# Letter of Agreement between Bath Community Schools and IUOE Local 324/Custodial-Maintenance employees

The parties agree to amend the current collective bargaining agreement by:

- 1. Extending the current collective bargaining agreement to June 30, 2012;
- Applying any wage increase or bonus enacted for any other bargaining unit or group of employees(with the exception of food service), including administrators, during the term of this agreement to this bargaining unit, also;
- 3. Agreeing to have a working Supervisor, under certain conditions, as outlined below:

The Union and the Employer agree to allow the Supervisor of Custodial/Maintenance/Transportation to perform bargaining unit work in some limited situations, including, emergencies, such as power outages, extreme inclement weather, and/or major heating, electrical, ventilation and/or air conditioning malfunctions.

The Supervisor's role, whenever performing bargaining unit work, will be to augment or supplement and support the bargaining unit members' work, not to replace or supplant the work of bargaining unit members. The Supervisor shall not displace any current full-time or part-time employee by performing bargaining unit work, nor shall the Supervisor, by performing bargaining unit work, reduce the number of hours of regularly scheduled employees.

In situations not of an emergency nature, the Supervisor and the Union shall mutually agree on the type of work to be performed and the number of hours needed to perform such work. The request for this type of non-emergency, Supervisor work may come from either the School or the Union. The parties agree that the impetus and purpose for this provision is to provide the best quality work at the most efficient cost to ensure that the school district is providing high quality services to the taxpayer.

For the Employer

Date: 12-23-09

ate: <u>/2/28</u>

For the Union

To: 15176416958

LETTER OF AGREEMENT

between

BATH COMMUNITY SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO MAINTENANCE/CUSTODIAL UNIT

RE: Collective Bargaining Agreement, Article 21, Health Care

The Bath Community School District and the International Union of Operating Engineers Local 324 have agreed to the following modifications to the 2009 – 2011 Custodial Collective Bargaining Agreement:

- 1. All Steps and Classifications listed in Article XXVII shall receive a forty cent (\$0.40) increase effective September 1, 2011.
- Article XXVII, Full time employees receiving health insurance benefits shall receive a \$2,500 payment in the first pay period in September.
- 3. Article XXI (21) shall be amended in it's entirety to the language as agreed to in this agreement. Article XXI (21) shall be changed to the following:

### 21.1 Health Insurance

The Employer shall make a flat monthly contribution payment for each full time employee working under the terms of this agreement. Payment shall be due no later than the last day of the month, two months prior to the month for which coverage applies. (In most cases, 31 days prior to the coverage month).

The monthly contribution payment must be sent to: Operating Engineers' Local 324 Health Care Plan - 500 Hulet Drive, Bloomfield Township, MI 48302.

Should an employee, on whose behalf payment is made, leave the company for any reason before the first day of the next month, the employer shall notify the Health Care Plan Office within three (3) business days (unless there are not three (3) business days left in the month, then the Employer must notify the Health Care Plan Office immediately). The Employer would then receive a full refund of the payment, and coverage for the employee would be terminated.

The Employer shall report and pay the monthly contribution payment for all new full time hires or employees recalled from layoff within three (3) BUSINESS

DAYS. Coverage will commence on the first day of the month as long as the employer has paid the required monthly contribution.

Full monthly contribution payments must be made regardless of the amount of time an employee works. Partial payments or prorated payments are not permitted.

The payment rate schedule is as follows.

September 2011-July 2012: \$999.60 per month

The Trust Agreement establishing such Plan, together with any insurance or related agreements approved by a majority of the Trustees, shall become a part of this Agreement by reference. The Employer shall be bound by the Trust Agreement and any amendments, rules, regulations and other requirements relating to the Health Care Plan, not in conflict with the terms of this collective bargaining Agreement, established by the Trustees of such Plan.

## 21.2 Life Insurance

The Employer will provide, upon satisfactory completion of an employee's probationary period, for each full time employee, a twenty-five thousand dollar (\$25,000) group term-life insurance policy.

### 21.3 Vision Insurance

The Employer shall provide for each member and their dependants, optical insurance equal to that provided in the SET/SEG United Healthcare Vision Plan.

## 21.4 Premium Sharing

Employees will contribute to the district, via payroll deduction, an amount equal to ten percent (10%) of the total monthly premium for the benefits listed in this article.

FOR THE BOARD:
Bath Community Schools

FOR THE UNION:

International Union of Operating Engineers

Local 324-A, B, C, D, G, H, P,

RA. S-AFL-CIO

Jeff McCarl

uperintendent V / Western Director, Stationary Division