

TENTATIVE AGREEMENT
BETWEEN
BCPSFSU
AND
BAY CITY BOARD OF EDUCATION

February 22, 2017

- **Term of Agreement:** This agreement will be in effect until June 30, 2018.
- **Illegal Language:** Sections 4.0, 4.1, and 4.2 (references to union deductions) shall be immediately removed from the Master Agreement. (language attached)
- **Wages:**
 - (A) Upon ratification (retroactive to the ratification date of the Agreement) for the 2016-2017 school year, \$0.40 per hour increase with longevity paid as scheduled. (Note: Grade 1, Aides, received this increase as of January 1, in compliance with the Michigan Minimum Wage increase, and will not receive an additional \$0.40 increase upon ratification.)
 - (B) Effective July 1, 2017, \$0.35 per hour increase with longevity paid as scheduled.
 - (C) Steps remain frozen for the term of the agreement.
- **Annuity in Lieu of Health:** Cash in lieu amount will increase from \$60 per month to \$100 per month; however, an employee may only be eligible for cash in lieu if he/she presents documentation to the Business Office that they already have health insurance that meets the minimal standards of the Affordable Care Act to the extent required by the ACA.

The additional fund established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage will be re-indexed based upon the current census of June 1, 2016 and an illustrative example shall be attached to the contract. (language attached)
- **Section 10.3 Temporary Vacancy, #1 shall now read:** "Should a temporary vacancy occur within a kitchen known to be of five (5) calendar days or less, the food service supervisor may assign the duties of the person to a substitute. The Supervisor has the option to assign to an existing food service employee who the food service supervisor feels, based upon the seniority and ability, can do the job, if they so choose this option. (language attached)
- **Basic Standard of Dress:** Language changes attached district's proposal dated 6-21-16 with the following change: Employee may wear school pride shirts on spirit days, identified by the building principal, and on school pride Fridays, consistent with that allowed for other employees in a particular building. (language attached)
- **Other Contract Language remains intact.**

Sharon Castor
2-23-17

TA [Signature]
2-23-17

ARTICLE IV

DUES OR FEES AND PAYROLL DEDUCTIONS

Section 4.0 Dues/Fee Authorization

~~Any employee covered by this Agreement who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union, as permitted by law. Said authorization shall remain in effect from year to year unless revoked in writing.~~

Section 4.1 Fee Remittance

~~With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Union the dues and fees deducted. The Union agrees promptly to advise the Board of all members of the Union, as permitted by law from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.~~

Section 4.2 Payroll Deduction

Upon appropriate written authorization from the employee the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, ~~United Profession dues~~, United Fund, insurance programs or any other plans or programs jointly approved by the Union and the Board.

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Section 8.7 **Annuity**

Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive an annuity of ~~sixty dollars (\$60.00)~~ **one hundred dollars (\$100.00)** per month under Section 125 of the Internal Revenue Code toward a plan currently payroll deducted by the Board or a cash option payment of ~~sixty dollars (\$60.00)~~ **one hundred dollars (\$100.00)** per month. 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 employee may only be eligible for cash in lieu if he/she presents documentation to the Business Office that they already have health insurance that meets the minimal standards of the Affordable Care Act to the extent required by the ACA.**

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 (based upon the current census of June 1, ~~2014~~**2016**) that had selected the annuity option (See attached illustrated example in Appendix "D").

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 ~~\$60~~ **\$100** dollars per month will be paid in a lump sum amount no later than June 30th of the fiscal year in which the annuity option was selected in a separate check.

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 amount of cash option payment may be applied by the employee toward an annuity plan under Section 125 of the Internal Revenue Code currently payroll deducted by the Board.

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

Bargaining Unit members hired after June 30, 2011 and who work less than a six (6) hour day do not qualify for health insurance coverage; thus, they are not eligible for the annuity in lieu of health insurance.

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Section 10.3

Temporary Vacancy

1. Should a temporary vacancy occur within a kitchen known to be of five (5) calendar days or less, the food service supervisor may assign the duties of the person to a substitute. The Supervisor has the option to assign to an existing food service employee whoever the food service supervisor feels, based upon the seniority and ability, can do the job, if they choose this option.
2. In the event all bargaining unit members in a kitchen have refused an open position, a substitute may be employed for more hours than is a bargaining unit member.
3. Bargaining unit members are permitted to refuse to accept additional hours or a temporary assignment that lasts longer than three (3) calendar days. It is the right of management, in the event of an employee's refusal, to require a written statement verifying that refusal.
4. Any violation of these practices should be promptly brought to the attention of the Director of Nutrition Services

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BASIC STANDARD OF DRESS

- C. ~~For the 2014-2015 school year, The~~ the employee will choose a uniform top of washable fabric from the following options:
1. A uniform top selected and agreed upon by the parties and in the colors agreed upon by the parties (currently: Black, Bright Blue, Bright Green, and/or Fuschia).
 2. A long, close fitting sleeve may be work in cold weather underneath the uniform shirt.
 3. Employees may wear school pride shirts on spirit days identified by the building principal, and on school pride Fridays, consistent with that allowed for other employees in a particular building.
- ~~1. Uniform type smock of solid color, print, or white; with or without a belt or elasticized waist; preferred sleeve length is no longer than the elbow and no shorter than the midpoint between the shoulder and the elbow. Tops without sleeves are considered inappropriate for food preparation and service. The smock hemline must be no longer than the top of the thigh and no shorter than the midpoint between the waist and the thigh.~~
- ~~2. Polo type 50% cotton and 50% polyester blend knit shirt with collar and placket of solid color or white; may be worn tucked in or out. If worn out the length must be the same as defined in #1 above for smock tops. The preferred sleeve length is no longer than the elbow and no shorter than the midpoint between the shoulder and the elbow. A long, close fitting sleeve may be worn in cold weather.~~
- ~~3. A white or coordinating colored vest or cobbler apron may be worn over a knit shirt.~~

~~A Committee consisting of no more than four (4) Union Representatives (designated by the Union), Food Service Supervisors, and the Director of Nutrition Services shall determine a uniform shirt(s) for the upcoming school year. The committee will make a decision annually prior to June 30th.~~

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FOOD SERVICE DRAFT SALARY SCHEDULE - 2016-17 and 2017-18

GRADE	CLASSIFICATION	STEP	Minimum Wage		Upon Ratification	
			2016-17	1-Jan-17	2016-17	2017-18
I	Food Service Aide	1	\$8.50	\$8.90	\$8.90	\$9.25
	*(New Hire)	2	\$8.50	\$8.90	\$8.90	\$9.25
	Educational Improvement	3	\$8.50	\$8.90	\$8.90	\$9.25
I	Food Service Aide	1	\$9.77		\$10.17	\$10.52
	** (Old Hire)	2	\$9.95		\$10.35	\$10.70
	Educational Improvement	3	\$10.11		\$10.51	\$10.86
II	Service Technician	1	\$10.16		\$10.56	\$10.91
		2	\$10.31		\$10.71	\$11.06
	Educational Improvement	3	\$10.48		\$10.88	\$11.23
III	Assistant Cook/Van Driver	1	\$10.52		\$10.92	\$11.27
		2	\$10.70		\$11.10	\$11.45
	Educational Improvement	3	\$10.88		\$11.28	\$11.63
IV	General Cook	1	\$11.11		\$11.51	\$11.86
		2	\$11.26		\$11.66	\$12.01
	Educational Improvement	3	\$11.50		\$11.90	\$12.25
	Sub Purpose Only	1	\$12.69		\$13.09	\$13.44
	Supervisor	2	\$13.03		\$13.43	\$13.78
		3	\$13.41		\$13.81	\$14.16

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