

ARTICLE XXXII

DURATION OF AGREEMENT

With the exception of Article 24 (Union Security), all non-economic language in the collective bargaining agreement shall be effective July 1, 2013 and continue in effect until June 30, 2018. However, Article 24 shall be effective immediately upon ratification of this agreement and shall continue in effect until; June 30, 2018.

FOR THE BOARD

FOR THE UNION

William Lopez 3-27-13 *Kevin Cantu* 3/27/13
President (date)

Secretary

(date)

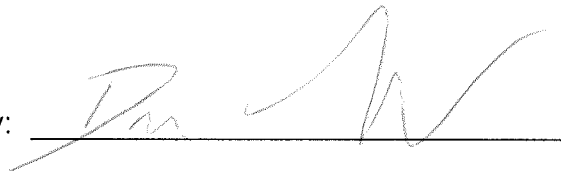
(date)

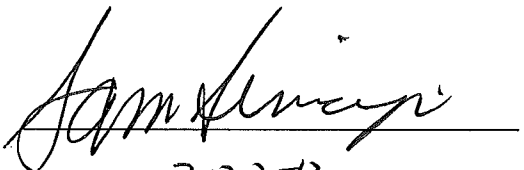
LAES TENTATIVE AGREEMENT
Classification Committee
March 22, 2013

The parties agree that a committee comprised of an equal number of LAES members and District representatives will be formed to review the current LAES classification system in order to identify areas of concern and suggestions for improvement in the system.

Lansing Association of Educational Secretaries,
MEA/NEA

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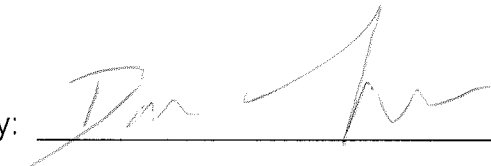
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LAES TENTATIVE AGREEMENT
Steps / Increments
March 19, 2013

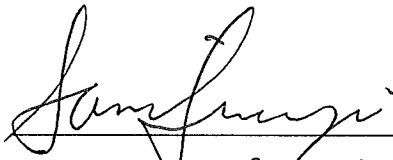
Unless the conditional increase TA is triggered, the parties agree that for school years 2013/14, 2014/15 and 2015/16, there shall be no wage increase applied to the salary schedule or other rates of compensation defined in the collective bargaining agreement (CBA). The salary schedule shall remain the same as was utilized for the 2012-13 school year. The members of the LAES shall remain at the same salary step for each year of this contract (wages through June 30th, 2016). There shall be no **additional** compensation paid after June 30, 2016 unless the parties mutually agree.

Lansing Association of Educational Secretaries,
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LAES TENTATIVE AGREEMENT
Lateral Transfers
March 22, 2013

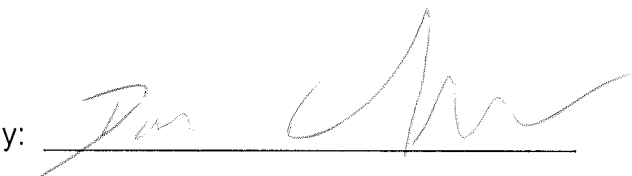
Article 5.03(A) (Lateral Transfers)

Secretaries normally assigned to specific locations may expect to enjoy continuity in such assignments, except in instances where the school administration determines lateral transfers are required or will allow the Board to provide better service to the students and/or community. If a lateral transfer is determined to be required or appropriate by the school administration, **a committee comprised of 3 LAES members and 3 District representatives shall be convened as soon as possible to deliberate on the transfer request. The District shall provide the basis for the transfer request to the committee in writing. The committee shall then deliberate and vote upon the request. For voting purposes, all members of the committee must be present to establish a quorum. A majority vote of the committee shall be binding on all parties and is not grievable. In the event of a draw, the Superintendent shall make the final decision. The Superintendent's decision may be grieved. However, the grievance must be filed at Step 3 and may not be advanced to binding arbitration. After the preceding steps have occurred, the Union and affected employee(s) will be notified thirty (30) days, or more if possible, before the change is implemented. In cases of involuntary transfers, secretaries and the Union, if requested, shall have the opportunity to meet with the Human Resources Officer or designee to discuss the transfer. Transfers that would result in a decrease or increase in compensation (i.e., weeks, hours or pay rate) are not permitted under this Article.**

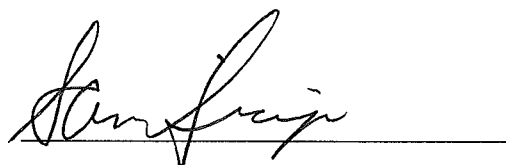
Lansing Association of Educational Secretaries,
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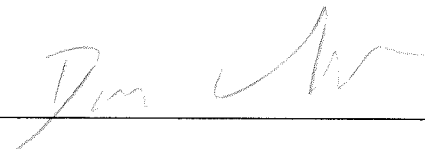
**LAES TENTATIVE AGREEMENT
Inclement Weather
March 22, 2013**

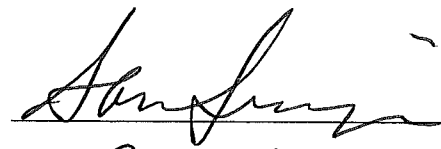
Article 19.02 (Inclement Weather)

When a secretary is unable to report to work before noon due to an inclement weather school closure, one-half day shall be deducted from his or her sick leave account to receive full compensation for the entire day.

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LAES TENTATIVE AGREEMENT

Furlough Days

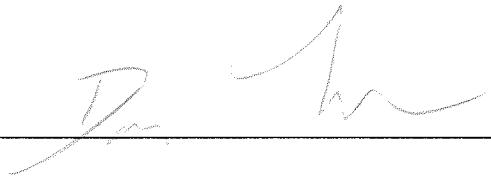
March 22, 2013

The parties agree that the furlough days that were present during the 2012-13 school year (Friday before President's Day and Memorial Day) shall continue in the 2013-2014, 2014-2015 and 2015-2016 school years.

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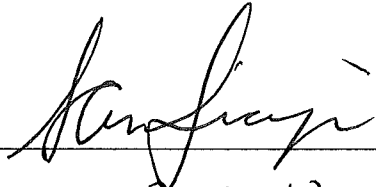
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LAES TENTATIVE AGREEMENT

Duration

March 22, 2013

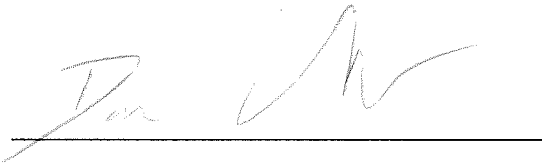
ARTICLE 32 (Duration)

With the exception of Article 24 (union security), all non-economic language in the collective bargaining agreement shall be effective July 1, 2013 and continue in effect until June, 30 2018. However, Article 24 shall be effective immediately upon ratification of this agreement and shall continue in effect until June 30, 2018.

Lansing Association of Educational Secretaries,
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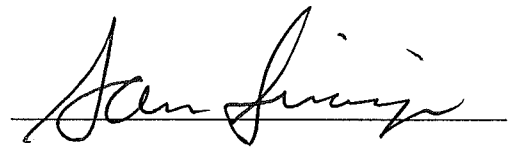
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LAES TENTATIVE AGREEMENT
Hold Harmless Language
March 22, 2013

ARTICLE 24 (Dues/Payroll Deduction)

The parties agree that if the District's funding is reduced/penalized by legislative action for extending Article 24, then the applicable sections of Article 24 shall be suspended (absent injunctive relief). If a member of the bargaining unit attempts to opt out consistent with the decision in MEA v Dame, 2003 WL 178808 (January 24, 2003) during the period of suspension, the District shall escrow applicable dues amounts. If funding is reinstated or a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 24 is unlawful, the suspension of Article 24 shall immediately be lifted and escrowed amounts plus interest shall be remitted to the Association.

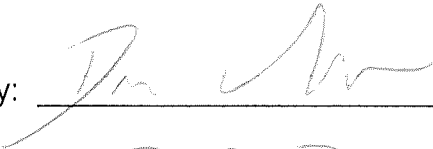
If a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 24 is lawful, then the issue of whether to reduce employee compensation shall be determined by the Association. If the Association elects to reduce employee compensation to address the loss of revenue, the suspension of Article 24 shall immediately be lifted and escrowed amounts shall be remitted to the association. If the Association does not elect to reduce employee compensation to address the loss of revenue, then the parties agree that Article 24 shall be retained in the master agreement, but shall have no effect unless PA 349 of 2012 is repealed or funding is reinstated.

ARTICLE 11 (Insurance)

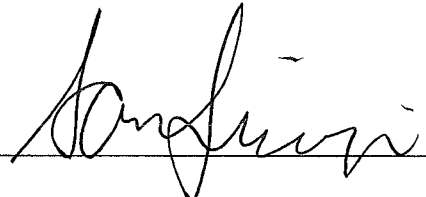
The parties agree that if the District's funding is reduced for allocating the agreed upon full family cap amount towards the aggregate pool under PA 152 of 2011 for individual and one child subscribers, the District shall escrow (absent injunctive relief) the difference between the agreed upon full family cap amount and the agreed upon individual and spouse cap amount. In the event a court of competent jurisdiction determines that the full family amount is inclusive of individual and one child subscribers, then the escrowed amounts plus interest shall be remitted back to LAES members to reimburse excess out of pocket premium contribution amounts incurred. The remittance shall be consistent with the smoothing formula in place during the period of escrow, if any.

If a court of competent jurisdiction determines that individual and one child is inclusive of individual and spouse under PA 152 of 2011, then the parties shall reconvene to calculate and adjust the smoothing based upon the modified aggregate pool.

Lansing Association of Educational Secretaries,
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LAES TENTATIVE AGREEMENT
Conditional Increase
March 22, 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 1.88 % of the amount in excess of Ten Million Dollars to LAES in on or off schedule compensation (inclusive of FICA and MPERS costs), not to exceed a 3% increase to the salary schedule, exclusive of step increments. It is also understood and agreed 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, total 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)

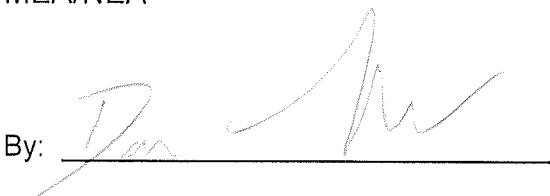
"General fund expenditures" used in the calculations will include all general fund expenditures and operating transfers for the fiscal period (see audit report: "Total expenditures" and under "Other financing sources (uses)" see "Transfers out"). Total Expenditures plus transfers out (note: transfers 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.

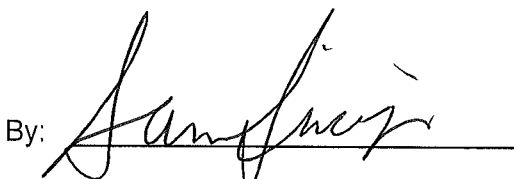
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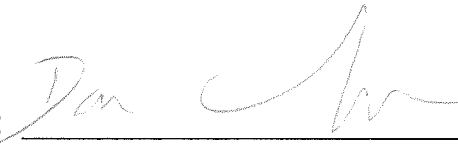
LAES TENTATIVE AGREEMENT
Position Exclusion
March 22, 2013

The parties agree to the removal of the 3.4 positions listed below from the bargaining unit. However, the Association does not waive its right to challenge unit placement of additional similar positions in the future (i.e., over and above the ratio existing after this TA is executed).


- Human Resources Front Desk Secretary (1.0)
- Human Resources Personnel Records Clerk (1.0)
- Human Resources Staff Coordinator (.4)
- Technology Department Secretary (1.0)

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LAES TENTATIVE AGREEMENT
Insurance Premium Contributions
March 22, 2013

The parties agree that, commencing July 1, 2013, and continuing through June 30, 2016, the District shall pay the maximum amount towards the cost of medical insurance premiums for each eligible employee within the LAES bargaining unit during each school year as is permitted by PA 152 of 2011. For 2013-2014, the contribution shall be a combined aggregate of 5,692.50 for employees with single coverage; 11,385 for employees with individual and spouse coverage; 15,525 for employees with family coverage. The aforementioned amounts for 2013/2014 shall increase by the maximum amount allowed under Section 3 of PA 152 of 2011 (medical component of CPI) during both 2014/2015 and 2015/2016 school years.

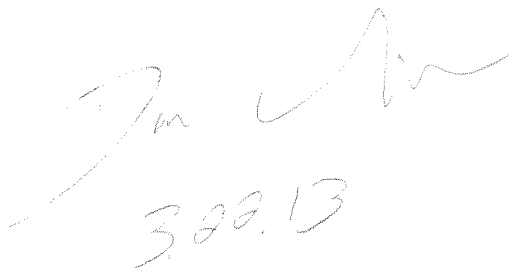
The District and LAES agree that the District shall allocate or smooth the aggregate amounts each year as mutually agreed with the LAES in the manner done during 12-13. LAES shall meet periodically with the District to discuss the smoothing of the premium. The District's contribution continues to be pro-rated for less than full-time employees pursuant to the terms and conditions of the existing agreement, and based upon actual dates of employment.

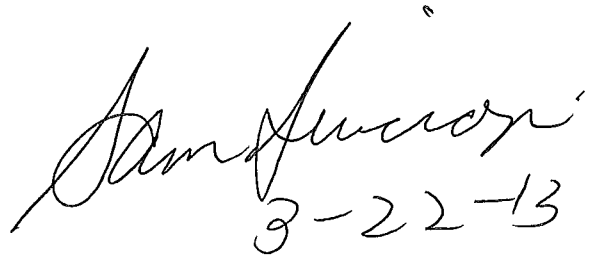
Employees electing medical insurance shall pay the difference, if any, pursuant to the District's Internal Revenue Code section 125 plan, unless the employee is participating in one of the offered MESSA ABC high deductible plans.

If the LAES decides to engage a change in insurance providers/policies/benefit that affects the premium costs for medical insurance for the LAES unit, it shall not result in an increase or decrease in the District's premium costs established in paragraph one (1) above. Before any changes in benefit design, eligible employees will receive at least 60 calendar days advance notice of the change, as currently required by federal law.

The above provisions expire June 30, 2016; thereafter, the District's costs towards medical insurance premiums shall not increase or decrease unless the parties otherwise mutually agree.

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