MEMORANDUM OF AGREEMENT

2015-2016 TERMS AND CONDITIONS OF EMPLOYMENT FOR CEMENT MASONS

This Memorandum of Agreement is by and between Independent School District No. 625 ("District"), Employer, and the Minnesota Cement Masons, Plasterers, and Shophands Local No. 633, exclusive representative for cement masons. The purpose of this agreement is to establish terms and conditions of employment for the period May 1, 2015, through April 30, 2016.

PERTINENT FACTS:

The employment agreement with School District cement masons requires a wage reopener for the third year, May 1, 2015 through April 30, 2016. The terms and conditions in the 2013-2016 contract, except for Appendices B and C, will remain in force through April 30, 2016. Revised Appendices B and C are attached to this Memorandum of Agreement constitute the annual wage/benefit changes for this group for the period May 1, 2015, through April 30, 2016. The actual effective date for the wage increase will be May 2, 2015, the first pay period closest to May 1, 2015 (see the attached Appendices B and C for actual rates). All other terms and conditions of employment remain unchanged and in force through April 30, 2016.

| Chair, Board of Education Assistant Director, Employee/Labor Relations | MINNESOTA CEMENT MASONS, PLASTERERS, AND SHOPHANDS LOCAL NO. 633 Business Representative 5-19-15 Date |
|---|--|
| 5-19-2015 Date | |

Attachments: 2015-2016 Appendix B and Appendix C

APPENDIX B

B-1. The total hourly cost to the Employer for wages plus any and all contributions or deductions stated in Appendix C of this agreement shall not exceed the following amounts:

| | Effective | Effective | Effective |
|-----------------|---------------|---------------|---------------|
| | <u>5-4-13</u> | <u>5-3-14</u> | <u>5-2-15</u> |
| Cement Finisher | \$49.85 | \$51.00 | \$52.30 |

B-2. The total taxable hourly rate including wages and the vacation contribution in Appendix C and excluding all other benefit costs and obligations in Appendix C, for regular and probationary employees appointed to the following classes of positions shall be as follows:

| | Effective <u>5-4-13</u> | Effective <u>5-3-14</u> | Effective <u>5-2-15</u> |
|--------------------|----------------------------|----------------------------|-------------------------|
| Cement Finisher | \$33,23 | \$34.13 | \$35.11 |
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B-2A. The basic hourly wage rates in this Appendix (C-2A) are for compensation analysis purposes only. These figures represent the portion of the Appendix B-1 rates above specifically allocated to wages. These rates do NOT include taxable benefits contributions and therefore should NOT be used for taxable payroll calculations. See Appendix B-2 above for total taxable payroll information.

| | Effective 5-4-13 | Effective <u>5-3-14</u> | Effective <u>5-2-15</u> |
|----------|------------------|----------------------------|----------------------------|
| Cement | | | |
| Finisher | \$29.53 | \$30.43 | \$31.23 |

APPENDIX B (continued)

B-3. The total taxable hourly rate including wages and the vacation contribution in Appendix C for temporary employees appointed to the following classes of positions shall be:

| 10 0-0-14 | <u>5-2-15</u> |
|------------|---------------------------------------|
| 23 \$34.13 | \$35.11 |
| | <u>13</u> <u>5-3-14</u> 23 \$34.13 |

B-4. The basic hourly wage rates for the Apprentice class of positions:

This section is held open for the addition of appropriate Apprentice rates in the event the Employer initiates the employment of Apprentices.

If the Union elects to have the contributions listed in Appendix C increased or decreased, the Employer may adjust the rates in Appendix B, Sections b-2 through B-4 in such a way that the total cost of the package (wage rate plus contributions) remains constant and does not exceed the amounts shown in Appendix B, Section B-1.

APPENDIX C

The Employer shall forward the hourly amounts for all hours worked as designated in this Appendix C for employees covered by this agreement to depositories as directed by the Union and agreed to by the Employer:

| | Effective 5-4-13 | Effective 5-3-14 | Effective 5-2-15 |
|-----------------------|---------------------|---------------------|---------------------|
| | 5-4-15 | <u>5-5-14</u> | <u>5-2-15</u> |
| Vacation and Savings | | | |
| Fund | \$3.70 | \$3.70 | \$3.88 |
| Health and Welfare | | | |
| Fund | \$6.53 | \$7.03 | \$7.23 |
| Pension Fund | \$9.12 | \$8.87 | \$8.87 |
| Apprenticeship Fund | \$.45 | \$.45 | \$.57 |
| Health | | | |
| Reimbursement Fund | \$.50 | \$.50 | \$.50 |
| Fair Contracting Fund | \$.02 | \$.02 | \$.02 |

All contributions made in accordance with this Appendix C shall be deducted from and are not in addition to the amounts shown in Appendix B-1. The Appendix C amounts shall be forwarded to depositories as directed by the Union and agreed to by the Employer.

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

Employees covered by this agreement shall not be eligible for, governed by or accumulate vacation, sick leave, holiday, funeral leave, or insurance fringe benefits that are or may be established by Personnel Rules, Council Ordinance or Council Resolutions.

The Employer's fringe benefit obligation to employees covered by this agreement 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.