

Tentative Agreement (TA)

Between

Tentative Supposal* Agreement (TA)

Between

**American Federation of State, County, and Municipal Employees (AFSCME)
Lansing Schools Food Service Custodial Maintenance and Distribution (FSCMD)**

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 FSCMD 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:

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

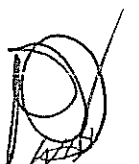
- Salary increase shall be 0% for 2011-12; this means that any other stipends or hourly rates shall be based upon the 2010-2011 stipends or hourly rates, so that there is no increase in wages in 2011-2012.
- All currently employed FSCMD bargaining unit employees shall remain on their current (2010-2011) 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: Each employee covered by the FSCMD agreement shall forfeit the equivalent of two day's pay, to be determined as follows:
 - Other than Food Service: These employees will not work the 5th of July, 2011 and another day after January 1, 2012 (to be determined) when the buildings are not in use. These days are not holidays or vacation days. The checks for the two affected pay periods will not reflect a loss of the entire day at the time. Instead, pay for the two days not worked will be subtracted on prorated basis over the entire fiscal year. New hires will begin to pay the prorated amount upon hire and will receive a prorated amount of time off in return (partial days rounded to the nearest hour, taken off at their choice). Upon separation of employment or at the end of the fiscal year, if an employee has received more paid time off than subtracted to make up for it, s/he will have the remainder taken out of their last check(s). If an employee has had more pay deducted than time taken, s/he will receive the difference on their last check(s).
 - Food Service: Furlough Days: 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) the Wed. before Thanksgiving, which is currently a paid holiday. A day is defined as the regularly scheduled time worked for the individual worker, e.g. five hours, etc.
 - These workers will lose the equivalent of two full days' pay as a result of the newly enacted school calendar. After accounting for two days lost, the District will work affected employees for any additional lost days or will adjust their pay, e.g. extra vacation. A day is defined as the regularly scheduled time worked for the individual worker, e.g. five, etc. Provided that it is administratively feasible, and not in conflict with the Aramark contract, lunch will be served on the new half days in the school calendar.
- The insurance plan for FSCMD shall change effective 8-1-11. The current MESSA Plan for the FSCM 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.



- o Effective July 1, 2011, those FSCMD 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 from prior LSD TA draft, but highlighted nonetheless 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 FSCMD 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, FSCMD 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 FSCMD 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 FSCMD is 7% of the total wages and benefits, FSCMD shall receive 7% of 50% of the excess amount in off schedule stipends in the manner to be mutually agreed with the FSCMD.
- 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 FSCMD shall be similarly compensated, unless the FSCMD 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 FSCMD, 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.

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). FSCMD agrees that the variances identified in email correspondence June 25 and 26, 2011 do not violate the "me too" clause.



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 June 30, 2014.

- 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.
- ~~Inasmuch as FSCMD has a current contract through June 30, 2012,~~ all "Non-Economic" terms and conditions remain in effect in the contract through June 30, 2014, unless modified by mutual agreement as described above .

4. Three Year Calendar:

- 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 on or before June 1, 2012. In the event that the District subcontracts any of the SuperTeam groups during 2011-2012 who ratify this TA, FSCMD shall be reimbursed for the concessions it has made within this Agreement.

- o It is also agreed that any bidding of non-instructional support services during 2011-2012 shall not have an implementation date before June 30, 2012. Any RFP with an implementation date before June 30, 2012, shall not provide the FSCMD with an equal opportunity to bid.

- 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.

- o It is understood and agreed that the Board's ratification of this TA does not waive its right to demand that the FSCMD withdraw future demands to bargain the nonmandatory subject of District facilities.

- o The FSCMD is invited to join the community in facilities/restructuring/"closing" (defined per SuperTeam) discussions.

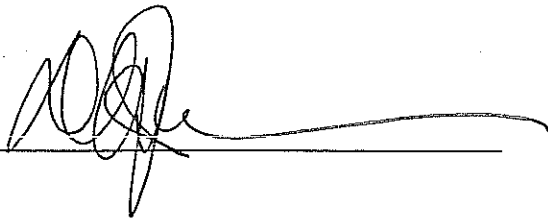
- o The Board acknowledges the need for the consolidation of facilities as of the end of the 2012-13 school year to yield at least \$2.3 million in fixed facilities costs. The savings from the consolidation of facilities must be included as a factor in the 2012-13 budget.

6. LSD FSCMD special section.* The parties acknowledge that this unit is under the terms of a ratified Agreement. If both the bargaining unit and the District ratify this "supposal" these terms will take effect. However, unless both the unit and District ratifies this, the unit reverts to the terms of the current Agreement with no obligation to bargain further for an 11-12 agreement.

For AFSCME: William W. [Signature]

Date: 06/27/11

For LSD:

A large, stylized handwritten signature in black ink, written over a horizontal line.

Date:

6/28/11

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