LANSING SCHOOL DISTRICT AGREEMENT

AFSCME DRIVERS

MARCH 21, 2013

Compensation

The parties agree that for the duration of this contract, 2013-2014, 2014-2015, 2015-2016 there shall be no wage increase applied to the salary schedule or other rates of compensation defined in the collective bargaining agreement. The salary schedule will remain the same as was utilized for the 2012-2013 collective bargaining agreement. The members of this unit shall remain at the same step for each year of the contract.

Furlough Days

During each year of this agreement, 2013-2014, 2014-2015, 2015-2016, the members will accept two unpaid furlough Days. Furlough dates are yet to be determined.

Duration

The parties agree that these provisions expire August 31, 2016, and the Board shall not thereafter assume or pay any financial obligations related to salary, insurance and furlough days in excess of those specified herein, except in accordance with a mutually ratified successor or agreement.

For LSD, Virginia Acheson 3/25/13

For AFSCME Drivers, Chris Kull 03/25/13
AFSCME – BUS DRIVERS
Agreement
March 21, 2013

In the event that: (a) any revenue is conditioned upon compliance with 2012 PA 349, (b) any penalty is assessed as a result of the District entering into this Agreement or, (c) the State of Michigan, as a condition to approving any deficit elimination plan proposed by the District requires rescission or modification of this Agreement, then this Agreement shall be amended in a manner that is narrowly-tailored to achieve the goals of maximizing the District’s receipt of all otherwise available revenues avoiding such penalty (or penalties), and/or securing such approval.

AFSCME BUS DRIVERS

BY: [Signature]
03/25/13

BOARD OF EDUCATION
LANSING SCHOOL DISTRICT

BY: [Signature]
03/25/13
AFSCME – BUS DRIVERS
Agreement
March 21, 2013

If the audited General Fund Balance as of June 30, 2013, and/or as of June 30, 2014, and/or as of June 30, 2015, exceeds Ten Million Dollars, the parties shall meet and agree on allocating .81% of the amount in excess of Ten Million Dollars to AFSCME Bus Drivers in an off schedule compensation (inclusive of FICA and MPSERS costs), not to exceed a 3% increase to the salary schedule, exclusive of step increments. It is also understood and agreed upon that one-time revenue increases support only off schedule salary payments (i.e., "stipends"). Furthermore, there shall be no "on schedule" increases if there is an operating deficit in the fiscal year in which the payment is made.

Definition of Terms

"General fund balance" will be equal to the unassigned general fund balance (see audit report). This means, totals fund balance, less non-spendable designations (i.e., prepaid expenditures and inventories) less Restricted, less Assigned (i.e., allocated to cover budget deficit in subsequent year).

"General Fund Expenditures" used in the calculations will include all general fund expenditures and operating transfers for the fiscal period (see audit report: "Total Expenditures" and under "Other Financing Sources (Uses)" see "Transfers Out"). Total Expenditures plus transfers out. (Note: Transfers in are revenues [i.e., incoming from food service] and proceeds from sale of capital assets would be excluded per the paragraph before).

For example: Per the audit report for the year ended June 30, 2012: Total Expenditures: $148,767,353 plus transfers out $969,000 = Total General Fund Expenditures of $149,736,353.

AFSCME BUS DRIVERS
BY:                        BOARD OF EDUCATION
                           LANSING SCHOOL DISTRICT
                           03/25/13

BY:                        3/31/13
LANING SCHOOL DISTRICT AGREEMENT

AFSCME DRIVERS

Right of Assignment

The parties agree to meet and reach agreement by way of an MOU within 120 days of ratification wherein the District, under special circumstances, will have the “right of assignment” regarding routes. The mechanism for implementing this right will be part of the MOU.

Fuel Time

Drivers will continue to be paid 10 minutes to fuel their buses, when then are fueled. Starting in the 2013-2014 school year, fueling will not be done daily, but over an interval of days (every third) or as needed to maintain reasonable levels of fuel in each vehicle. Prior to runs being posted the interval of days between fueling, based on length of run, will be calculated and built into the run so that drivers can see the actual run time including fuel time allowance.

As a result of this tentative agreement between AFSCME and LSD, the parties have tentatively agreed to the changes below within the current Collective Bargaining Agreement (CBA). Such changes are intended to be the complete set of changes to the current Collective Bargaining Agreement. All other remaining articles of the Collective Bargaining Agreement remain in effect for the term of this new agreement, unless the parties agree through a Letter of Agreement, Memorandum of Understanding or other document that binds the parties in some fashion.

For LSD
Virginia Reamer 3/25/13

For AFSCME Drivers
Chris Kralove 03/25/13