

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Service Employees International Union, Local 73 ("Union") and the Board of Education of the East Aurora School District No. 131 ("District") effective as of the 8 day of January, 2015.

WHEREAS, the District and the Union are parties to a collective bargaining agreement, which Agreement expires on July 1, 2016, (the "Agreement"); and

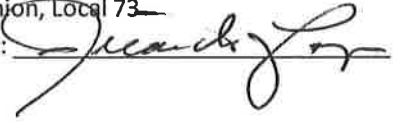
WHEREAS, Section 12.1 of the Agreement provides for the provision of Hospitalization/Major Medical Insurance, Section 12.2 provides for the adjustment of premiums, and Section 12.3 provides for dental insurance; and


WHEREAS, the parties desire by this Memorandum of Understanding to implement certain changes and amendments to make the insurance provision consistent with the insurance provided to all employees of the District;

NOW THEREFORE the parties agree that effective upon the approval of this Memorandum as follows:

1. Section 12.1, Hospitalization/Major Medical Insurance, is deleted and replaced with the following:
"The Board shall continue to provide health insurance including major medical, dental, vision, and prescription drug coverage, in accordance with existing plans: provided that the Board's total cost for health, dental, prescription drug and long-term disability plans, including administrative expenses, re-insurance premiums and other related costs will not exceed 105% of the prior year's cost. Should the cost exceed 105%, the District Insurance Committee will convene to discuss adjustments in the plans and/or employee contribution increases necessary to limit the Board's cost to 105% of the prior year. Monthly Employee contributions shall be as established by the District's insurance plan which shall be the same for all covered employees (certified and non-certified) of the District."
2. Section 12.2, Adjustment of Employee Premium Contributions is deleted and replaced with the following:
"During the term of this Agreement monthly contributions for medical and dental premiums paid by full-time employees shall be adjusted (up or down) to the level paid by full-time teachers, and the premiums paid by part-time employees (less than thirty (30) hours per week) shall be adjusted pro-rata."
3. Section 12.3, Dental Insurance, is deleted and replaced with the following:
"The Board shall provide a group dental insurance policy for each employee and his/her dependents. The cost for those taking medical coverage as well as dental is included in the monthly medical insurance premium. The individual deductible shall be determined yearly by the Insurance Committee. The cost for those taking only the dental insurance and not the medical will be determined by the Insurance Committee yearly."

4. The foregoing provisions and this Memorandum are non-precedential to the Union or the District with regard to other matters and without prejudice to any position of the Union or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.

Service Employees International
Union, Local 73
By: 
Date: 1-8-2015

East Aurora School District #131
By: 
Date: 1/8/15

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Service Employees International Union, Local 73 ("Union") and the Board of Education of the East Aurora School District No. 131 ("District") effective as of the 8th day of January 2015.

WHEREAS, the District and the Union are parties to a collective bargaining agreement, which Agreement expires on July 1, 2016, (the "Agreement"); and

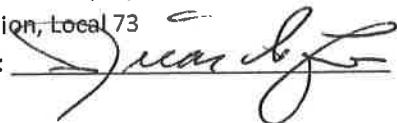
WHEREAS, the third paragraph of Section 8.2 provides for the assignment of overtime, and

WHEREAS, the parties desire by this Memorandum of Understanding to implement certain changes and amendments to the Agreement to clarify the assignment of overtime;

NOW THEREFORE the parties agree that effective upon the approval of this Memorandum as follows:

1. The third paragraph of Section 8.2 is deleted and replaced with the following:
"Overtime shall be equalized on a building basis by assigning employees on a rotation basis according to building overtime schedules which shall be posted in each building. This work shall not be mandatory, but if refused, shall count in the rotation of overtime as if it had been worked. Individuals with special skills may be required to work more often than the normal rotation cycle. In the case of emergency, the Operations Manager reserves the right to assign employees to overtime. In addition, the Building and Grounds supervisors shall develop a district wide overtime rotation schedule which shall also be posted at the Building and Grounds Center. In the event that required overtime cannot be filled by an employee from a building or from the substitute schedule then the same shall be assigned to the next employee on the district wide schedule based on seniority, shift, and giving due consideration to any required skill set or certification. In the event an engineer, fireperson, or maintenance mechanic is called in to perform custodial services that are outside of his or her classification he or she shall be paid overtime at the current custodian rate. A utility custodian called in for such overtime shall be paid overtime at the utility custodian rate. Failure to notify a Buildings and Grounds Supervisor, in the same manner as calling in sick, of an inability to complete accepted overtime will result in disciplinary action. Overtime will be computed from the start of work by the employee at the building site."

2. The foregoing provisions and this Memorandum are non-precedential to the Union or the District with regard to other matters and without prejudice to any position of the Union or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.

Service Employees International
Union, Local 73
By: 

Date: 1-8-2015

East Aurora School District #131

By: 

Date: 1/8/15