

**TENTATIVE AGREEMENT
BETWEEN
THE BAY CITY FOOD SERVICE UNION
AND
THE BAY CITY PUBLIC SCHOOLS**

The parties have reached a tentative agreement as outlined below:

ARTICLE VII "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) 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).

ARTICLE VIII "INSURANCE PROTECTION"

Section 8.2 "Health Insurance" shall now read:

"All regular employees in the Bargaining Unit (1980/81) in a position working a six (6) hours or more day shall receive full family hospitalization for twelve (12) months.

All employees in the Bargaining Unit hired prior to July 1, 2011 working less than a six (6) hour day shall receive an insurance allowance proportional of the time worked (i.e., 3 hour day will receive 50 percent of hospitalization cost with remainder deducted from the pay check). Employees hired into the Bargaining Unit after June 30, 2011 working less than a six (6) hour day shall not be eligible for health insurance coverage.

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 (after the above pro-ration based upon hours of work) 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 (in addition to the cost pro-ration based upon hours of work) 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

Karon Bannick
6-13-11

Shelley Duallotte
6-13-11

(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 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 a fully-paid hospitalization insurance of comparable coverage levels, this section is void.

Section 8.3 "Dental Insurance" shall now read: "The Board shall provide dental insurance for all unit members assigned five (5) or more hours per day as follows: 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.

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

Karen Bannick
6-13-11

S. Quella
6-13-11

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.

For those unit members assigned less than five (5) hours per day, the Board shall provide employee-only dental insurance as stated above under the same provisions. At the employee's option, full family coverage may be purchased by the employee (employee paying 100% of the differential in cost).

Section 8.6 "Employee Vision Care" shall now read: "The Board shall provide full family vision insurance through either a fully-insured or self-insured program for a full twelve month period. 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 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.

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."

Section 8.7 "Annuity" shall now read: "Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive an annuity of sixty dollars (\$60.00) per month under Section 125 of the Internal Revenue Code toward a plan currently payroll deducted by the Board or a cash option

Karen Bannick
6-13-11

S. Queller
6-13-11

payment of sixty dollars (\$60.00) per month. 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 17) 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 \$60 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.

The amount of cash option payment may be applied by the employee toward an annuity plan under Section 125 of the Internal Revenue Code currently payroll deducted by the Board.

The member will need to complete a declination form when making a decision not selecting insurance coverage.

Bargaining Unit members hired after June 30, 2011 and who work less than a six (6) hour day do not qualify for health insurance coverage; thus, they are not eligible for the annuity in lieu of health insurance.

Section 10.0 "Non-Interview Vacancy Notification"

All non-interview bargaining unit vacancies shall be filled during a bid process, which will take place on the following dates:

- _____ The 1st Wednesday of June
- _____ The 1st Wednesday of Second Semester

Karen Bannick
6-13-11

S. Quella
6-13-11

The non-interview vacancies shall be posted and the bid shall be held within twenty (20) work days of when a position becomes vacant or is known to become vacant. If the twentieth day is a holiday, the bid shall occur on the next regular work day.

Bid processes will begin promptly at 3:00 p.m. and will be held at the Administration Building.

~~The non-interview vacancies shall be posted within two (2) work days and shall be bid on the first Wednesday following the date of the posting.~~

Section 10.1 "Interview Vacancy Notification"

All interview bargaining unit vacancies shall be filled by the interview process. The interview vacancies shall be posted within twenty (20) work days of when a position becomes vacant or is known to become vacant. Position(s) will be posted in the Human Resources office at the Administration Building, on the school district's website, a posting will be provided to the Union President and will be posted in each food service production kitchen, seven (7) calendar days prior to the deadline for application. Following the posting of vacancies at each food service production kitchen by the Director of Food Service or his/her designee, the most senior food service employee present at each production site will verify, by signature, the posting was completed.

Section 12.1 "General Cook Selection"

2. To be considered for a General Cook position, a candidate must:
 - A. Obtain from, complete and then submit, an application for the position to the Department of Human Resources/Labor Relations.
 - B. Schedule a test of abilities with the Office of Food Services or have obtained a satisfactory score on that test within the past two calendar years.

Section 12.2 "Open Bid Process"

2. The time and place for the Open Bid Process shall be determined by Article X, VACANCY ~~the Administration~~. This information shall be included in the job posting.

ARTICLE III "RIGHTS OF THE BOARD OF EDUCATION"

Add Section 3.01 "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.

Karen Bannick
6-13-11

S. Quillette
6-13-11

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 XXIII "DURATION OF AGREEMENT"

Section 23.0 "Contract Dates" shall now read: "This Agreement constitutes the entire collective bargaining negotiations on 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, through June 30, 2012, and from year to year thereafter unless either party serves notice, in writing, upon the other party at least 120 days prior to the expiration date of the Agreement."

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.



BAY CITY PUBLIC SCHOOLS



THE BAY CITY FOOD SERVICE UNION

6-13-11

Date

Date

Big Table Annuity Proposal

Food Service

<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>
17	\$ 720.00	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>
18	\$ 720.00	\$ 2,142.53	\$ 119.03

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>
20	\$ 720.00	\$ 12,304.63	\$ 615.23

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>
21	\$ 720.00	\$ 21,887.54	\$ 1,042.26

YTB
GMO