

**AFL-CIO LOCAL CHAPTER 331 PROPOSAL FRAMEWORK**

**JULY 2018**

**TENTATIVE AGREEMENT FOR CBA**

## AFL-CIO LOCAL CHAPTER 331 / BOARD PROPOSAL FRAMEWORK

### TENTATIVE AGREEMENT FOR CBA JULY 2018

#### Duration of Agreement

- This will be a three (3) Collective Bargaining Agreement and will be in effect for:
  1. 2018/2019 School Year
  2. 2019/2020 School Year
  3. 2020/2021 School Year

#### Salary / Compensation

- See Attached Proposal Salary Schedule for AFL-CIO Local Chapter 331

#### Calendar

- 2 Instructional Days (with students) were added per state mandate
- For the 2018/2019 School Year, the two (2) additional days that have been agreed upon are the Wednesday before Thanksgiving (½ day) and Good Friday (½ day)
- MLK Day will remain a non instructional day.
- The agreed upon replacement paid Holiday will be the day after Christmas.

#### Contract Maintenance

- The District and AFSCME Local 331 agree to meet twice a year to review any language that is in question and to incorporate any LOU's that have been agreed upon

#### Voluntary Resignation Agreement

- In consideration for two (two) employees (Charles Cline & Jeff Lee) irrevocable resignation, the School District agrees to continue employ each member in his current role until the date of resignation and to not contract, or subcontract, employee's position during that time.

School Closing Due to Inclement Weather or Other Conditions (Article 13 (J))

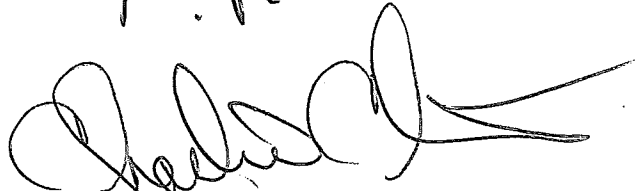
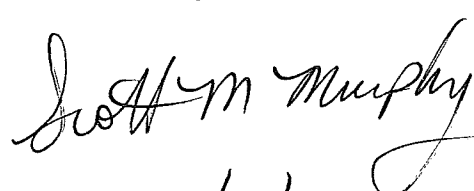
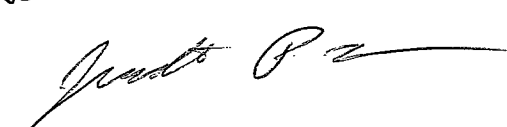
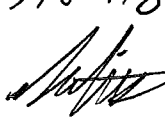
- o ..... Food Service workers who are excused from work when schools are closed due to inclement weather or conditions beyond the control of the Employer will be paid the average daily work assignment for up to five (5) days per year. After which they may use available personal leave.

Funeral Leave

- o Employees may take up to five (5) days of leave time with pay for attendance of funerals of members of their immediate family. This is interpreted to mean the employee's father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, grandmother, grandfather, an individual for whom the employee is acting in loco parentis and who is residing with the employee, or an individual who is a dependent of the employee and in the employee's immediate household. A leave of absence for the purpose of attending funeral services with pay for one (1) day shall be granted a member in the event of the death of a relative not within the definition of "immediate family" above. Employees who wish to attend the funeral of a fellow or former employee or employees who serve as pallbearers at the funeral of a fellow or former employee will be paid during the time they must be off the job.
- o Intent of this language is:
  1. To allow employees to take up to five (5) days of leave time with pay for each occurrence that meets the criteria as written.
  2. To allow a one (1) day leave time with pay for in the event of the death of a relative that is not defined as immediate family.

Shift Preference

- o 12 (B) ..... These shifts may be changed for a position or building by no more than two (2) hours with a twenty-four (24) hour notice to the affected employee(s). In addition, the employee and supervisor may mutually agree upon non-permanent changes in the shift times, such as changes in the shift times for summer and holiday break periods. Permanent changes in the shift times of more than two (2) hours must be approved by the Union.

T.A JULY 25-2018  
   
 7/25/18  


### **Maintenance & Grounds Certification**

- Regular full-time maintenance & grounds employees, who are required to by the State of Michigan and/or the District to be licensed or certified to be qualified in discharging the responsibilities of their current position, shall receive a single \$125.00 payment each year for such licenses or certifications. This amount shall be paid on the first payroll of September each year. Each license or certification must be relevant to duties of each employee for that school year. Relevancy will be determined by the Director of Operations.

### **Food Service Catering Compensation**

- An hourly rate of \$13.25 will be paid to any employee who is working a catering event that is taking place outside of the regular school day. It is recognized that there are district events which take place during the normal school day. Those events may be staffed by employees as part of the normal work duties. Compensation for these district events taking place during the normal school day hours will be paid per this agreement.

### **Food Service Certification**

- Employees who receive and maintain SNA certification will receive \$300.00 Said amount will be paid on on the first payroll of September each year.

### **Health Insurance Amendments (see attached Draft)**

- The District will provide to full-time Maintenance, Grounds and Food Service employees who work at least six hours per day, premium payments for health, life, dental and vision insurance to such employees needing such coverage.

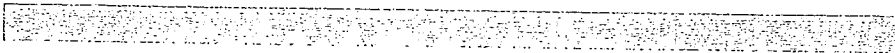
**Operations 17-18**

Step	Class1 - Custodian	Class 2-Lead Cust.	Class 3-MS Lead Cust, Grounds, Floater, Fd Trk Dr	Class 4-Maint
1	\$15.37	\$16.48	\$17.26	\$18.02
2	\$15.67	\$16.79	\$17.55	\$18.34
3	\$15.84	\$16.93	\$17.72	\$18.49
4	\$15.97	\$17.09	\$17.89	\$18.63
5	\$16.27	\$17.65	\$18.31	\$19.06

**Proposed Operations 18-19 (would receive formula increase to scales)**

Step	REMOVE Class1 - Custodian	REMOVE Class 2-Lead Cust.	NEW Class 3 - Grounds/Support	Class 4-Maint
1	\$15.37	\$16.48	\$13.00	\$18.02
2	\$15.67	\$16.79	\$13.39	\$18.34
3	\$15.84	\$16.93	\$13.79	\$18.49
4	\$15.97	\$17.09	\$14.21	\$18.63
5	\$16.27	\$17.65	\$14.63	\$19.06
6				\$20.06

*Grandfather existing grounds and truck driver on old scale and move truck driver to Food Service scales  
Clarify language on lead position*



**Food Service 17-18**

Step	Cook	Elementary Cashier	Food Service Truck
1	\$9.50	\$9.53	\$17.26
2	\$10.28	\$10.14	\$17.55
3	\$11.05	\$10.76	\$17.72
4	\$11.79	\$11.36	\$17.89
5	\$12.56	\$11.96	\$18.31

**Proposed Food Service 18-19 (would receive formula increase to scales)**

Step	Cook	Elementary Cashier	Food Service Truck
1	\$10.28	\$10.14	\$13.00
2	\$11.05	\$10.76	\$13.39
3	\$11.79	\$11.36	\$13.79
4	\$12.56	\$11.97	\$14.21
5	\$13.06	\$12.47	\$14.63

*• Grandfather means that the current food service driver and grounds employees would stay on their current scale, and will be allowed to move up steps on the scale, but no formula increases will be applied.*

*• Step 6 was added to the Maintenance Class 4 scales and the language for paying the lead additional pay will be removed. The Director of Maintenance can designate a lead from the pool of*

## **AFSME INSURANCE**

The District will provide to full-time, Maintenance, Grounds and **Food Service (hired prior to January 1, 2005)** employees who work at least six (6) hours per day, premium payments for health, life, dental and vision insurance to such employees needing such coverage. Said premium payments will cease effective at the end of the month containing the employee's retirement, resignation, or termination date.

### **Plan #1 (employee plan including health insurance).**

The following insurance plans will be provided to employees who work at least six (6) hours per day (and their eligible dependents) who have a need for health insurance, meaning that they are not also enrolled in another health plan:

**PAK A:** Health - MESSA Choices with the MESSA Saver RX; the health plan shall also include the following deductible and co-payments: \$500/\$1,000 in-network deductible, \$1,000/\$2,000 out-of-network deductible; \$20 OV; \$25 UC; \$50 ER

Health plans above also come with the following dental and vision:

DENTAL - Delta Dental (100/80/80/80) Annual max for Class I, II & III = \$1000; Lifetime max for Class IV is \$1300. No adult orthodontics, two cleanings per year.

VISION - VSP2. Plan year July 1 to June 30. \$6.50 exam co-pay, \$90.00 contact lens allowance, \$18 co-pay eyeglass lenses, \$65.00 frame allowance.

LIFE/AD&D: \$10,000, \$5,000 basic term life with medical.

### **Plan #2 (employee plan when health insurance is not needed)**

**PAK B:** The following insurance plans will be provided to full-time employees who do not have need of health insurance:

A cash stipend of \$350.00 each month per contract year.

DENTAL - DELTA DENTAL (100/80/80/80) Annual max for Class I, II & III = \$1,000; Lifetime max for Class IV is \$1300. No adult orthodontics, two cleanings per year.

VISION - VSP2. Plan year July 1 to June 30. \$6.50 exam co-pay, \$90.00 contact lens allowance, \$18 co-pay eyeglass lenses, \$65.00 frame allowance.

LIFE/AD&D - \$15,000 negotiated

**For any Food Service (hired after January 1, 2005)** employees who work at least six (6) hours per day, premium payments for health, life, dental and vision insurance to such employees needing such coverage. Said premium payments will cease effective at the end of the month containing the employee's retirement, resignation, or termination date.

**BUNDLE #1 (Food Service employee plan including health insurance).**

The following single subscription insurance plans will be provided to food service employees who work at least six (6) hours per day who have a need for health insurance, meaning that they are not also enrolled in another health plan:

Health - MESSA Choices with the MESSA Saver RX; the health plan shall also include the following deductible and co-payments: \$500/\$1,000 in-network deductible, \$1,000/\$2,000 out-of-network deductible; \$20 OV; \$25 UC; \$50 ER

Health plans above also come with the following dental and vision:

DENTAL - Delta Dental (100/80/80/80) Annual max for Class I, II & III = \$1000; Lifetime max for Class IV is \$1300. No adult orthodontics, two cleanings per year.

VISION - VSP2. Plan year July 1 to June 30. \$6.50 exam co-pay, \$90.00 contact lens allowance, \$18 co-pay eyeglass lenses, \$65.00 frame allowance.

LIFE/AD&D: \$10,000; \$5,000 basic term life with medical.

**BUNDLE #2 (Food Service employee plan when health insurance is not needed)**

The following single subscription insurance plans will be provided to food service employees who work at least six (6) hours per day who do not have a need for health insurance,

DENTAL - DELTA DENTAL (100/80/80/80) Annual max for Class I, II & III = \$1,000; Lifetime max for Class IV is \$1300. No adult orthodontics, two cleanings per year.

VISION - VSP2. Plan year July 1 to June 30. \$6.50 exam co-pay, \$90.00 contact lens allowance, \$18 co-pay eyeglass lenses, \$65.00 frame allowance.

LIFE/AD&D - \$15,000 negotiated.

The District will provide any Food Service employee hired after January 1, 2005, who works at least six (6) hours per day, single subscription coverage for the health portion of the plan and associated premium payments as described above.

Food Service employees, who work less than six (6) hours per day, including Cashiers and Lead Servers, do not qualify for employer paid insurance. However, the District will contribute toward premium payments in the proportion that the number of hours worked per day is to six (6) hours.

For the medical benefit plan coverage year commencing January 1 2019 the District will remain on hard cap and will contribute the maximum amount allowable by law under Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) toward Plan #1 health insurance premiums. The district will contribute one hundred percent (100%) towards the costs for dental, vision and life insurance premiums for full-time employees (and their eligible dependents). Any premium in excess of what the Board is obligated to pay will be paid by the employee through payroll deduction.

All premium payments by the District and by enrolled employees (which have been payroll deducted by the District) for insurance coverage shall be paid directly by the District to the carrier or policyholder, as appropriate.

At the beginning of January the monthly amounts for payroll deduction shall be based on an allocation of aggregate premium exceeding the cap for this unit distributed proportionately based on MESSA's rate determination factors (Single - 1, Two Person - 2.25, Family - 2.8), and have been calculated as follows: Single - TBD; Two Person - TBD; Family - TBD. If it is determined that the insurance provider can offer coverage for a single parent plus a child in such a way that it is not considered comparable coverage to that offered for an individual and spouse or is not offered in lieu of such coverage, thus meeting the requirements as addressed in Q12 and A12 in the State of Michigan Department of Treasury Public Act 152 of 2011: Publically Funded Health Insurance Contribution Act Frequently Asked Questions, the District agrees to include a single parent plus a child in the cap calculation at the same rate as family coverage. In June the District will reconcile the required amount of employee contributions to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011). Representatives of the District and the Association shall meet to discuss the June reconciliation. If it is determined that employee contributions through payroll deduction do not satisfy the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), any additional required employee premium contributions will be made through payroll deduction on



the final payroll in June. If it is determined that employee contributions through payroll deduction will exceed the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), this excess amount will be distributed proportionately (using MESSA's rate determination factors as listed above) as an adjustment to the required premium withholding from the final payroll in June.

