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2013

LETTER OF UNDERSTANDING

Between

CHIPPEWA VALLEY SCHOOLS

And the

CHIPPEWA VALLEY SUPPORT PERSONNEL ASSOCIATION

CONTRACT EXTENSION

This extension of the 2011-13 agreement shall upon ratification by both parties be effective July 1, 2013 and continue through June 30, 2016.

Step Increase; Effective July 1, 2013, July 1, 2014 and July 1, 2015 employees will move to the next step on the salary schedule. Employees will not receive payment for the step movement during the period of July 1, 2013 through June 30, 2016 and will continue to be paid at the step they are being paid at in 2012-13. Upon expiration of this agreement, the status quo for step pay will be the step the employees were paid at in 2012-13. Any additional step movement for 2016-17 and thereafter will be determined in negotiations for a successor agreement.

The 2010-11 salary schedule will be restored effective July 1, 2013 (attached).

Each bargaining unit member will be paid on July 30, 2015 a one-time only lump sum equivalent to 1.0% of her/his hourly rate for all hours paid during the 2014-15 contract year and .5% on July 30, 2016 for all hours paid during the 2015-16 contract year.

If the 2015-16 fiscal year annual audit shows revenue exceeding expenses in the 2015-16 fiscal year only, the Union and the Board mutually agree to meet to discuss how to pay out off schedule lump sum payments.

Agency Shop; This article remains in full force and effect pursuant to the attached letter of understanding.

Health Insurance Benefits;

Pursuant to Article XV(C) current 12 month employees and current 10 month employees working 8 hours a day will have the option during an open enrollment period to select the MESSA Choices II plan with a \$10/\$20 prescription plan, zero deductible, \$25 urgent care, \$20 office visit, \$50 emergency room, as described in the attachment. Pursuant to Public Act 152 of 2011, the district shall pay those Hard Cap amounts provided in section 3 of the act, as adjusted by the Michigan Department of Treasury. Any employee receiving healthcare benefits shall be required to pay any costs of the healthcare plan above the hard Cap amounts, payable in an amount determined by the Union to insure the district's compliance with the Hard Cap limits as provided in the act. Any overages paid by the employee as a

result of movement by the employee between levels of coverage, shall be refunded in a manner determined by the union.

Employees working less than 8 hours per week will be offered the Health plan described above during an open enrollment period and will pay the prorated amounts of the annual cost for the health insurance stipulated in the contract. In no event shall the District pay in excess of the Hard Cap amount provided in Section 3 of Public Act 152 of 2011.

The Union and the District will meet before November 15, 2013 to discuss the implications of the Patient Protection and Affordability Act (PPACA). The District reserves the right after conferring with the Union to comply with the Patient Protection and Affordability Act to select a health insurance carrier which offers a "Bronze" plan that provides "minimum coverage" pursuant to 26 USC Sec. 36(B)(c)(2)(C)(ii). All new employees will be offered the single subscriber "Bronze" plan coverage subject to the Hard Cap, however they may purchase additional insurance at their own cost.

There will not be a layoff of any current bargaining unit member for the duration of this extension. Head Custodians and 9-12 day and afternoon shift Custodian position will be filled by employees of the district for the duration of this extension. The Union and the employer will meet to develop the process and timelines for any assignment changes that may be needed in order to fill the 9-12 day and afternoon shift custodian positions and will discuss all 9-12 custodial staffing levels. Employees assigned to grounds positions may be reassigned to maintenance and/or Head Custodian positions during the term of this extension as determined by the District. General lawn cutting services may be subcontracted during the term of this agreement as determined by the District. All other positions that become vacant during the term of this agreement may be filled by subcontracted staff as determined by the District.

For the Union

Paul Harris

Paul Harris

3/12/13

Date

For the District

Michael Reeber

Michael Reeber

3-12-13

Date