

**TENTATIVE AGREEMENT  
BETWEEN  
BAY CITY PUBLIC SCHOOL MAINTENANCE PERSONNEL ASSOCIATION  
AND  
THE BAY CITY PUBLIC SCHOOLS**

The parties have reached a tentative agreement as outlined below:

**APPENDIX "A" SALARY SCHEDULE**

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 XIII "INSURANCE PROTECTION"**

Section 13.3 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).

*John L. Janney Jr.*  
6/9/11

06/09/11

*Shelly D'Amico*  
6-9-11

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.

The Board reserves the right to bid this coverage on the open market as long as the coverage is virtually identical or better.

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.

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 or \$100.00 per month under Section 125 of the Internal Revenue Code (403b). 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 3) that had selected the annuity option in the 2010/2011 fiscal year (See attached illustrated example).

*John J. Lantry Jr.*  
6/9/11

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*J. DiMillo*  
6-9-11

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 30<sup>th</sup> of the fiscal year in which the annuity option was selected in a separate check. The member may choose a cash option payment or a 403b annuity governed by Section 125 of the Internal Revenue Code.

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

Section 13.5 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.

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

*John J. Javerty Jr.*  
6/9/11

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*S. Quilley*  
6-9-11

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 13.6 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 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 13.7 shall be deleted and removed.

#### **ARTICLE XV "DISCIPLINE"**

Add New Section 15.10 – Overdraw of Personal Sick Day Balance

Discipline for the overdraw of Personal Sick Day Balance is covered in the Work Rules, Group A. In the case of discipline imposed under this work rule, the member's position will not result in a posting. The day docked due to lack of days will be counted as one of the days imposed as discipline. Exception: Individuals who have utilized all of their days through a long-term absence of fifteen (15) consecutive days or more OR resulting in sick leave bank coverage, will be exempt until the next semester in which sick leave days are granted from this discipline to enable the member the ability to build up their personal sick day balance.

*Colm. Laverdy Jr.*  
6/9/11

06/09/11

*S. Quilley*  
6-9-11

**ARTICLE XXV "DURATION OF AGREEMENT"**

The term of this agreement is for one (1) year. This section would reflect an effective date of July 1, 2011 and continuing in full force until June 30, 2012.

**ARTICLE IV "RIGHTS OF THE BOARD OF EDUCATION"**

Section 4.2 will be added as follows:

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.

**APPENDIX "B" WORK RULES**

The following shall be added to the Group A:

"6. Overdraw of personal sick day balance – 1<sup>st</sup> offense will begin at the Third Offense level of three (3) days off without pay and will increase sequentially with further offenses to Fourth, Fifth, and beyond Offenses within the discipline process.

**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.

The current policy of requiring medical statements once a member reaches a personal sick leave balance of six (6) or less days shall cease.

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

  
BAY CITY PUBLIC SCHOOLS

  
BCPSMPA UNION

Date 6-9-11

Date 6/9/11

*Handwritten initials*

# Big Table Annuity Proposal Maintenance

| 2010/2011<br>Number Taking<br>Annuity | 2010/2011 Annual<br>Annuity Payment | Health<br>Insurance<br>Option | Annual<br>Premiums | District will<br>cover 80% of<br>Premiums | 40% of District<br>Premium Cost |
|---------------------------------------|-------------------------------------|-------------------------------|--------------------|---|---------------------------------|
| 3                                     | \$ 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

| 2011/2012<br>Number Taking<br>Annuity | 2011/2012 Annual<br>Annuity Payment | Annuity Bonus<br>Amount | One-Time<br>Additional June<br>Payment |
|---------------------------------------|-------------------------------------|-------------------------|--|
| 4                                     | \$ 1,200.00                         | \$ 2,142.53             | \$ 535.63                              |

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

| 2011/2012<br>Number Taking<br>Annuity | 2011/2012 Annual<br>Annuity Payment | Annuity Bonus<br>Amount | One-Time<br>Additional June<br>Payment |
|---------------------------------------|-------------------------------------|-------------------------|--|
| 6                                     | \$ 1,200.00                         | \$ 12,304.63            | \$ 2,050.77                            |

### Four Additional Full Family

| 2011/2012<br>Number Taking<br>Annuity | 2011/2012 Annual<br>Annuity Payment | Annuity Bonus<br>Amount | One-Time<br>Additional June<br>Payment |
|---------------------------------------|-------------------------------------|-------------------------|--|
| 7                                     | \$ 1,200.00                         | \$ 21,887.54            | \$ 3,126.79                            |

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