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6/30/2004

**AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL NO. 328**

AND

**DELTA-SCHOOLCRAFT INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION**

**Effective
July 1, 1999
June 30, 2004**

Delta-Schoolcraft Intermediate School District

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THIS AGREEMENT, entered into this 1st day of July, 1999, by and between **TEAMSTERS UNION LOCAL NO. 328**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, an organization hereinafter called the "Union" and the **DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT**, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:

ARTICLE 1

RECOGNITION, DUES, FEES AND PAYROLL DEDUCTIONS

- A. The Delta-Schoolcraft Intermediate School District Board of Education hereby recognizes Teamsters Union Local No. 328, as exclusive bargaining representative for secretarial personnel of the Delta-Schoolcraft Intermediate School District, excluding the Secretary to the Superintendent, the Secretary to the Director of Special Education, Secretary to the Director of Career-Technical Education, and the Business Assistant.
- B. The Board agrees not to negotiate with any other organization representing the secretarial personnel for the duration of this Agreement.
- C. Agency Shop: All secretarial staff, as a condition of employment, shall either join the Union or pay a representation fee lawfully charged as agreed upon by the Union. In the event the representation fee shall not be paid by the date set by the Union, the Board, upon receiving a signed statement from the Union indicating the employee has failed to comply with this condition, shall immediately notify said employee that he/she is not abiding by the terms of the Contract. The refusal of said employee to contribute fairly to the cost of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

If the Board, acting pursuant to a request of the Union, discharges an employee for failure to comply with the provisions of the agency shop provision and thereby authorize payment of dues or service fees that are lawfully charged, the Union agrees to indemnify and hold harmless the Board from any and all damages, costs, expenses, suits and judgments which may result from this provision. This indemnification shall include any and all costs and expenses of litigation, including, for example, reasonable attorneys' fees and any back pay and benefits, awarded by law. The Union shall defend such action at its own expense

with its own competent counsel. Each month, the Union shall notify the Board of the amount of the monthly dues/representation fee payable by all members of the Union and the equivalent amount payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The deduction of membership dues shall be made from one regular paycheck each month for ten (10) months beginning in September and ending in June of each year and the Board agrees promptly to remit to the Union all monies so deducted, accompanied by a list of secretarial staff from whom the deductions have been made.

ARTICLE 2

DEFINITION OF EMPLOYEE

- A. The term employee as hereinafter used in this Agreement means those employees represented by Teamsters Local No. 328.
- B. Full-time employees are defined as those who are scheduled 1,500 or more hours per school year.
- C. Part-time employees are defined as those who are scheduled for fewer than 1,500 hours per school year.
- D. Effective with the new hires after the date of this Agreement and excepting those executive secretarial positions enumerated in Article 1 A of this Agreement, union secretarial employees who perform the following duties:
 - a. typing and word processing
 - b. bookkeeping
 - c. filing and record keeping
 - d. ordering supplies and services
 - e. operating office machines, such as copy machines, fax machines, calculators
 - f. greeting visitors
 - g. answering telephones
 - h. recording and relaying messages
 - i. scheduling appointments and meetings
 - j. taking notes and minutes of meetings
 - k. collecting, sorting and processing mail
 - l. transcribing from dictation
 - m. other secretarial duties, as required

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

- A. Pursuant of the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in its employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Union and its representatives shall have the right to use the Intermediate Office Conference Room, when available, during non-working hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefor.
- C. Duly authorized representatives of the Union shall be permitted to transact official Union business in the Intermediate Office before or after working hours.
- D. The Union shall have the right, with the approval of the department director, to use the office facilities and equipment, including typewriters, duplicating equipment and all types of audio-visual equipment which are not otherwise in use. The Union shall pay for the cost of all materials and supplies incidental to such use.
- E. The Union shall have the right to post notices of Union concern on the official bulletin board in the Intermediate School office and annexes.
- F. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District.
- G. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and marital status.

ARTICLE 4

BOARD'S RIGHTS

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of employees, during the working day;
- B. To hire all employees and, subject to the provision of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish, alter or terminate programs and educational services.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 5

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operations and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Union accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- B. Emergency Closing of Schools: In the event that weather conditions or other acts of God require that the Intermediate School District be closed, the employer shall notify the employees by announcing said closing on local radio stations. Secretaries will not be required to report for the days as allowed by state law. Should the district be forced to

close beyond the aforementioned days, twelve (12) month secretaries are required to report as soon as feasibly possible. Twelve (12) month personnel may elect, in this situation, to utilize a vacation or personal business day without penalty.

- C. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 6

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Costs for producing copies of this agreement will be shared 50/50 between the union and the Board of Education.
- E. If there are any changes made to the bargaining unit relating to job descriptions, hiring of new members, layoff, reduction of hours or any other changes directly affecting the bargaining unit, the Union Representative is to be notified in writing.

ARTICLE 7

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties

undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without of the school district. The maximum number of bargaining representatives for both sides shall be limited to four (4). While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE 8

EMPLOYEE GRIEVANCE PROCEDURES

- A. A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

Step 1. In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her supervisor and may be accompanied by a Union representative. The grievance must be filed within five (5) working days of the occurrence of the alleged grievance, or within five (5) working days of when such events should reasonably have been discovered. If, as a result of the informal discussion with the supervisor, a grievance still exists, the employee may invoke the formal grievance procedure through the Union on a form which shall be available from the Union. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. Such written grievance shall be filed within five (5) working days of the response by the supervisor. Within five (5) working days of receipt of the grievance, the supervisor shall meet with the grievant and/or Union representative in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance, in writing, within five (5) working days of such meeting and shall furnish a copy thereof to the Union.

Step 2. If the Union is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) working days of written response or prior meeting. Within five (5) working days, the Superintendent, or designee, shall meet with the Union on the grievance and shall indicate his/her disposition of the grievance, in writing, within five (5) working days of such meeting and shall furnish a copy thereof to the Union.

Step 3. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting with the superintendent, the grievance shall be transmitted to the Board of Education within five (5) working days of written response or prior meeting. Within the five (5) working days, the Board shall meet with the Union on the grievance and shall indicate its disposition of the grievance, in writing, within five (5) working days of such meeting and shall furnish a copy thereof to the Union.

Step 4. Within five working days of the Board's written disposition at Step 3, the Union may request that the Michigan Employment Relations Commission assign a mediator to assist in settling the grievance. This mediator's recommendations for settlement shall not be binding on the parties.

Step 5. If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided, the matter may be referred to arbitration. The matter may be referred to arbitration only by the Union, provided that notice to refer the matter is given to the Board within fifteen (15) days from the date of the Board's written decision at Step 3. Within ten (10) days after the date of the written request for arbitration, a committee of the Board, or its designated representative, and the Union, or its designated representative, shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render the decision in writing. The arbitrator's decision shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application of interpretation of such provisions and shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan law.

- B. The arbitrator's fees and expenses shall be shared by the employer and the Union equally. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or requesting such participation.
- C. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. If the grievance is not advanced to the next step within the allotted time limit by either party, it shall be deemed abandoned by the party failing

to adhere to the time limit and shall be ruled in favor of the other party. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent and the employee or Union shall meet to determine adequate time limits which would expedite the processing of the grievance.

- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- E. The termination of a probationary employee shall not be subject to the grievance procedure.
- F. If an individual employee has a personal complaint which he/she desires to discuss with the Superintendent, he/she is free to do so without recourse to the grievance procedure.

ARTICLE 9

ILLNESS AND PERSONAL BUSINESS LEAVE

A. Sick Leave

1. Full-time employees shall be granted one (1) day paid sick leave for each 18 days worked, up to a maximum of 12. Sick leave may be taken on a half hour/hour basis upon notification to director/supervisor. Upon return from each appointment or sick leave usage, employee must report time used to Department Administrative Secretary.
2. The unused portion of such allowance shall accumulate from year to year with a maximum as follows: 1999/2000 - 113 days; 2000/2001 - 118 days; 2001/2002 - 121 days; 2002/2003 - 124 days; 2003/2004 - 127 days. The Board shall furnish a written statement at the beginning of each work year setting forth the total amount of sick leave.
3. Sick leave shall be allowed for the illness of an employee, including absences due to maternity or for the illness or death of a member of the employee's immediate family, defined to include spouse, parent, parent of spouse, child, brother, sister, grandparents, or IRS qualified dependent living in the household. No more than five (5) days leave per year shall be allowed for illness or death of the employee's immediate family. The superintendent may extend the five (5) day per year limitation in extraordinary cases.
4. An employee may use sick leave for dental and medical appointments of a personal or family nature.

5. Upon retirement, employee will receive 20% of up to 120 days of accumulated sick leave but not to exceed \$3,500.00.

B. **Personal Leave Days**

At the beginning of every school year, each employee shall be credited with two (2) personal days prorated by time worked. One (1) additional day of personal leave can be used and deducted from sick leave. Personal leave must not be taken on the first or last day of the official school year. A limit of one person, based on seniority and rotation, is entitled to take a personal business day before or after a scheduled holiday recess. Application deadlines and rotation schedules will be the responsibility of the Union. Prior notification must be given to the appropriate supervisor. Unused personal days can be accumulated up to four days. After four days are accumulated, additional earned days will be put into sick leave.

C. **Jury Duty**

An employee called for jury duty or subpoenaed to testify during working hours in any judicial or administrative matter, or required to testify at any arbitration or fact-finding hearing, who is reimbursed, shall reimburse the employer for any money received, except any mileage allowance.

D. **Physical Examinations**

The Employer may require an employee to submit to a physical examination by, or written documentation from, a licensed physician in order to ascertain an employee's health status during sick leave.

All costs associated with any required medical examinations shall be borne by the Employer.

The Employer may also require an employee who has been on extended sick leave of thirty (30) calendar days or longer, to submit written confirmation from a licensed, attending physician attesting to the employee's physical and/or mental capacity to perform her essential job functions.

ARTICLE 10

UNPAID LEAVES OF ABSENCE

Recognizing that the provisions of the Family and Medical Leave Act are effective for the

bargaining unit during the term of their 1999/2004 Contractual Agreement, the parties desire to make the following amendments to the provisions of their contract:

LEAVES OF ABSENCE

Article 10 - Illness or Personal Leave

- A. An eligible employee (as defined by the Family and Medical Leave Act) who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, shall be granted an unpaid leave of absence for the duration of the illness or disability for a period of up to twelve (12) weeks. This leave may be extended for a period of up to an aggregate period of one (1) year, at the discretion of the Board. For the years of 1999/2000, 2000/2001, and 2001/2002 employees may retain up to three days sick leave prior to starting an unpaid leave of absence. For the years 2002/2003, and 2004/2005 up to five days of sick leave may be retained prior to starting an unpaid leave of absence.
1. Employees requesting leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances.
 2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include:
 - (a) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
 - (b) Diagnosis of the illness or disability;
 - (c) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider); and
 - (d) Indication of whether in-patient hospitalization is required.
 - (e) Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.

3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (in consultation with the Union, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Union. The cost of this examination shall be paid by the Board.
4. The Board shall have the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.
5. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

If a bargaining unit member begins a leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return to work during the three (3) week period immediately before the conclusion of the semester.

6. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is certified (or approved, as applicable) and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
7. The Board of Education will continue premium payments for fringe benefits up to six (6) months only for an employee who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.
8. Where an employee requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the employee:

- (a) take leave for the duration of the planned treatment

-OR-

- (b) transfer temporarily to an alternative position for which the employee is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment.

Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

B. A leave of absence shall be granted to an eligible employee to enable him/her to assist before, during, and after the birth (or adoption or foster care placement) of a child. This leave shall be for a period of up to one (1) year and must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extensions shall be at the Board's discretion.

1. Employees requesting leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth or placement requires leave to begin in less than thirty (30) days, notice shall be given by the employees as promptly as is practicable under the circumstances.
2. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
 - (a) If a bargaining unit member begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return to work during the three (3) week period immediately before the conclusion of the semester.
 - (b) If a bargaining unit member begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.
 - (c) If a bargaining unit member begins leave during the three (3) week period

before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.

3. Upon return from said leave, the employee shall be reinstated to the former position, or to a position of like nature, seniority and salary schedule position held prior to commencement of the leave. Assignment to a position for which the employee is certified (or approved, as applicable) and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff.
4. Should the course of nature be interrupted or should the death of the child occur within the period of leave, the above rules pertaining to duration and return from leave may be relaxed under such conditions as the Board of Education may prescribe.
5. The Board of Education will continue premium payments for fringe benefits up to twelve (12) weeks for an employee who has been granted an unpaid leave under this section. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or reoccurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

All other provisions of the contractual Agreement, not specifically replaced, modified or superseded by Article 10, shall remain unaffected thereby.

- C. An employee on unpaid leave of absence or receiving disability benefits will not earn vacation days, sick days, seniority or be paid for holidays.
- D. This article will become null and void for any employee who is employed elsewhere during an unpaid leave of absence.

ARTICLE 11

SENIORITY

- A. Any employee whose position has been eliminated may replace any less senior employee, provided he/she is qualified for the position.

- B. Seniority shall accrue on the date of first regular employment, including the probationary period and any part-time employment as a member of this Union. Seniority shall continue to be earned as long as the employee is dutifully employed, or drawing pay from their accumulated sick leave, and receiving a paycheck from the Intermediate School District.
- C. Seniority shall be broken only by discharge for just cause, or voluntary resignation.
- D. Should a member accept another position with the Board outside the terms of this Agreement, seniority is terminated.
- E. The Board shall prepare and provide the Union steward with a seniority list no later than October 15 of each year. Members shall have the right to contest their placement on the list for a thirty-day period following receipt of the annual seniority list.
- F. In the event that two or more members share the same date of hire by the Board, a drawing shall be held in their presence to determine seniority. This drawing shall be held within thirty (30) days of their first day of work.
- G. New employees shall serve a probationary period of thirty (30) business days during which discipline and discharge shall not be subject to the grievance procedure.
- H. Should an employee transfer to a position which results in either an increase or decrease in hours, seniority shall be pro-rated accordingly, predicated on a full time basis of 8 hours per day, 188 days per year (1504 hours, rounded off to 1,500 hours).

Example:

Former Position: 4 hours @ 188 days
 Seniority: .5/year

Calculation: 188 days x 4 hours/day = 752 hours divided
 by 1,500 hours (full time) = .50

New Position: 6 hours @ 230 days
 Seniority: .92/year

Calculation: 230 days x 6 hours/day = 1,380 hours divided
 by 1,500 hours (full time) = .92

ARTICLE 12

WORKING CONDITIONS

- A. The duties of the secretarial staff of the Delta-Schoolcraft Intermediate School District

office will be governed by the job description as drafted by the Superintendent in compliance with this Agreement.

- B. The employees shall be reimbursed for mileage/per diem at the approved IRS rate for transacting any district business requested by the Superintendent and/or supervisor requiring the use of his/her car.
- C. Full time employees shall be given two fifteen (15) minute breaks each day; one in the morning and one in the afternoon and a one half-hour lunch break on a schedule during which time they shall be available for service.
- D. Each employee shall receive a copy of his/her current job description which will serve as the basis for his/her annual performance review by the Employer.
- E. Upon request, meetings will be held between employees and their supervisors to discuss items of mutual interest such as innovative office policies and general office procedures.

ARTICLE 13

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board declares its support of the policy of filling secretarial vacancies, from its own staff whenever possible. If a secretarial vacancy occurs or is anticipated, the superintendent shall post a notice of vacancy for a period of ten (10) work days. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district and other relevant factors.

ARTICLE 14

DISCIPLINE AND DISCHARGE

The employer shall not discipline, suspend, nor discharge an employee without establishing just cause. The employee shall have access to the grievance procedure set forth in Article 8 of this Agreement.

ARTICLE 15

SALARIES

- A. See "Salary Schedule."
- B. New employees shall be hired at the base rate for 10 or 12 months.

- C. Each new employee shall serve a thirty (30) business day probationary period.
- D. Length of the regular work day shall be based on hours specified for his/her job position.
- E. Special Training and Education: Employees will be expected to participate in appropriate training and education programs as specified by the Superintendent or his designee.

ARTICLE 16

PAYROLL

- A. Employees shall select 20 or 26/27 pay periods before May 1 of the preceding school year.
- B. Changes in payroll deductions, insurance, etc., are the responsibility of the employee and must be clarified with the Business Office.

ARTICLE 17

INSURANCE BENEFITS

- A. **Health Insurance:** Health insurance is available with up to the full family paid by the Board at MESSA Super Care I \$5.00 generic co-pay prescription rate, \$100/\$200 deductible. If health insurance is not needed, the employee may apply up to 80% of the single subscriber MESSA Super Care I, \$5.00 generic co-pay prescription rate, \$100/\$200 deductible premium rate to options, TSA or receive it in salary. If the insurance premium increases more than 10% over the previous year, employee and board will equally share costs above 10% (years 2-5 of this contract).
- B. **Dental Insurance:** Ultradent 80-90-100 Incentive Plan with \$1000 maximum per person, per contract year. Orthodontic Rider pays 80% of treatment costs with a \$1,500 maximum per person lifetime up to age 19.
- C. **Vision Insurance:** MEBS - Silver Vision Plan.
- D. **Disability Insurance:** Long term disability insurance will be provided with a 90 day waiting period with the difference in premium from MESSA Super Care I and the insurance carrier selected by the Board. If any premium remains, the employee may apply it to options. If the difference is not adequate to cover the group long term disability plan, the difference will be deducted from the employee's pay (see Letter of Agreement relative to long term disability coverage at the end of this contract).

- E. Part-time employees working less than 1,500 hours will receive prorated benefits.
- F. All employees will receive Term Life Insurance as follows: 1999/2000 = \$25,000; 2000/2001 = \$30,000; 2001/2002 = \$35,000; 2002/2003 = \$40,000; 2003/2004 = \$45,000.

ARTICLE 18

VACATIONS

- A. Vacations will be taken at the convenience of the Employer conforming with the requirements of the individual departments. Vacation days must be used in the year following the year in which they were earned, except that an employee may carry up to five (5) vacation days into the next fiscal year. An employee should consult with his/her supervisor each year concerning his/her vacation allowance and the time to be scheduled. Whenever possible, employees with the longest service will be given first choice of vacation days.

Employees shall be entitled to vacation at their regular rate of pay and shall receive payment for each week of vacation in an amount equal to their earnings received for a regular week of work.

- B. Vacations with pay are based on the following:

- 1. **FULL TIME EMPLOYEES** - Twelve Month Status

- a. Vacations are normally taken at the completion of the school year. However, requests for up to five (5) vacation days during the school year will be considered on an individual basis.
- b. Vacation days are earned for each full month of employment (i.e., from the first through the last working day of the month) and is not prorated for partial months worked.
- c. Vacation days are earned as follows:
 - 1 through 7 years 12 days per year
 - 8 through 20 years 18 days per year
 - 21 years and over 22 days per year
- d. An employee who terminates employment with the Intermediate District after twelve (12) months employment will receive pay for unused vacation

according to the vacation plan, if the employee leaves in good standing and with at least two (2) weeks notice of his/her intent to leave. In case of death, the pay for unused vacation will be paid to the beneficiary or the estate of the deceased employee.

ARTICLE 19

HOLIDAYS

1 day	Labor Day
2 days	Thanksgiving
6 days	Christmas (Christmas Day, three days between Christmas and New Year's, New Year's Eve and New Year's Day)
1 day	Good Friday
1 day	Memorial Day
<u>1 day</u>	Fourth of July
12 days	

Full-time employees will receive their regular rate of pay for the above holidays during the course of their employment.

School year employees to receive holidays when worked.

ARTICLE 20

MISCELLANEOUS REIMBURSEMENTS

Positions which require contacting substitute teachers will receive additional reimbursement as follows:

<u>1999/2000</u>	<u>2001/2002</u>	<u>2003/2004</u>
<u>2000/2001</u>	<u>2002/2003</u>	
\$275/yr - Learning Center	\$300/yr - Learning Center	\$325/yr - Learning Center
\$225/yr - Career-Tech Ed	\$250/yr- Career-Tech Ed	\$275/yr - Career Tech Ed
\$175/yr - Fitzharris H.S.	\$200/yr - Fitzharris H.S.	\$225/yr - Fitzharris H.S.

ARTICLE 21

SCHOOL CALENDAR

The Delta-Schoolcraft Intermediate School District calendars will be distributed to employees as soon as they are approved by the Board of Education. Calendars for the five years covered in this contract have not been developed at this time.

Secretaries who work 188 days are to begin 3 days before school starts in the Fall and work 2 days after school ends in the Spring.

ARTICLE 22

TERMS OF AGREEMENT

This Agreement shall be in effect from July 1, 1999 through June 30, 2004.

TEAMSTERS UNION LOCAL NO 328

By: Susan Spolke
(Business Agent)

By: Luis A. Pinar
(Union Steward)

DELTA-SCHOOLCRAFT I.S.D.

By: Lou Maniaci
(President)

By: William J. Stamb
(Superintendent)

Teamsters Secretarial Salary Schedule

<u>STEP</u>	<u>1999/2000</u>	<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>	<u>2003/2004</u>
1-4	\$10.25/hr	\$10.50/hr	\$10.75/hr	\$11.00/hr	\$11.25/hr
5-8	\$11.50/hr	\$11.75/hr	\$12.00/hr	\$12.25/hr	\$12.50/hr
9-12	\$12.75/hr	\$13.00/hr	\$13.25/hr	\$13.50/hr	\$13.75/hr
13-16	\$14.00/hr	\$14.25/hr	\$14.50/hr	\$14.75/hr	\$15.00/hr
17-20	\$15.25/hr	\$15.50/hr	\$15.75/hr	\$16.00/hr	\$16.25/hr
21-23	\$16.50/hr	\$16.75/hr	\$17.00/hr	\$17.25/hr	\$17.50/hr
*24+	\$16.80/hr	\$17.05/hr	\$17.30/hr		

*Step 24+ is eliminated after 2001/2002

LETTER OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL 328
AND
DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

Due to a combination of rate increases in health insurance and LTD costs, the residual effect was a loss of sufficient monies over and above the cost of health insurance to cover LTD for all bargaining unit members. For the length of this contract only, the parties agree to the following:

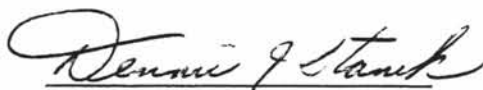
Teamster union members will receive health benefit allotments as described in the tentative agreement referenced in a letter dated July 13, 1999 approved by the Teamster's bargaining unit.

The difference between allotted amounts and actual health insurance costs are to be expended for LTD first and if any remainder exists, the employee may select other available options.

Should the difference between the allotment and actual costs be insufficient to cover LTD, the employee will be held harmless for the additional costs.

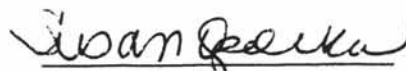
In consideration for this concession, the union agrees to provide to the board:

1. One year written notification of their intent to retire in order to allow the Board to budget accordingly in light of the new contractual term allowing for the payment of unused sick time.
2. In the event of extenuating and/or unforeseen circumstances which would make it impossible to give a one year notice, the one year notice requirement will be waived, but as much notice as possible shall be given to the Board
3. Likewise, if notice has been given and events arise which would delay retirement, the employees may rescind their notice of retirement, one time only, with 90 days notice.



Dennis J. Stanek, Supt.
Delta-Schoolcraft I.S.D.

9/20/99
Date



Susan Opolka, President
Teamsters Union

9-21-99
Date

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
1999/2000 SCHOOL YEAR

Approved
9/09/99

	<u>WEEK</u>	<u>NO. OF DAYS</u> <u>INSTRUCTION</u>	<u>N.I.</u> <u>DAYS</u>	
Aug.	23-27	2	1	Orientation - Aug. 25
Aug/Sept	30-03	5		
	06-10	4		Labor Day - September 6
	13-17	5		
	20-24	5		
Sept/Oct	27-01	5		
	04-08	5		
	11-15	5		
	18-22	5		
Nov.	25-29	5		
	01-05	5		
	08-12	5		
	15-19	4		Deer Day - November 15
Nov/Dec.	22-26	2		Thanksgiving - Nov. 24, 25, 26
	29-03	5		
	06-10	5		
	13-17	5		
	20-24	3		Christmas Recess Begins 12/23
Jan.	27-31	0		
	03-07	5		Classes Resume Jan. 3
	10-14	5		
	17-21	<u>4</u>	<u>1</u>	
		94	2	
Jan.	24-28	5		
Jan/Feb.	31-04	5		
	07-11	5		
	14-18	5		
	21-25	5		
Feb/Mar.	28-03	5		
	06-10	5		
	13-17	5		
	20-24	5		
	27-31	0		Spring Break
April	03-07	5		
	10-14	5		
	17-21	4		Good Friday - April 21
May	24-28	4		Easter Monday - April 24
	01-05	5		
	08-12	5		
	15-19	5		
May/June	22-26	5		
	29-02	<u>3</u>	<u>1</u>	Memorial Day - May 29
		86	1	

$$94 + 86 = 180 + 3 = 183 \text{ days}$$

*Any days lost beyond those allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
2000/2001 SCHOOL YEAR

Approved
9/09/99

	<u>WEEK</u>	<u>NO. OF DAYS INSTRUCTION</u>	<u>N.I. DAYS</u>	
. Aug/Sept Sept.	28-01	4	1	Orientation - August 28
	04-08	4		Labor Day - September 4
	11-15	5		
	18-22	5		
	25-29	5		
Oct.	02-06	5		
	09-13	5		
	16-20	5		
	23-27	5		
Oct /Nov.	30-03	5		
	06-10	5		
	13-17	4		Deer Day - November 15
	20-24	2		Thanksgiving - Nov. 22, 23, 24
Nov/Dec.	27-01	5		
	04-08	5		
	11-15	5		
	18-22	5		
	25-29	0		Christmas Recess Begins 12/25
Jan.	01-05	4		Classes Resume Jan. 2
	08-12	5		
	15-19	<u>4</u>	<u>1</u>	
		92	2	
Jan.	22-26	5		
. Jan/Feb.	29-02	5		
	05-09	5		<u>*3 day weekend to be announced</u>
	12-16	5		
	19-23	5		
Feb/Mar.	26-02	5		
	05-09	5		
	12-16	5		
	19-23	5		
April	26-30	0		Spring Break
	02-06	5		
	09-13	4		Good Friday - April 13
	16-20	4		Easter Monday - April 16
	23-27	5		
Apr/May	30-04	5		
	07-11	5		
	14-18	5		
	21-25	5		
May/June	28-01	4		Memorial Day - May 28
June	04-08	<u>2</u>	<u>1</u>	
		88	1	

$92 + 88 = 180 + 3 = 183 \text{ days}$

*Any days lost beyond those allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
2001/2002 SCHOOL YEAR

Approved
9/09/99

	<u>WEEK</u>	<u>NO. OF DAYS INSTRUCTION</u>	<u>N.I. DAYS</u>	
Aug.	27-31	4	1	Orientation - August 27
Sept.	03-07	4		Labor Day - September 3
	10-14	5		
	17-21	5		
	24-28	5		
Oct.	01-05	5		
	08-12	5		
	15-19	5		
	22-26	5		
Oct /Nov.	29-02	5		
	05-09	5		
	12-16	4		Deer Day - November 15
	19-23	2		Thanksgiving - Nov. 21, 22, 23
	26-30	5		
Dec.	03-07	5		
	10-14	5		
	17-21	5		
	24-28	0		Christmas Recess Begins 12/24
Dec/Jan.	31-04	3		Classes Resume Jan. 2
	07-11	5		
	14-18	<u>4</u>	<u>1</u>	
		91	2	
<hr/>				
Jan.	21-25	5		
Jan/Feb.	28-01	5		
	04-08	5		<u>*3 day weekend to be announced</u>
	11-15	5		
	18-22	5		
	25-01	5		
Feb/Mar.	04-08	5		
	11-15	5		
	18-22	5		
	25-29	0		Spring Break - Good Friday Mar. 29
	01-05	4		Easter Monday - April 1
April	08-12	5		
	15-19	5		
	22-26	5		
	29-03	5		
Apr/May	06-10	5		
	13-17	5		
	20-24	5		
	27-31	4		Memorial Day - May 27
May	27-31	4		
June	03-07	<u>2</u>	<u>1</u>	
		89	1	

$91 + 89 = 180 + 3 = 183 \text{ days}$

* Any days lost beyond those allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.



