

**TENTATIVE AGREEMENT
BETWEEN THE
UNITED STEELWORKERS OF AMERICA
AFL-CIO LOCAL UNION NO. 7380
AND
THE BAY CITY PUBLIC SCHOOLS**

The parties have reached a tentative agreement as outlined below:

ARTICLE VI "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. One of the two (2) days shall take place on the Wednesday before Thanksgiving Recess unless students are in session this day. 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 XIV "INSURANCE PROTECTION"

Section 14.0 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. Regular drivers working an average of five (5) hours per day or over, the "Base Plan" shall be paid by the District; drivers working an average of at least four (4) hours, but less than five (5) hours per day, eighty-five (85%) of the "Base Plan" shall be paid by the district; drivers working an average of at least three (3) hours per day, but less than four (4) hours per day fifty (50%) per cent of the cost shall be paid by the District; drivers working an average of less than three (3) hours per day shall, if they elect such coverage, pay the entire cost of the "Base Plan" and any other additional coverage available that is chosen.

There is no insurance protection for Bus Aides. All articles referring to insurance coverage will not be applicable to Bus Aides.

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 following "Base Plan" level of co-pays, deductibles and level of Co-insurance are a 100% expense of the member. 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/\$20/\$40/\$80 which are the responsibility at 100% paid by the member based on the prescription category (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, this section is void.

Illustrative Model:

Based on a 4.5 hour employee (entitled to 85% of the Base Plan)

Based on the member choice of single coverage (\$557.95 per month)

1 st Step Based on Hours of Work:	\$ 474.26 (District Cost per month)
	\$ 83.69 (Member Cost per month)
2 nd Step Based on 80%/20%:	\$ 379.41 (District Cost \$474.26x80%)
	\$ 94.85 (Member Cost \$474.26x20%)
Overall:	\$ 379.41 (District Cost per month)
	\$ 178.54 (Member Cost \$83.69+\$94.85)

Section 14.2 shall be deleted.

Section 14.4 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 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 14.6 "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 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 14.7 "Annuity Language"

Add the following language to the provisions that already exist: "A cash option is available per month under Section 125 of the Internal Revenue Code. The member will need to complete a declination form when making a decision not selecting insurance coverage."

Language for the new Annuity Chart will be added (see attached).

Section 14.8

Add the following language to the provisions that already exist:

The provisions/costs that exist in Section 14.0 will apply to this Section of the contract.

ARTICLE V "RIGHTS OF THE BOARD OF EDUCATION"

Add Section 5.2 "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 XVIV "TERMINATION"

Section 24.1 shall now read: "This Agreement shall become effective upon ratification by both the United Steelworkers of America, AFL-CIO, Local Union No. 7380 and the Bay City Board of Education and become effective on August 31, 2011. For purposes of contract administration, the date of August 31, 2011 is to be used as the start date for this Agreement, including fringe benefits. This Agreement shall remain in full force and effect and be legally binding on the parties hereto until 12:01 A.M. , August 31, 2012, and from year-to-year thereafter unless either party serves notice in writing upon the other party at least 60 days prior to the expiration date of this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment."

OTHER CHANGES:

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



UNITED STEELWORKERS OF AMERICA
AFL-CIO LOCAL UNION NO. 7380

6-7-11

Date

6-7-11

Date

Big Table Annuity Proposal Bus Drivers

<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>20% of District Premium Cost</u>
4	\$ 1,500.00	Single	\$ 6,695.40	\$ 5,356.32	\$ 1,071
		2 Person	\$ 14,656.92	\$ 11,725.54	\$ 2,345
		Full Family	\$ 17,099.64	\$ 13,679.71	\$ 2,736

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>
5	\$ 1,500.00	\$ 1,071.26	\$ 214.25

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>
7	\$ 1,500.00	\$ 6,152.31	\$ 878.90

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>
8	\$ 1,500.00	\$ 10,943.77	\$ 1,367.97