) uniform shirts per contract year to serve as uniforms. Approval of the uniforms shall be made by the District with input by the Labor Management Committee as to style, fabric, color and vendor.

*"Unserviceable" is defined as:

- a) Torn, ripped or soiled beyond reasonable repair or cleaning. Small rips or tears shall be repaired promptly.
- b) Worn out by normal wear and washing to the point that they are disintegrating.
- c) The uniform does not fit due to change in body dimensions.

ARTICLE X **VACATIONS, HOLIDAYS AND RETIREMENT**

Section 10.1 Vacation: Full time maintenance/engineering staff members (and effective 7/1/94) Fixed Hourly staff members who work 12 months will earn vacation time on the following basis:

1. With none through six (6) continuous full years of District experience in this unit a staff member will earn one day of vacation for each 36.5 calendar days employed and prorata days for Fixed Hourly . (10 days)
2. After six (6) continuous full years through fifteen (15) full years of District experience in this unit the staff member will earn one day of vacation for each 24.34 calendar days employed and prorata days for Fixed Hourly. (15 days)

3. After fifteen (15) continuous full years of District experience in this unit the staff member will earn one day of vacation for each 17.38 calendar days employed and prorata days for Fixed Hourly. (21 days)

(Vacation is calculated to the nearest one-fourth (1/4) day) Earned vacation is accrued to July 1 of each year. Vacation earned during a fiscal year may be taken after May 31 of that fiscal year, but must be taken before July 1st of the following fiscal year or is lost. However, members of this bargaining unit are allowed to carry a maximum of eighty (80) hours of vacation from one year to the next. No payment will be made in lieu of taking such vacation time. Vacation earned is lost if employee fails to give at least two weeks notice prior to leaving a position. Two weeks notice is defined here as meaning ten (10) working days, not including any vacation, which has been earned.

Employees who are eligible for more than fifteen days of vacation may be required to take vacation in two different periods; however, any employee eligible for twenty days of vacation will be granted a minimum of fifteen consecutive days of vacation.

Section 10.2 Holidays: Eight hours straight time hourly base pay shall be given all 12 month full time employees and prorata of eight hours for hours worked for 12 month Fixed Hourly employees covered by this agreement for the following recognized holidays:

- A. New Year's Day
- B. Presidents Day
- C. Good Friday
- D. *Easter Monday
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Thanksgiving Day
- I. Friday following Thanksgiving
- J. Christmas Eve
- K. Christmas Day
- L. New Year's Eve Day
- M. One floating holiday

*If school is in session, the Labor Management Committee will determine an alternative date.

If President's Day is not a school holiday for students another day will be selected by the District as a substitute.

When holiday's fall on a Saturday or Sunday, the holiday is celebrated on Friday or Monday respectively.

In order to earn holiday pay, the employee must be in payroll status his/her last scheduled workday immediately preceding the holiday and his/her first scheduled work day following the holiday.

Maintenance/engineering personnel whose regular working days are other than "A" shift, Monday through Friday, shall be excused from scheduled work with no loss of pay for an equivalent number of hours as that enjoyed by the Monday through Friday employees for a holiday, but shall not be granted holidays which the regular employees are not granted as specified in the holiday schedule above.

For purposes of this policy, a regularly scheduled working day shall be defined to mean the day the shift is regularly scheduled to begin.

Section 10.3 Retirement Program: All permanent employees are required by state law to enroll in the Public Employees Retirement Association.

All new staff members are on a Coordinated Plan (P.E.R.A. and F.I.C.A.) All employees will have deductions made as required by law.

Employees who are separated from school district employment and do not enter public employment in the State of Minnesota may apply for and receive a refund equal to the full amount of their contribution to P.E.R.A. exclusive of employer contribution.

Section 10.4 Retiree Recognition: Upon returning each member of this bargaining group will receive recognition from the District.

ARTICLE XI

EMPLOYMENT, PROMOTION, PROBATION AND DISMISSAL

Section 11.1 Promotions: All job openings will be posted. It is the right of the School District to select the best-qualified candidate for an open position. If it is determined by the School District that two or more candidates are equally well qualified for a position, seniority in the District shall be the determining factor. No applicant who is not currently an employee in this unit will be considered until after employee-applicants have been considered and found not to be qualified according to District standards.

An employee awarded a position in a different posting shall serve a 30-day probationary period in the new posting. If it is determined by the employer that the employee's performance in the new posting is unsatisfactory, the employer shall have the right to reassign the employee to the former posting. Employees may also request and be granted to return to their former position as soon as a replacement is available.

It is the prerogative of the District to assign staff within job classification (including responsibility factor and job title) so as to best meet the needs of the School District. An employee proposed to be reassigned by the District may appeal such reassignment to the Maintenance / Engineering / Custodial LMC committee. Such reassignment shall not be finalized until having been heard and discussed with the Maintenance / Engineering / Custodial LMC committee.

Section 11.2 Probationary Period: All new employees are on probation for a period of six months from the date of their employment. Probationary employees may be dismissed at any time upon the recommendation of the director of maintenance, the administration, or at the discretion of the Board of Education. New employees shall not be accepted into the International Union of Operating Engineers, Local 49, during the probationary period. Employees who complete a successful probationary period shall be regarded as regular employees and will be discharged only for cause, as outlined below.

Section 11.3 Layoff Procedure:

- A. In the event of a layoff by reason of abolition of the position, shortage of work or funds or other reasons outside the control of the employer, employees shall be terminated in inverse order of their seniority by classification.
- B. Seniority is defined as the length of continuous service with the school district since the last date of employment.
- C. For purposes of this exhibit the following classifications shall be recognized: custodians and custodian/engineers. Only members of this unit who are compensated for a boiler license will be included in the custodian/engineer category.
- D. Persons who have terminated under honorable conditions for lack of work in their particular classifications shall be given the first opportunity for employment should the classification be reactivated within eighteen (18) months from commencement and layoff.
- E. No new employee shall be employed by the District to work in any classification while qualified employees are laid off.

Section 11.4 Seniority Posting: By November 1, of each year, or as soon thereafter as practicable, the District will cause a seniority list to be prepared from its records. It will post such lists in an official place in each school building of the District.

Any employee whose name appears on such seniority lists and who disagrees with the findings of the District will have twenty (20) working days from the date of posting, to supply written documentation or proof to the District supporting his/her areas of disagreement.

Within twenty (20) working days thereafter, the District will evaluate any and all such written communications regarding the order of the seniority contained in said lists and may make appropriate changes. Final seniority lists will be prepared and posted by the District. The Union may challenge the final seniority lists by filing a grievance.

In the absence of a grievance filed within twenty (20) working days from the date of posting of the amended lists, the posted seniority lists will be conclusively deemed to be correct.

Each year the District will cause such seniority lists to be updated to reflect any addition of new employees or deletion of employees caused by retirement, death, resignation or other cessation of services. Such yearly revised lists will govern the seniority until revised.

Section 11.5 Dismissal or Discharge: Maintenance employees may be dismissed only for just cause and any of the following reasons shall be considered just cause for dismissal:

- A. Insubordination and lack of cooperation.
- B. Use of intoxicating liquor, which interferes with employee's performance of his duty and reflects discredit to the school district.
- C. The commission of any criminal offense or any offense involving moral turpitude.

- D. Any other cause, which may be made a ground for dismissal by applicable statutes of the State of Minnesota.
- E. Inefficiency or inability to meet acceptable standards of work and/or other items of similar gravity.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 12.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement.

Section 12.2 Procedure: Grievances, as defined by Section 11.1, shall be resolved in conformance with the following procedure:

- Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within (21) working days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the School District. The School District designated representative will discuss and give an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance not resolved in Step 1 and appealed to step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) working days after the School District's designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the exclusive representative within ten (10) working days shall be considered waived.
- Step 2. If appealed, the written grievance shall be presented by the exclusive representative and discussed with the School Board's designated Step 2 representative. The School District's designated representative shall give the exclusive representative and the School District's Step 2 answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the School District's designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the exclusive representative within ten (10) working days shall be considered waived.
- Step 3. If appealed, the written grievance shall be presented by the exclusive representative and discussed with the School Board's designated Step 3 representative. The School District designated representative shall give the exclusive representative the School District's answer in writing within ten (10) working days following the receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) working days following the School District designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the exclusive representative within ten (10) working days shall be considered waived.
- Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the School Board or it's designated representative. The Board, or its designated representative, shall give its answer in writing within ten (10) working days of hearing the grievance or not more than forty (40) working days of receipt of Step 4 grievance. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) working days.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the P.E.L.R.A., as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 12.3 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the School District and the exclusive representative, and shall have no authority to make a decision on any issue not so submitted.
- B. 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 is later, unless the parties agree to an extension. The decision shall be binding on both the School District and the exclusive representative and 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.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School District and the exclusive representative provided that each party shall be responsible for compensating its own representatives and witnesses.
- D. 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. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 12.4 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived".

If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the School District's last answer. If the School District does not answer a grievance or an appeal thereof within the specified time limits, the exclusive representative may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the School District and the exclusive representative.

Section 12.5 Choice of Remedy: If, as a result of the written School District response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of ARTICLE XII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE XII the grievance is not subject to the arbitration procedures as provided in Step 5 of ARTICLE XII. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 5 of ARTICLE XII or another appeal procedure--and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 or ARTICLE XII.

ARTICLE XIII
HOURS OF SERVICE

Section 13.1 Basic Workweek: The standard workweek for full time employees shall consist of five consecutive days of 8 ½ hours including a one-half hour mandatory lunch period. Employees will be paid for hours worked. Shift assignments shall begin and terminate at such times as are assigned by the administration. A 15-minute coffee break may be taken in the morning and afternoon after two hours of work.

When it is necessary for the School District to temporarily change the shift of an employee in this unit, the District will give at least forty-eight (48) hours of advance notice, except in an emergency. A temporary change shall not exceed six months duration.

For practical purposes, the workweek shifts shall be as follows:

- A-Shift- 7:00am - 3:30 pm
- B-Shift- 3:00pm - 11:30 pm
- C-Shift-11:00pm - 7:30 am

When schools are closed due to inclement weather, no employees are expected to report to work unless previous arrangements have been made with their supervisor.

If members of this bargaining unit are asked to work by their supervisor when schools are closed and other non-contractual groups are compensated for not working, then members of this group reporting for work will receive an additional vacation day.

Section 13.2 Mileage Reimbursement: The employees in this unit who are required to use their own automobile in the performance of their duties will be reimbursed for all such authorized travel. Reimbursement shall be at the standard district rate.

ARTICLE XIV
DURATION

Section 14.1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 14.2 Effect: This Agreement Constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 14.3 Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 14.4 Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

MEMORANDUM OF UNDERSTANDING

Between

International Union of Operating Engineers

Local No. 49

And

St. Cloud School District No. 742

THE FOLLOWING AGREEMENT ADDRESSES THE EXPLORATION OF THE MANY HEALTH CARE PROGRAMS AVAILABLE TO OUR MEMBERS.

The St. Cloud School District No. 742 and I.U.O.E., Local No. 49, agree to explore member's participation in any of the available health care options. The following shall apply:

- A committee will be formed consisting of members from both the Union and the District.
- A regular pattern of meetings will be established that is agreeable to both parties of this MOU.
- The goal of this committee will be to gather information from all potential vendors and to review the options for improved healthcare and improved costs without bias or preconceived opinions. The final action of the committee would be to make an informed recommendation for the next contract negotiations.
- Healthcare professionals or consultants may be called upon to help the committee understand the potential impacts to members and District No.742
- By mutual agreement, this committee may choose to work closely with the established insurance committee of District #742.

THIS LETTER OF UNDERSTANDING EXPIRES June 30th, 2009.

For St. Cloud School District #742:

For I.U.O.E. Local #49:

Steve Jordahl, Superintendent

Todd Doncavage, ABR

Date

Date

MEMORANDUM OF UNDERSTANDING

Between

International Union of Operating Engineers

Local No. 49

And

St. Cloud School District No. 742

THE FOLLOWING AGREEMENT ADDRESSES THE EXPLORATION OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49 HEALTH AND WELFARE FUND.

The St. Cloud School District No. 742 and I.U.O.E., Local No. 49, agree to explore member's participation in the Local 49 Health and Welfare Fund. The following shall apply:

- A committee will be formed consisting of members from both the Union and the District.
- A regular pattern of meetings will be established that is agreeable to both parties of this MOU.
- The goal of this committee will be to explore the Local 49 Health and Welfare Fund and make an informed recommendation for the next contract negotiations.
- Healthcare professionals or consultants may be called upon to help the committee understand the potential impacts to members and District No.742
- By mutual agreement, this committee may choose to work closely with the established insurance committee of District #742.

THIS LETTER OF UNDERSTANDING EXPIRES June 30th, 2009.

For St. Cloud School District #742:

For I.U.O.E. Local #49:

Steve Jordahl, Superintendent

Todd Doncavage, ABR

Date

Date

MEMORANDUM OF UNDERSTANDING

2008-2009 One-Time Payment of Unrestricted State Revenue

This agreement between the International Union of Operating Engineers, Local #49 and District 742 outlines the parameters for the one-time payment of unrestricted state revenue for the 2008-2009 school year.

The 2008 Legislative session awards the District “new money” in the form of unrestricted state revenue for the 2008-2009 school year, the parties have agreed to the following:

Eligibility

All members of the International Union of Operating Engineers, Local #49 unit who are employed with District 742 on June 17, 2008.

Payment

The total amount of \$12,500 (5% of \$250,000), one-time payment of unrestricted state revenue to be disbursed to each eligible member based upon a member’s prorated employment as follows:

1. The first \$25 of each members total calculated amount to be put into a personal Minnesota State Retirement System Health Care Savings Plan (MSRSHCSP) account.
2. The remaining amount of members total calculated amount to be paid to the member.

Effective Date

Eligible members will receive as specified above the unrestricted state revenue on October 15th, 2008.

(THIS MOU SHALL NOT APPLY TO MONIES MADE AVAILABLE FOR TRANSFER FROM THE CAPITAL FUND)

For St. Cloud School District #742:

For I.U.O.E. Local #49:

Steve Jordahl, Superintendent

Todd Doncavage, ABR

Date

Date

MEMORANDUM OF UNDERSTANDING

One-Time Payment of Insurance difference for August & September 2008

This agreement between the International Union of Operating Engineers, Local #49 and District 742 outlines the parameters for a one-time payment of Insurance difference for August & September 2008.

The parties have agreed to the following:

Eligibility

All members of the International Union of Operating Engineers, Local #49 unit who are participating in medical health care coverage and who are employed with District 742 on June 17th, 2008.

Payment

The amount for each eligible member is calculated as the difference between the district health insurance contribution for July 2008 (family equals \$859.95, single equals \$388.13) and the district health insurance contribution for October 2008 (family equals \$902.95, single equals \$424.69) or as follows:

1. For members taking family coverage (2 times \$43 equals \$86), or
2. For members taking single coverage (2 times \$36.56 equals \$73.12).

Effective Date

Eligible members will receive as specified above the payment on October 15th, 2008.

For St. Cloud School District #742:

For I.U.O.E. Local #49:

Steve Jordahl, Superintendent

Todd Doncavage, ABR

Date

Date

