

AGREEMENT

By and Between

**SUN RIVER VALLEY SCHOOL DISTRICT
55 AND F**

And

LIUNA LOCAL #1686

JULY 1, 2017 - JUNE 30, 2019

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AGREEMENT

This Agreement made and entered in to this 1st day of July 2017. By and between Sun River Valley School District 55 and F, hereinafter referred to as the "Employer", and the Laborers' International Union of North American, Laborers Local 1686, hereinafter referred to as the "Union", have mutually agreed as follows:

A R T I C L E I RECOGNITION

The Employer recognized the Union as the sole and exclusive bargaining agent for the purposes set forth under State Law. Such recognition shall be as certified by the State of Montana, Department of Labor and Industry Board of Personnel Appeals.

The appropriate unit will be defined as certain public employees (as defined in Section 39-31-1 03(9), MCA, 1997) employed by Cascade County School District No 55 and F, Sun River Valley Public Schools, Simms Montana as secretaries; custodians; assistant custodian; educational aids, assistant cooks; cook's helpers; lunch room clerks; regular route bus drivers; para-professionals excluding all substitute employees; part -time employees (employees working less than ten hours per week in the bargaining unit); temporary employees, substitute and temporary employees are not required to join the Union but may choose to do so (employees working less than 30 consecutive days in the bargaining unit); those hired to work for less than ninety days during the summer months (June, July and August); employees holding positions required by the individuals with Disabilities Education Act and Section 504 of the 1973 Rehabilitation Act or any Montana law/regulation requiring compliance with the aforesaid federal acts; head cooks; head custodians; transportation supervisors and assistant transportation supervisors; grounds keepers; Title I computer and other coordinators; tutors; interpreters; non-educational aides; the school district clerk and assistant clerk, superintendent and superintendent's secretary; principals; confidential employees, supervisor employees; management employees; members of other bargaining units; those exempted by the Collective Bargaining for Public Employees Act, Section 39-31-103, MCA (1995); and all other employees.

A R T I C L E 2 DEFINITIONS

For the purposes of this Agreement the Employer and the Union agree to the definitions as contained in State Statutes 2-18-101, 2-18-601, 2-18-701, 39-31-103.

All occurrences of the word "day" or "days" in this agreement, unless specifically defined otherwise shall mean work day

A R T I C L E 3 NONDISCRIMINATION

It is the policy of the Employer and the Union to ensure that the legal rights of all employees are upheld with respect to their employment regarding race, color, religion, creed, national origin, age, marital status, ancestry, political beliefs, physical or mental disability or sex.

A R T I C L E 4 MANAGEMENT RIGHTS

The employer retains all legal rights to manage, direct and control its business employees, except as limited by specific provisions of this agreement or law and includes but is not limited to the following:

1. Direct employees.
2. Employ, dismiss, promote, transfer, assign, and retain employees.
3. Relieve employees from duties because of lack of work or funds or other conditions where continuation of such work would be inefficient and/or nonproductive.
4. Maintain the efficiency of government operations.
5. Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted.
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.
7. Establish the methods and processes by which work is performed.

A R T I C L E 5 UNION SECURITY AND DUES CHECKOFF

Current Employees, on the date this Agreement is executed, and who are performing work within the jurisdiction of the Union shall, as a condition of continuing employment, join and

maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as condition of continuing employment become members of such UNION within thirty (30) days of completion of their probationary period and the UNION agrees that such employees shall have thirty-one (31) days within which to pay UNION'S initiation fees and dues. If the employees fail to pay initiation fees or dues within thirty-one (31) days or fail to effectuate the provisions of Section 39-31-204 of Montana Statutes, the UNION may request in writing that the employee(s) be discharged. The Board of Trustees agrees to discharge said employee upon written request from the UNION. Employees qualifying under MCA 39-31-204 shall pay an agency fee, equivalent to the regular initiation fee and UNION dues as provided for in the Local Union, for the purpose of administering the Agreement.

The Employer agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of the employee. The deductions shall be made each pay period and the total of such deduction made payable to the UNION. The employer agrees to withhold summer union dues for 9 and 10 month employees from the employee's last paycheck in June.

It is understood the UNION shall have the right to use Business Agents or Stewards to address grievances as they arise. The Board of Trustees agrees that Local Business Agents for the UNION shall be given access by the Employer during hours of operation, for the purpose of ascertaining whether the terms of this Agreement are being observed if the agent does not disrupt the normal Sun River Valley School District operations.

UNION Stewards will not be discriminated against because of lawful UNION activity.

The UNION will notify the Employer in writing what representative (Business Agent or Stewards) it will use in matters relating to grievances, interpretation of the Agreement or in any other matters which affect or may affect the relationship between the Employer and UNION.

If the District decides to contract out bargaining unit work the District shall notify the union 45 days prior to any determination and agrees to meet with the union to discuss the effects such contracting out may have on the bargaining unit

A R T I C L E 6

HOURS OF WORK AND OVERTIME WAGES

Work schedules for employees shall be designated by the employer and, except in case of emergency (as determined by the district), shall not be changed unless the employee is given at least 3 working days notice or the change is mutually agreed to by both the

employee and his/her supervisor. Each Employee shall be given a copy of the applicable job description.

Any employee's time sheet that is deemed to be in need of changes by the bookkeeper will be notified by their Supervisor, Building Principal or other Administration to report to the bookkeeper in a timely manner to initial and approve such changes.

Union pension deductions shall be shown on the employees pay stub.

All hours in excess of 40 in any work week shall be authorized and compensated as per school board policy (Compensatory Time Policy).

A cook filling in for the head cook shall be paid fifty cents (\$.50) above his/her regular hourly wage for all hours spent filling in.

Any employee acting on behalf of the union will clock out or use vacation time during those hours he/she is performing union business.

Employees called back to work on other than their regular shift shall be paid a minimum of two (2) hours pay.

PAY MATRIX

See Addendum (A) Pay Matrix

Current Employee's who substitute for another employee will be tied to the beginning step for the positions they are substituting in. (Example: A cook who makes \$10.00 per hour is going to sub for a custodian. The cook will be paid the custodian starting wage.) New employees may be placed at a higher step within the Pay Matrix (Maximum step 3) based on verifiable previous experience in the classification they are hired in. Employees placed in a higher step shall remain at said step until they reach the number of year's service that corresponds to the step they are placed at.

Substitute employees hired into permanent positions may qualify for advanced placement based upon the above.

A R T I C L E 7 PROBATIONARY PERIOD

Newly hired employees will serve a ninety (90) day probationary period.

ARTICLE 8 SENIORITY

For purposes of this agreement, seniority shall mean the number of continuous years with the district since the employee's most recent date of hire.

Seniority shall be broken by: a) quitting b) retirement c) termination by board action d) failure to report after layoff within seven days following written notification to the employee to return to work sent to the last address known to the district e) absence from district employment for layoff for 12 or more months.

When the district determines it is necessary to reduce the number of employees within a job classification, the layoff shall be by seniority. The employee with the least seniority shall be the first person laid off. Recall from layoff within each job classification shall be in the reverse order of layoff.

In the event two or more employees are being considered for vacancy, transfer, promotion, layoff or reduction in hours, the District will consider its needs. However, if qualifications and skills for the position are equal, seniority will be the determining factor. In the event two or more employees share the same seniority date the date of application will be the determining factor.

ARTICLE 9 LEAVE

- A. The District shall provide sick leave in accordance with the provisions of MCA 2-18-61

All employees must inform their supervisors if they are going to be absent. All Supervisors will be responsible for finding substitutes.

If an employee becomes sick while on vacation they may convert their vacation to sick leave by providing detailed medical documentation from a licensed medical provider to the superintendent.

- B. Sick Leave Bank

Classified employees will be allowed to donate sick leave to other classified employees under the following conditions and restrictions:

Classified employees who have exhausted their sick and vacation leave as a result of a serious illness or accident documented by a licensed medical provider may request sick leave donations from other classified employees on a form provided for the request.

1. Each employee may donate a maximum of 40 hours per year to the sick leave

accounts of other classified employees, provided that they maintain a minimum of one week sick leave in their sick leave account.

2. An employee receiving donated sick leave may receive a maximum of 120 hours per year.
3. A maximum of 600 hours may be donated cumulatively by the entire group of classified employees per year.

C. Bereavement Leave:- Three (3) days of bereavement leave with full pay shall be granted to each employee for a death in his/her immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, children, grandchildren and grandparents, this relationship may be by either affinity or consanguinity. This leave may be used again at full pay for another death in the immediate family within the year.

Each employee may use up to 2 days of bereavement leave (taken from the employee's accumulated sick leave) per year for close friends or other relatives not covered above.

D. Jury Duty/ Witness Duty Leave: Employees called for Jury Duty or to appear as a witness may be absent from work when formally served with an official summons or a subpoena. A copy of the summons or subpoena must be submitted to the employee's supervisor at the time the request for absence is submitted. A deduction shall be made from the employee's salary equal to the amount paid for the duty. It shall be the responsibility of the employee to report the amount to the district clerk.

ARTICLE 10
FAMILY AND MEDICAL LEAVE
(As per Federal Statute)

ARTICLE 11
VACATION LEAVE

(As per State Statute)

Any classified employee working less than year round (12 months) starts accumulating

vacation days at the beginning of the school year. At the end of the school year and when the employee is done working until the following school year, the District subtracts from the total vacation hours an amount equaling 5 working days and pays the employee for the rest. The employee then starts the following school year with those 5 days and begins accumulating vacation leave again.

MCA 2-18-617 does not prohibit a school district from providing cash compensation for unused vacation leave in lieu of the accumulation of the leave, either through a collective bargaining agreement or, in the absence of a collective bargaining agreement, through a policy.

Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. Any excess vacation leave remaining after March 31 will be paid off at the employee's current rate of pay.

This applies to employees, such as janitors, who work year round and are covered by this negotiated agreement.

The Employee will be paid on a separate check.

All employees must inform their supervisors at least 48 hours in advance if they are going to take vacation time.

All Supervisors will be responsible for finding substitutes.

Leave Without Pay:

Leave without pay can be used only in the following instances and must be approved by the Superintendent or his/her designee:

1. Employees are not entitled to take any vacation leave with pay until they have been continuously employed for a period of 6 calendar months. MCA 2-18-611(1),
2. Employees are not entitled to be paid sick leave until they have been continuously employed for 90 days. MCA 2-18-618(1).
3. Employees who have exhausted their sick leave or vacation leave depending on which leave is to be used. Abuse of sick leave is cause for dismissal. MCA 2-18-618 (8).

ARTICLE 12 HOLIDAYS

The employer recognized the following paid Holidays:

New Year's Day	Christmas Day
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
Day after Thanksgiving	Presidents Day: when recognized on the school calendar

When a Holiday falls on an employee's regular scheduled day of work, the employee shall receive a paid day off. Should the Holiday fall on a Saturday, Friday shall be a Holiday. When the Holiday falls on a Sunday, Monday shall be a Holiday.

An employee's holiday pay shall be based on the employees contracted number of hours worked

A R T I C L E 1 3 DISCIPLINARY ACTION

If at any time an employee is called in by the Employer to a meeting which could result in disciplinary action, he/she must be notified in advance and shall have the right to representation at that meeting. Representation shall mean, Business Agent, Job Steward or Fellow Employee, as requested by the employee. The employee shall select representation who can attend the meeting as scheduled by the district.

The Employer agrees to use Progressive Discipline Procedures as follows, but may skip any Steps depending on the severity of the situation:

1. Verbal reprimand. (Documented in writing)
2. Formal written reprimand
3. Suspension without pay.
4. Termination.

A R T I C L E 1 4 GRIEVANCE PROCEDURE

Definition:

A. A "grievance" is any dispute or complaint concerning the interpretation, application or compliance with any provision(s) of this agreement, or whether the discipline or discharge of an employee who has successfully completed all probationary periods was for proper cause. A grievance shall be processed as set forth in this article and shall be filed in writing on the grievance form attached to this agreement as Addendum C.

B. A "grievant" shall be defined as an employee or group of employees who

have successfully completed their probationary period and are covered by the terms of this agreement or a representative of the union.

C. Reference to "days" regarding time periods in the grievance procedure shall refer to working days.

Written form: A formal grievance must be submitted in writing.

Time limit extension: The time limits specified in this agreement may be extended by mutual agreement in writing between the district and grievant or union.

Procedure: A grievance shall be handled in the following manner:

Level 1: The grievant and the Union representative shall discuss the grievance with the appropriate supervisor, within ten (10) days of the occurrence or first knowledge of the event giving rise to the grievance, in an effort to informally resolve the matter.

Level 2: In the event the grievant and the Union and the immediate supervisor are unable to resolve the grievance, the grievant shall reduce the grievance to writing and present it to the appropriate supervisor within ten (10) days of the level one meeting. The supervisor shall respond in writing within (10) days of receiving the written grievance. A copy of the response shall be provided to the Union.

Level 3: If the grievant and the Union are not satisfied with the response at level two, they shall submit the written grievance to the district superintendent within ten (10) days of the receipt of the level two response. The superintendent shall respond in writing within (10) days of the receipt of the grievance.

Level 4: If the grievant and the Union are not satisfied with the response at level three, they shall submit the grievance to the Board within (10) days of receipt of the level three response. The grievance shall be placed on the next regularly scheduled board meeting agenda for which it qualifies (see Board Policy #1420 School Board Meeting Procedure). The Board shall respond in writing within (10) days after concluding the hearing of the grievance.

Arbitration:

A. Mutual agreement: within ten working days of receipt of the Union's written notice of its intent to arbitrate a grievance, the parties shall select an impartial arbitrator, who shall be agreeable to the employer and the union. In the event the parties to the dispute are unable to agree upon the selection of an arbitrator, the parties shall request a list of seven potential arbitrators from the Board of Personnel Appeals.

B. List: within five working days of the date of receipt of the list of arbitrators, each party shall alternate in striking names until one remains. The remaining name shall be the arbitrator. A toss of a coin shall be used to decide which party strikes a name first.

C. Notification to board: the party requesting arbitration shall notify the arbitrator and the board of personnel appeals of the selection within 3 working days from the date of selection. The function of the arbitrator shall be to adjudicate controversies involving

alleged violations of a specific article or section of this agreement.

D. Decision: the arbitrator shall conduct a hearing and render his/her decision within 30 days of the date of the hearing. Such decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this agreement.

E. Cost: Each party shall share equally the cost of the arbitrator. Each party shall be responsible for the cost of its own representatives and witnesses.

F. Transcript: in the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs. .

A grievance challenging a suspension or discharge from employment of a grievant shall be initiated with the superintendent at level 3. An employee who has not successfully completed his or her probationary period may be discharged by the employer without the individual or union having recourse to this grievance procedure.

Any grievance not presented within the time limits specified in this article, and any grievance not appealed from one step to another within the time limits specified, shall be considered settled on the basis of the employer's last answer. In the event the employer fails to answer a grievance within the time limits specified, it shall be presumed the grievance was denied at that level.

The grievance procedure shall be deemed the single arena for the appeals of matters which may be processed under it. Should the subject of an active grievance be heard in another arena, the grievance shall be deemed moot.

ARTICLE 15 HEALTH AND WELFARE

The UNION and the Sun River Valley School District agree that for the duration of this

collective bargaining agreement all classified employees working at least 20 hours per week may participate in the Laborers A.G.C. Health & Welfare Trust of Montana Plan II. Non-bargaining Unit Employees, including Administrators, Retirees and Board Members shall be eligible to participate under a Non-bargaining Participation Agreement. All new Board Members elected shall have until June 1, each year, to decide whether or not to participate and that decision shall be for the duration of any subsequent Collective Bargaining Agreement.

The District has agreed to provide a total of Fifty Four Thousand Dollars (\$54,000) for Classified Bargaining Unit Employees for each year of the agreement. The monthly amount the District provides towards the premium for each participant shall be determined by the number of Bargaining Unit Employees that elect to participate.

Each participant shall provide the balance in premium cost through a wage deduction with the District remitting the total monthly premium in accordance with all Trust Documents on or before the 20th of the month following the month for which contributions are being made, in accordance with the rules and regulations as adopted by the Trustees of the Laborers A.G.C. Health & Welfare Trust.

Each Bargaining Unit Employee shall have a time specified by the Union to decide whether or not to participate in the Laborer's Health Insurance Plan II. The decision shall be effective until July 1, of the following year. Each employee who chooses not to participate shall sign a waiver.

All eligible, newly hired employees shall have thirty (30) days from their date of hire to decide whether or not to participate in the Health & Welfare Plan. It is understood the Trust will deduct hours per month from the participant's Hour Bank to repay the advanced 260 hours

UNION PENSION A R T I C L E 16

The employees covered by this Collective Bargaining Agreement voted on January 14, 1999 to participate in the Laborer's International Union of North America, National (Industrial) Pension Plan. It was agreed in lieu of wages and effective February 1, 1999; the District would contribute twenty-two cents (\$.22) and remit the total on behalf of each Bargaining Unit Employee. Effective November 22, 2004, and in lieu of wages, the District agrees to contribute a total of fifty cents (\$.50). This amount shall be reduced from each employee's gross wages before taxes.

At any time employees may vote an additional hourly amount to be reduced from the gross wage and the District agrees to add that amount and remit the total on behalf of all Bargaining Unit Employees.

Contributions shall be made in accordance with all Trust Documents on or before the 20th of the month following the month for which contributions are being made, in accordance with the rules and regulations as adopted by the Trustees of the National (Industrial) Pension Trust.

Effective July 1 2012 The Parties agree to adopt the preferred rehabilitation plan alternative to the Union pension plan for the term of the agreement. (See Attached Addendum B.)
Effective July 1 2017 the employer will assume the \$.09 per hour in the contribution rate.
Effective July 1 2018 the employer will assume the \$.10 per hour increase to the pension fund.

A R T I C L E 17
STRIKES AND LOCKOUTS

The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.

. It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this Agreement.

It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination of this Agreement.

It shall not be a violation of this Agreement to refuse to cross a legal picket line.

A R T I C L E 18
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, Federal or State regulations, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties hereby agree to meet within thirty (30) days thereafter to negotiate the affected provision.

The Union will provide a proof copy of the negotiated agreement to the superintendent within 30 days of completion of negotiations.

A R T I C L E 19
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2017 and shall continue in full force and effect until June 30, 2019. Thereafter, the Agreement shall be considered automatically renewed for successive periods of twelve (12) months unless the Union or Board of Trustees gives notice to the other, not later than February 1, 2019 or February 1 of any successive year that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

ARTICLE 20

COPIES OF CONTRACT

Within thirty days (30) of signing the contract the District shall provide a copy of the agreement to all covered employees.

In Witness whereof: this agreement is executed by the duly authorized representatives

For Sun River Valley School District 55 and F

Signature: _____ Date: _____

Signature: _____ Date: _____

For Laborers Local 1686

Signature: _____ Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Transportation Addendum

Activity Runs defined:

“Drivers will bid on activity runs according to the following procedure:

1. In the spring, or as soon as the activity runs for the upcoming school year are determined, the drivers shall all meet at a mutually agreeable time in the presence of the Superintendent, the Union Business Agent and the Transportation Supervisor for the purpose of bidding on these runs.
2. A driver who is unable to attend may participate by electronic means, or may designate a proxy to bid in his/her place.
3. The following runs shall be up for bid:
 - A. Football
 - B. Volleyball
 - C. Speech and Drama
 - D. High School Girls and Boys Basketball
 - E. Wrestling
 - F. Girls and Boys Track (one team)
 - G. Fast pitch Softball
 - H. Boys & Girls Basketball- Middle School
 - I. Football-Middle School
 - J. Wrestling-Middle School (Every other year)
 - K. Volleyball-Middle School
 - L. Girls/Boys Track –Middle School (one team)

M. In District Activities - include (include details of this run as found in CBA

4. Drivers are listed by seniority with the most senior driver beginning the process. In the event that no driver wants a particular run, that run may be offered to substitute drivers in order of their date of hire. The process continues until all runs are assigned.

Bus Drivers will be paid \$7.65 or the State minimum wage whichever is greater per hour for down time. Bus drivers will be paid their regular hourly route pay for all driving hours. There will be a two hour minimum for a drivers AM route and PM route for regular routes only.

A driver, who has accepted an activity run, may not sub out any part of that activity to another driver in order to take a field trip.

Each activity includes tournaments, if so scheduled. The district reserves the right to arrange alternate transportation (For 6 students or less), if circumstances warrant; but must give the driver the required notification of three (3) working days, or the driver will be paid for the trip.

A driver scheduled for a Bid Activity Run and who then becomes unable to take the run is required to notify the Transportation Supervisor, who will then find a replacement driver.

In the event administration decides to combine any bid activity runs for the purpose of budget, they shall be divided between the drivers affected by seniority. (Example – 5 runs are combined and 2 drivers are affected. The first run will be awarded to the senior driver, the 2nd run will be awarded to the 2nd driver, and the 3rd run will be awarded to the senior driver and so on.)

Field Trips: Field trips shall be assigned by the transportation supervisor with oversight by the superintendent according to a seniority rotation. A field trips board shall be maintained by the transportation supervisor containing the names of regular bus drivers, arranged by seniority rotation. All extra driving shall be assigned according to the seniority rotation board.

If a field trip will put a driver into overtime, it will be assigned to another driver unless authorized by the transportation supervisor.

If for any reason a driver is not confirmed for a field trip 3 days (excluding weekends and holidays prior to the field trip, the District may call any qualified driver.

Bus Drivers will be paid from the new matrix for 20 hours per week. Drivers will be responsible to report for work for 4 hours/week on the 5th day. Duties for those hours

will be assigned by the Superintendent.

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

BEETWEEN LIUNA LOCAL 1686 & SUN RIVER VALLEY SCHOOL DISTRICT 55 AND F

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.50 cents per compensable hour shall be increased by 10% to the rate of \$.55 cents per compensable hour effective July 1, 2012. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates' required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of July 1, 2012, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR LIUNA LOCAL 1686:

Signature: _____

Name: _____

Position: _____ Date: _____

FOR SUN RIVER VALLEY SCHOOL DISTRICT 55 AND F:

Signature: _____

Name: _____

Position: _____ Date: _____

ADDENDUM C GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM SUN RIVER SCHOOL DISTRICT 55F	
Grievant: _____	Date of Grievance: _____
STATEMENT OF GRIEVANCE: A. _____ _____ Contract Provision Violated: _____ B. _____ _____ Contract Provision Violated: _____ C. _____ _____ Contract Provision Violated: _____ _____ use additional sheets if necessary	
ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above} A. _____ B. _____ C. _____ Grievant's Signature: _____ Date given to Supervisor: _____	
SUPERVISORS RESPONSE: A. _____ B. _____ C. _____ Supervisors Signature: _____ Date given to Grievant: _____	
GRIEVANT'S RESPONSE: A. _____ B. _____ C. _____ Grievant's Signature: _____ Date given to Superintendent: _____	

SUPERINTENDENTS RESPONSE:

A. _____

B. _____

C. _____

Superintendents Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____
Grievant's Signature: _____ Date given to School Board Chair: _____

SCHOOL BOARDS RESPONSE:

A. _____

B. _____

C. _____

Board Chair Signature: _____ Date given to Grievant: _____

This grievance is being submitted to arbitration.

Union Representative Signature: _____ Date given to Board Chair: _____

