## Letter of Agreement

#### Between

#### THE WATERFORD SCHOOL DISTRICT

and

#### THE WATERFORD FEDERATION OF SUPPORT PERSONNEL

June, 2012

Human Resources Department 501 N. Cass Lake Road Waterford, MI 48328 www.waterford.k12.mi.us

The District and the Association agree to the following modifications of the labor agreement as specified in each of the following articles and effective for the following school years:

2010 - 2011

2011 - 2012

2012 - 2013

2013 - 2014

# ARTICLE XV **INSURANCE**

G. For employees hired after the ratification date of this agreement and who are in their first four years of employment in WFSP as an eligible child care coordinator, child care assistant coordinator, technician, administrative technician, and senior center assistant working at least 32.5 hours in a week, who elect Board insurance, the Board will pay 75% of the single person monthly premium up to the cap established by 2011 Public Act 152 in 2012/13 and 2013/14.

Employees as above will contribute to the cost of the health care premiums. The pre-tax contributions shall be as follows for those months worked during the school year, plus the full premium cost for months not worked in the summer:

Coverage	Per pay deduction – 20 pays*
Single	\$113.00

<sup>\*</sup>As a result of legislation, any increase in premiums will be assumed by the Employees.

The Board will provide the eligible seniority employee in the following classifications: child care coordinator, child care assistant coordinator, technician, administrative technician, and senior center assistant working at least 32.5 hours in a week, who elect Board insurance, with single person health insurance up to the cap established by 2011 Public Act 152.

Employees as defined above will contribute to the cost of the health care premiums. The pre-tax contributions shall be as follows for those months worked during the school year, plus the full premium cost for months not worked in the summer:

Coverage	Per pay deduction – 20* pays
Single	\$47.00

<sup>\*</sup>As a result of legislation, any increase in premiums will be assumed by the Employees. 11-13

In the event that the law or applicable administrative regulations shall change prior to the expiration date of this Agreement so as to meaningfully affect the obligations or prerogatives of the School District regarding health care insurance benefits, providers, or claims management, including but not limited to, the availability of a pool or multiple employer participatory group, the parties hereto agree, that the School District shall have the authority, notwithstanding any provision(s) within this Agreement and subject to any applicable duty to bargain in good faith, to comply with any such obligation and avail itself of any such prerogatives.

The parties agree, subject to the maximum public employer payments to the annual costs for medical benefit plans for its employees, 2011 Public Act 152, that beginning July 1, 2012 and until the first work day of the 2013 school year employees will be enrolled in MESSA Choices, with Summary Plan Description as of 2/20/2012 to the extent that such remains the same and remains commercially available, \$10 office visit, the Rx Saver with a \$500/\$1,000 deductible. The deductible will be paid by the District for the 2012 calendar year only, into a health reimbursement account. Upon further ratification of both parties, it is permissible to modify or enroll in a different health care plan on or after January 1, 2013. The District shall be policyholder.

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### WAGES - 2010 - 2011

CLASSIFICATION	RATE 2010/11
Assistant I & Senior Center/Van Driver	\$ 10.23
Assistant II	\$ 10.97
Classroom Assistant	\$ 10.23
Child Care Assistant	\$ 10.29
Technician	\$ 11.65
Child Care Assistant Coordinator	\$ 12.12
Administrative Technician	\$ 14.22
Child Care Coordinator	\$ 15.40
Senior	\$ 8.65

- 2010 2011 Wage Freeze
- Those Technicians working afternoons shall receive .35 (35 cents) more per hour
- The primary employee assigned to perform the healthcare procedure(s) will be paid \$70.00 per semester
- All members shall have 100% of their wages paid through direct deposit

#### WAGES - 2011 - 2012

CLASSIFICATION	RATE 2011/12
Assistant I & Senior Center/Van Driver	\$ 10.23
Assistant II	\$ 10.97
Classroom Assistant	\$ 10.23
Child Care Assistant	\$ 10.29
Technician	\$ 11.65
Child Care Assistant Coordinator	\$ 12.12
Administrative Technician	\$ 14.22
Child Care Coordinator	\$ 15.40
Senior	\$ 8.65

- 2011 2012 Wage Freeze
- Those Technicians working afternoons shall receive .35 (35 cents) more per hour
- The primary employee assigned to perform the healthcare procedure(s) will be paid \$70.00 per semester
- All members shall have 100% of their wages paid through direct deposit

deposit

#### WAGES - 2012 - 2013

CLASSIFICATION	RATE 2012/13
Assistant I & Senior Center/Van Driver	\$ 9.93
Assistant II	\$ 10.64
Classroom Assistant	\$ 9.93
Child Care Assistant	\$ 9.98
Technician	\$ 11.30
Child Care Assistant Coordinator	\$ 11.76
Administrative Technician	\$ 13.80
Child Care Coordinator	\$ 14.94
Senior	\$ 8.39

- 2012 2013 2% reduction in wages for all employees on schedule
- 2012 2013 1% reduction in wages for all employees off schedule
- Those Technicians working afternoons shall receive .35 (35 cents) more per hour
- The primary employee assigned to perform the healthcare procedure(s) will be paid \$70.00 per semester
- All members shall have 100% of their wages paid through direct deposit

#### WAGES - 2013 - 2014

CLASSIFICATION	RATE 2013/14*
	2015/11
Assistant I & Senior Center/Van Driver	\$ 9.93
Assistant II	\$ 10.64
Classroom Assistant	\$ 9.93
Child Care Assistant	\$ 9.98
Technician	\$ 11.30
Child Care Assistant Coordinator	\$ 11.76
Administrative Technician	\$ 13.80
Child Care Coordinator	\$ 14.94
Senior	\$ 8.39

\*Wage rates for the 2013/14 school year are dependent on percentage wage increase/reduction as determined by the WEA Staff Labor Agreement. The parties understand that such a increase/reduction is part of an overall economic settlement. Therefore, upon request by the Union, the parties will meet to negotiate 2013-2014 wages such that changes to total WEA compensation are taken into account.

- 2013 2014 1% reduction in wages for all employees off schedule
- Those Technicians working afternoons shall receive .35 (35 cents) more per hour
- The primary employee assigned to perform the healthcare procedure(s) will be paid \$70.00 per semester
- All members shall have 100% of their wages paid through direct deposit

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# ARTICLE XVII MISCELLANEOUS

L. When the Board of Education closes school to all students due to inclement weather, Employees will not be required to report to work and will receive their normal average daily wage. Student instruction days not worked by Employees due to weather or "acts of God," that the District would have to make up to meet the State minimum requirements for pupil instruction as required by MCLA 388.1701 (3) and (4), of the State School Aid Act, as amended by P.A. 239 of 1984, will not be paid if employees were not required to report to work.

N. The parties agree that any part of the contract rendered unenforceable as a result of recent legislation is unenforceable.

# ARTICLE V WITHHOLDING DEDUCTIONS/AGENCY SHOP

3. In the event that the employee covered by Section 2 above does not join the Federation, either directly or through a voluntary deduction authorization, as provided in Section 7 below, on the sixtieth (60th) work day as required, the Union shall notify the Employee of non-compliance by certified mail, return receipt requested. The notice shall explain that the employee is delinquent in not tendering the service fee, and warn the employee that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) calendar days, the employee shall be reported to the Employer and the deduction of service fee shall be made from the employee's salary.

If the employee fails to comply, the Union shall, at the end of the fourteen (14) day period, certify to the Employer that the Employee has failed to tender the service fee and demand that under the terms of this Agreement, the Employer deduct the delinquent service fee(s) from the employee's salary. The Employer shall then deduct the appropriate fees from the employee's salary.

Following this procedure, if for any reason the appropriate fees are not deducted from the Employee's salary, such employee shall be terminated in conformance with the policy of the Board; provided the Federation has complied with the following:

# ARTICLE XIX DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Waterford School District Board of Education, and the Waterford Federation Support Personnel and shall become in effect from June 7, 2012 and shall continue in effect until midnight, June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on **June 7, 2012**.

WATERFORD FEDERATION OF SUPPORT PERSONNEL

WATERFORD SCHOOL DISTRICT

Thomas Wiseme

Paula Jackson, President

Thomas Wiseman, Assistant Superintendent

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