

**TENTATIVE AGREEMENT
BETWEEN
THE BAY CITY EDUCATIONAL SUPPORT PERSONNEL
AND
THE BAY CITY PUBLIC SCHOOLS**

The parties have reached a tentative agreement as outlined below:

ARTICLE V "COMPENSATION" AND APPENDIX "A"

The Salary schedule will reflect a 0% salary schedule increase with a freeze on steps/longevity as reflected at the end of the 2010-11 school year.

For the 2011-12 school year only, two (2) additional paid "float" days will be provided with dates to be agreed upon between the member and immediate supervisor. All intentions will be made to utilize float days on non-student days. Should these two (2) days not be used, they may be added into the personal sick leave balance of the member (at their request). The use of these days do not count against Section 21.025.

ARTICLE XV "VACANCIES"

Section 15.02 shall now read:

Whenever any Unit vacancy occurs in an interview position it shall be posted within fifteen (15) working days. Each bargaining unit member shall be notified in writing of the vacancy. Written notification shall be done by interschool mail during the school year and by U.S mail during any period when school is not in session or when the bargaining unit member is on leave or laid off. The vacancy will also be posted at the District's administration building and electronically on any District-based communication website established. It is the bargaining unit member's responsibility to notify the District of any change of address or summer address information. This will be considered as the complete process and satisfies the District's obligation to notify bargaining unit members.

ARTICLE XVIII "DISCIPLINE"

Section 18.04 shall now read:

Records beyond a period of two (2) years from the date on which the infraction occurred shall be removed from the employee's personnel files.

ARTICLE XX "LEAVE OF ABSENCE"

Section 20.04 shall now read:

"Bargaining Unit members shall be granted no more than five (5) continuous dock days (~~any part thereof shall count as a one-time usage~~) once every three (3) years (i.e. March 24, 1996 – March 24, 1999). The dock days shall be granted contingent upon the exhaustion of all applicable paid absence days (e.g. vacation, personal) provided for in the Master Agreement; and

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Additional dock days beyond above may be granted at the discretion of the Director of Human Resources for a) emergency circumstances beyond the paid leaves of absence provided for in the Master Agreement or b) for extraordinary opportunities.

The decision of the Administration denying any additional dock days shall not be subject to the grievance procedure."

ARTICLE XXIV "INSURANCE PROTECTION"

Section 24.02 shall now read:

"For the term of this Agreement, the Board shall provide complete health care protection on a full twelve (12) month basis with either a single, two-person, or full family benefit status as selected by the employee during the open enrollment period. Parties have agreed to offer multiple health care coverage options provided in the attached level of benefits.

Effective July 1, 2011, the monthly Board paid premium for health insurance shall be 80% of the "Base Plan" premium cost of the benefit level selected (Full Family, 2 Person, Single Coverage). The monthly member paid premium for health insurance shall be 20% of the "Base Plan" premium cost of the benefit level selected (Full Family, 2 Person, Single Coverage). The "Base Plan" is: \$300/\$600 Deductible, 20% Coinsurance Percentage up to a potential Max Paid Out of Pocket \$900/\$1800, \$40 Office Visit Co-pay, \$50 Urgent Care Co-pay, \$250 ER Co-pay, (See attached benefit level description for the (Bronze) Base Plan which will be included in the Appendix of the contract). Included in the "Base Plan" health insurance are prescription benefits that have established co-payment levels of \$10/\$40 (See attached benefit levels description for prescription coverage in the Appendix of the contract).

Should the member select one of the offered health insurance options other than the "Base Plan" and the option they select is at a higher annual premium cost, the employee is responsible (in addition to their 20% cost outlined above) for 100% of the differential cost between the plan selected and the "Base Plan".

Under all health insurance options offered by the Board, all co-pays, levels of deductibles and levels of co-insurance are the responsibility of the member.

Bi-weekly payments for the employee's portion of insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the member elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the member. If the member's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by

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deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

There will be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by fully-paid hospitalization insurance of comparable coverage levels, this section is void.

Bargaining Unit members may elect hospitalization insurance if her/his spouse who was previously covered by fully paid hospitalization elsewhere died, retired or otherwise lost the benefit of such hospitalization coverage for reasons beyond her/his control. Such member would drop the annuity option and then be permitted to apply for health insurance through the Board on the usual terms and conditions prescribed by the insurance companies.

Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment of \$100.00 per month under Section 125 of the Internal Revenue Code. In addition a fund will be established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage.

An amount equal to 40% of the District's portion of the health insurance premium relinquished by the employee will be added to a fund for any individual that selects the annuity option over the number of individuals (total of 8) that had selected the annuity option in the 2010/2011 fiscal year (See attached illustrated example).

Furthermore, the level of health insurance premium used for this calculation will be based on the employee's previous choice of coverage prior to selecting the annuity option, single coverage, two person coverage or full family coverage as defined in the "Base Plan".

Payment of any savings over the fixed monthly annuity payment of \$100 dollars per month will be paid in a lump sum amount no later than June 30th of the fiscal year in which the annuity option was selected in a separate check.

If an employee selects the annuity option or requests a change in coverage at a time other than open enrollment, the amount added to the annuity fund will be adjusted to reflect this change.

In the event an individual who has a spouse employed by the District (and who is currently primary insurance holder) moves from the primary insurance holder to the annuity option, this individual will not be included in the annuity savings calculation.

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The amount of cash option payment under Section 125 of the Internal Revenue Code may be applied by the employee toward an annuity plan currently payroll deducted by the Board. The member will need to complete a declination form when making a decision not selecting insurance coverage.

The rest of this insurance in this section shall be pro-rated as follows:

- 1) All members of the Unit employed prior to September 1, 1971 shall receive fully paid hospitalization insurance of full annuity.
- 2) All employees working less than a six (6) hour day shall have their insurance cost or annuity pro-rated.
- 3) All employees working less than a full week shall have their insurance cost or annuity pro-rated."

Section 24.05 shall now read:

"The Board shall provide dental insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium for dental insurance shall be at 80% cost of the established premium based on the level of benefit selected. The member paid premium for dental insurance shall be 20% of the established premium cost based on the level of benefit selected. The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member. The dental insurance plan is included in the Appendix of the contract. The member will need to complete a declination form when making a decision not selecting insurance coverage.

Bi-weekly payments for the employee's portion of dental insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the member elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the member. If the member's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current."

Section 24.06 "Employee Vision Care" shall now read:

"The Board shall provide vision insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium for vision insurance shall be 80% of the established premium cost based on the level of benefit selected. The member paid premium for vision insurance shall be 20% of the established premium cost based on

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the level of benefit selected. The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member. The vision insurance plan is included in the Appendix of the contract. The member will need to complete a declination form when making a decision not selecting insurance coverage.

Bi-weekly payments for the employee's portion of vision insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the member elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the member. If the member's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current."

ARTICLE XXVII "SEVERANCE PAY"

Section 27.03 shall be added as follows:

"An employee may only be charged a maximum of ninety-six (96) days of sick leave for serious illness or illnesses during the last five years prior to leaving the District. A serious illness is defined as any illness in excess of ten (10) consecutive sick leave days. (Documentation by a physician is required.) For purposes of calculating severance pay only days used beyond the ninety-sixth (96th) day shall be included in the final calculation.

ILLUSTRATIVE MODEL:

2004-05	Used a block of 25 days	25
2005-06	Used 15 days not in a block	0
2006-07	Used two blocks of 15 and 25 days	40
2007-08	Used 60 days including a block of 45 days	45
2008-09	Used 9 days	0
TOTAL		110

110 days - 96 days = 14 days

Fourteen (14) days would be included in the severance pay final calculation.

(Total sick days for serious illness used in a block during the last five (5) years of employment – maximum capped amount (96) days = Number of sick days to be added back for severance calculation.)

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ARTICLE III "RIGHTS OF THE BOARD OF EDUCATION"

Add Section 3.03 "An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this agreement because it is legally required by state law. It is noted the union does not agree or acknowledge this provision as binding and reserves all rights to assert this clause as unenforceable."

ARTICLE XXXII "DURATION OF AGREEMENT"

Section 32.01 shall now read: "This Agreement constitutes the entire collective Bargaining negotiations of all subjects for the term of this Agreement, and shall become effective as of July 1, 2011, and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2012, and from year to year thereafter unless either party serves notice in writing, upon the other party by March 1 prior to the expiration date of this Agreement or any following June 30th thereafter."

OTHER INFORMATION:

References to the Human Resources Department shall be changed to the "Personnel and Employee Relations" Department.

The parties agree the Board of Education shall electronically post the agreement on the District website; printed copies of the contract will be provided to employees upon request.

All other contractual language will remain intact for the duration of this agreement.

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ARTICLE XXI

SICK LEAVE AND SICK LEAVE BANK

Section 21.05

To afford the maximum protection against a prolonged (ten or more calendar days) illness, the following Sick Leave Bank was established for all employees of the District, and each employee covered by this Agreement shall participate as follows:

- 1) On September 6, 1966, each employee contributed one (1) day of her/his sick leave to the Bank. The Board of Education, in order to establish the Bank in the school year 1966-67, donated to the Bank 400 sick leave days. New employees shall contribute one (1) sick leave day to the Bank from her/his first sick leave allowance.
- 2) When the Sick Leave Bank falls below ~~1,500~~²⁰⁰⁰ days, the Board shall contribute on behalf of the bargaining unit members a maximum of two sick leave days annually if needed to increase the Sick Leave Bank days to a minimum of two thousand ~~five hundred (2,500)~~ ^(2,000) days. If more than two days are needed in any school year to meet the minimum requirements of the sick bank the number of sick leave days assessed each employee shall be the same.
- 3) Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.
- 4) Upon depletion of a member's own accumulated sick leave, she/he must wait an additional fifteen (15) calendar days before drawing from the Bank. Work days in the fifteen (15) day period shall be paid retroactively when a grant has been authorized by the Appeal Board.
- 5) Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Benefit's Superintendent's Office.
- 6) A maximum of 180 days may be granted per appeal from the Bank.
- 7) Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.
- 8) Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.

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- 9) If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two (2) doctors of the Appeal Board's choosing to determine if the illness is valid.
- 10) The Appeal Board may grant or suspend sick days from the Bank. Their judgment and/or decision will be final.
- 11) The Sick Leave Appeal Board shall consist of the four (4) elected BCEA officers and chairperson of the appropriate committee of the Bay City Education Association, the President of the Bay City Public Schools Education Support Personnel Association, or her/his designated representative, the presidents/designees of the other participating non-teaching associations, and the Superintendent or her/his designated representative, ~~plus two (2) Central Office Administrators.~~
- 12) No employee will be credited with sick leave allowance while drawing from her/his own accumulated sick leave or the Sick Leave Bank until she/he has reported back to work.
- 13) Any Bargaining Unit member who does not have twenty (20) or more accumulated sick days at the beginning of her/his illness, injury, or incapacitation shall not be eligible to receive sick days from the Bank for five (5) working days.

Any Bargaining Unit member who is ineligible for the said five (5) working days shall still be eligible for the 180 day maximum in (6) above.

Holiday pay and days off with pay shall be paid if such days fall within the said five (5) working days without pay. However, the Bargaining Unit member shall still be subject to five (5) working days without pay.

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Date

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THE BAY CITY EDUCATIONAL SUPPORT
PERSONNEL

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Date

Big Table Annuity Proposal

BCESP

<u>2010/2011 Number Taking Annuity</u>	<u>2010/2011 Annual Annuity Payment</u>	<u>Health Insurance Option</u>	<u>Annual Premiums</u>	<u>District will cover 80% of Premiums</u>	<u>40% of District Premium Cost</u>
8	\$ 1,200.00	Single	\$ 6,695.40	\$ 5,356.32	\$ 2,142.53
		2 Person	\$ 14,656.92	\$ 11,725.54	\$ 4,690.21
		Full Family	\$ 17,099.64	\$ 13,679.71	\$ 5,471.88

Proposed Annuity Bonus Payment Examples

One Addition Single

<u>2011/2012 Number Taking Annuity</u>	<u>2011/2012 Annual Annuity Payment</u>	<u>Annuity Bonus Amount</u>	<u>One-Time Additional June Payment</u>
9	\$ 1,200.00	\$ 2,142.53	\$ 238.06

One Addition Single/One Additional 2-Person/One Additional Family

<u>2011/2012 Number Taking Annuity</u>	<u>2011/2012 Annual Annuity Payment</u>	<u>Annuity Bonus Amount</u>	<u>One-Time Additional June Payment</u>
11	\$ 1,200.00	\$ 12,304.63	\$ 1,118.60

Four Additional Full Family

<u>2011/2012 Number Taking Annuity</u>	<u>2011/2012 Annual Annuity Payment</u>	<u>Annuity Bonus Amount</u>	<u>One-Time Additional June Payment</u>
12	\$ 1,200.00	\$ 21,887.54	\$ 1,823.96

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