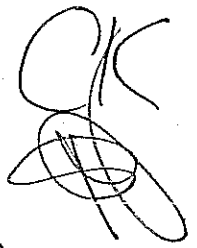


**Tentative Agreement (TA)
Between**



**American Federation of State, County, and Municipal Employees (AFSCME)
Lansing Schools Transportation (LST)**

And

Lansing School District Board of Education (LSD)

June 27, 2011

8:00 AM

PREAMBLE:

WHEREAS, the leadership of the Board of Education, the District Administration, and of each nonsupervisory employee bargaining unit or group within the LSD, met during May and June 2011, for the sole purpose of reaching a comprehensive Tentative Agreement in the best interest of the District, its students staff, and the school community as a whole, in order to eliminate an anticipated deficit budget for the 2011-2012 school year; and

The meetings of these participants were and are known as the "SuperTeam" meetings; and

Each participant reserves the right to make new and different proposals in the event ratification fails, without regard to the supposals informally exchanged during the SuperTeam meetings;

TENTATIVE AGREEMENT

As a result, the parties have tentatively agreed to the changes described below within the current collective bargaining agreement between the LST and LSD. Such changes are intended to be the complete set of changes to the current Collective Bargaining Agreement (CBA) and all other Memorandum of Understanding/Agreement, Letters of Understanding/Agreement, binding settlement agreements, or any other documents that bind the parties in some fashion for the periods of time described herein, unless the parties otherwise agree in writing.

To clarify, the parties may mutually agree to bargain non-economic terms and conditions of employment during the 2011-2012 school year, following ratification of this TA, at mutually agreed upon times, dates and places. No such term or condition may be negotiated, however, unless both parties agree to do so. If a mutual agreement to change the mutually identified non-economic term or condition is not achieved, then either party may choose to withdraw from bargaining the specific mutually agreed upon term or condition, without penalty. If a withdrawal occurs, the existing language shall remain unchanged.

1. The parties agree to the following "Economic" Terms and Conditions to be effective July 1, 2011 through June 30, 2012:

Handwritten initials "CK" and a scribble in the top left corner of the page.

For purposes of this TA only, "Economic Terms" shall include "Salary", "Insurance Benefits" and "Furlough Days".

- Salary increase shall be 0% for 2011-12; this means that any other payments, stipends or hourly rates shall be based upon the 2010-2011 stipends or hourly rates, as applicable, so that there is no increase in wages during 2011-2012.
- All currently employed LST bargaining unit employees shall remain on their current (2010-2011) salary step for the 2011-12 school year. This shall be referred to as a 'Step Freeze' for the 2011-12 school year.
- Furlough Day: the unit agrees to two furlough days in the 2011-12 year.
- The two days will be 1) the day not worked as a result of the reduced student contact day in the teacher's calendar and 2) first snow day that would be paid otherwise. Memorial Day 2012 is the back up day, if there is not a snow day. A day is defined as the regularly scheduled time worked for the individual worker, e.g. five hours, etc.
- The insurance plan for LST shall change effective 8-1-11. The current MESSA Plan for the LST shall remain with the following changes:
 - The Health insurance plan shall change from the current \$200/400 in network deductible MESSA Choices II Plan to the \$500/1,000 in network deductible MESSA Choices II Plan with the RX Saver drug plan and the \$20 Office visit rider.
 - Effective July 1, 2011, those LST staff electing to take "Plan A" shall participate in a premium co-pay of 10% of their total insurance costs based on the costs specific to their election (e.g., single, two person, full family) through June 30, 2012, payroll deducted. [not a change in LSD TA draft, but highlighted for clarity.]
- The current insurances other than medical, hospitalization and prescriptions will remain in effect at the current benefit levels. The group may PAK these supplemental benefits (dental, vision, etc.) provided that the increased cost, over the cost for the same groups insurance for 2010-11 shall be paid by members of the group who receive the benefits.
- The parties intend to provide up to \$150/\$300 reimbursement for medical costs incurred, after \$200/400 is incurred towards the deductible. Reimbursement is contingent upon the LSD being eligible for the one-time Best Practices Revenue (BPR). Because regulatory guidance is not yet available, the timing and manner in which reimbursement shall occur will be determined by the District, provided such reimbursement does not disqualify the District from receipt of the BPR. It is the District's intent to either reimburse based upon receipts submitted by the member or to reimburse into a FSA, HRA, or HSA account, provided that the BPR is received. It may be that the reimbursement is itself subject to the 10%.
- The LST agrees to participate in an "Insurance Study Committee" (ISC) for the purpose of reviewing

different insurance carriers, plans, and/or coverages. If the ISC recommends to the parties an alternative insurance carrier, plan, and/or coverage to begin 1/1/2012, LST shall consider the recommendation.

- If the audited 2011-2012 budget identifies a fund balance in excess of 5%, 50% of the amount in excess of 5% ("the excess amount") shall be paid back to active LST staff who were employed during the 2012-13 school year (who also were active employees during the 2011-12 school year) in pro rata to their group's % of wages plus benefits in a "one time" off schedule stipends. For example, if LST is 2% of the total wages and benefits, LST shall receive 2% of 50% of the excess amount in off schedule stipends in the manner to be mutually agreed with the LST.
- No bargaining group or individual employee under direct contract with the Board shall be granted by the Board a wage or benefit compensation package during the 2011-12 school year resulting in an increase in wages or benefits beyond those agreed upon in this tentative agreement.¹ If such an occurrence were to take place, all members of the LST shall be similarly compensated, unless the LST objects to the adjustment.

Given that the requirements have not been fully defined as of the date of this TA, the parties also agree to meet and confer, to the extent that the District's eligibility for the "Best Practices" Revenue (\$100.00 per student) impacts the terms and conditions of this Tentative agreement with LST, in order to secure the District's eligibility for such revenues. In the event that the District is not eligible for BPR, the parties shall reconvene in the SuperTeam format with all participating employee group leaders. ~~This TA then remains intact, unless otherwise agreed to assure eligibility for the BPR.~~

2. June 30, 2012 Expiration of Economic Terms.

- The economic terms in the CBA, as defined above, shall 'expire' June 30, 2012. The parties agree to negotiate the economic terms for the 2012-13 school year; such bargaining to begin no later than March 1, 2012.

3. The parties agree to the following "Non-Economic" terms and conditions July 1, 2011 through August 31, 2013.

- Except as described above, all other terms and conditions within the CBA shall be considered "Non-Economic" terms and conditions for the purpose of this TA.
- As stated above, the parties may agree to bargain mutually identified non-economic terms and conditions. Both parties must agree to the terms and conditions to be bargained and either party may withdraw from the bargain resulting in the current language remaining unchanged.
- All "Non-Economic" terms and conditions remain in effect in the contract through August 31 , 2013, unless modified by mutual agreement as described above.

4. Three Year Calendar:

¹ Includes Cabinet, LASA and all groups in Super Team who ratify this TA; excludes all others (subs and other independent contractors who may be under other contracts with Board). ~~LST agrees that the variances identified in email correspondence June 25 and 26, 2011 do not violate the "no too" clause.~~

- The parties agree to the 3-year calendar as presented by LSEA during the Super Team meetings.
 - The first year, 2011-12 is attached.
 - The second year, 2012-13 is attached.
 - The third year, 2013-14 shall be duplicated in form to the second year of this agreement. It shall have the same number of staff days, student days, as well as the same number of full and half days as the calendar for 2012-13. However, the 2013-2014 calendar shall be reopened (1) to comply with state or federal mandates; (2) to qualify for maximum state or federal funding, (3) to align the calendar with restructured facilities or resulting academic design; or (4) by mutual agreement.
 - The parties agree to schedule the half days uniformly across all grades to the maximum extent possible.

5. Additional components:

- If an Emergency Manager is appointed by the State under PA 4 of 2011, (Fiscal Accountability Act), the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. ~~This language is not agreed upon by the parties but is put into this Agreement solely because it is required by law.~~
- One Time Non-Precedent Setting Letter of Agreement Regarding Subcontracting of Non-Instructional Support Position.
 - The parties agree to sign a letter of agreement regarding the prohibition of subcontracting non-instructional support positions within the sub-groups participating in the "Super Team" process during the 11-12 school year. The LSD agrees that they shall not subcontract during the 2011-12 school year but they reserve the right to bid non-instructional support services by June 1, 2012. In the event that the District subcontracts any of the SuperTeam groups during 11-12 who ratify this TA, LST shall be reimbursed for the concessions it has made within this Agreement.
 - ~~The LOA will contain a provision stating that for non-instructional services to be provided during the period of July 1, 2011 until June 30, 2012, the District will not give the bargaining unit the opportunity to bid on an equal basis. Therefore for performance of non-instructional support services during this period, the parties agree not to subcontract such services.~~
 - ~~The LSD agrees that they shall not subcontract during the 2011-12 school year but they reserve the right to bid non-instructional support services by June 1, 2012 for services to start no earlier than July 1, 2012.~~
 - ~~In order to avoid the possibility of subcontracting in 2012-13, all bargaining units must settle the expired economic issues in their respective contracts working towards the elimination of a "Deficit Budget" for 2012-13 as of May 1, 2012. See item 2, re bargaining schedule.~~
 - ~~In order to avoid the possibility of subcontracting in 2013-14, all bargaining unit contracts must settle the expired issues in their respective contracts working towards the elimination of a "Deficit Budget" for 2013-14 as of May 1, 2013. See item 2, regarding reasonable bargaining schedule.~~

• One-time, non-precedent LOA Regarding District Facilities Design.

- It is understood and agreed that the Board's ratification of this TA does not waive its right to demand that the LST withdraw future demands to bargain the nonmandatory subject of District facilities.
- The LST is invited to join the community in facilities/restructuring/"closing" (defined per SuperTeam) discussions.
- The Board acknowledges the need for the consolidation of facilities as of the end of the 2012-13 school year to yield at least \$2.3 million in fixed facilities costs. The savings from the consolidation of facilities must be included as a factor in the 2012-13 budget.

For AFSCME (LST):

Date:

06/28/11

For LSD:

Date:

6/28/11