

**AGREEMENT BETWEEN  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS  
LOCAL NO. 214**

and

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

Effective  
July 1, 2009  
June 30, 2012

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THIS AGREEMENT, entered into this 1st day of July, 2009, by and between **TEAMSTERS UNION LOCAL NO. 214**, 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. 214, 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 after 90 business days of employment 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. 214.
- 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
- E. The employer will determine, following discussion with the employee, whether comp time or wages will be earned for time worked over 40 hours. The excessive use of flex time will result in a meeting with Union and Administration to discuss.

## 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 there for.
- 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 first 30 hours of closure as allowed by state law. If the district is forced to close beyond the 30 allowable hours, secretaries will make up the hours at the end of the school year unless otherwise arranged with their supervisor. 12 month secretaries may elect to utilize personal or vacation time to address make up time if they choose. Part time positions will be pro-rated according to the amount of time they are employed. ie  $\frac{1}{2}$  time x 30 hours = 15 hours allowed.

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 prior to posting.

## 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

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. Extended leaves will be considered on a case by case basis.
4. An employee may use sick leave for dental and medical appointments of a personal or family nature.
5. Upon retirement (defined as eligible to receive MPSERS benefits) an employee shall receive 20% of their regular contracted salary not to exceed \$4,500.00. Regular contracted salaries are those quoted in the salary agreement and do not include reimbursement for summer work unless the position is a 12 month position. In both cases, the payment will be made into a tax deferred special pay plan on behalf of the employee. In the event of the death of the eligible employee the payment shall be made to the beneficiary on file.
6. An employee terminated for just cause will not qualify for a retirement payment.

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. Two (2) additional days 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. Prior notification and approval from supervisor must be secured if the request is linked to a holiday recess.

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 2009/2012 Contractual Agreement, the parties desire to make the following amendments to the provisions of their contract:

- A. An eligible employee (as defined) who is unable to work because of personal illness or disability, or the personal illness or disability of a qualified family member will be placed on FMLA. It is understood that all available paid sick leave will be used concurrently with any remainder of the 12 twelve weeks unpaid.
- B. All provisions of FMLA apply to eligible employees.
- 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 certified and qualified for the position. Employees shall become certified and continue to remain certified as required by all applicable state and/or federal laws and regulations or agencies.
- 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 or from worker's compensation insurance agencies.
- 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 ninety (90) 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.

Probationary employees shall not have access to, nor utilize the grievance procedure.

### 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 ninety (90) 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 in the form of MESSA Choices II Program with a \$10/\$20 Drug Card and cash in lieu of insurance will be based on those premiums. Employees receiving health care insurance will contribute in eight (8) equal payments (October-May) the amount equal to the monthly contribution for 12 months as shown below.

	<b>Full Family</b>	<b>Couple</b>	<b>Single</b>
<b>2009/2012</b>	50.00	30.00	10.00

- 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:** VSP III.
- D. **Disability Insurance:** Long term disability insurance will be provided with a 90 day waiting period with the difference in premium from MESSA Choices II 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). Effective September 1, 2010 Long term disability will begin after a 29 day waiting period.
- E. Part-time employees working less than 1,500 hours will receive prorated benefits.
- F. All employees will receive Term Life Insurance as follows: 2009/2012 - \$50,000.00.

**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 (Dormant as of 7/1/2009):

2007/2008- 2008/2009  
\$350.00/year - Learning Center  
\$300.00/year - Career Tech Ed  
\$250.00/year - Fitzharris H.S.

**ARTICLE 21**

**SCHOOL CALENDAR**

The Delta-Schoolcraft Intermediate School District calendar for 2009/2010 is included with this contract. The calendars for upcoming years will be distributed upon approval by the Board of Education.

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, 2009 through June 30, 2012.

Teamsters Secretarial Wage Schedule

STEP	Previous Contract 2008-2009	STEP	2009-2010	1% 2010-2011	1% 2011-2012
-	-	-	-	-	-
1-4	12.47	1-4	12.90	13.03	13.16
5-8	13.72	5-8	13.72	13.86	14.00
9-12	14.97	9-12	15.25	15.40	15.56
13-16	16.22	13-16	17.30	17.47	17.65
17-20	17.47	17-19	18.75	18.94	19.13
21+	18.72	20-21	19.75	19.95	20.15
		22+	20.05	20.25	20.45

TEAMSTERS UNION LOCAL NO 214

By: *Louis Bug*  
(Business Agent)

By: *Susan Regall*  
(Union Steward)

DELTA-SCHOOLCRAFT L.S.D.

By: *Bonnie Daniel-Kutz*  
(President)

By: *Michael J. [Signature]*  
(Superintendent)



Delta-Schoolcraft Intermediate School District  
2009/2010 School Calendar

Board Approved  
on 5/14/2009

Month	Week	Days of Instruction	Non-Instruction Days	Days Off/ Holidays/ Professional Development
Aug/ Sept	31-4	0	2	9/2- Orientation, 9/3- Prof Dev. Day,
	7-11	4		9/4- Pre-Labor Day
	14-18	5		9/7- Labor Day
	21-25	5		
Sept/Oct	28-2	5		
	5-9	5		
	12-16	5		
	19-23	5		
Nov	26-30	5		
	2-6	5		
	9-13	5		
	16-20	5		11/15- Deer Day (Sun.)
Nov/Dec	23-27	2		11/25-11/27- Thanksgiving Break
	30-4	5		
	7-11	5		
	14-18	5		
Dec/Jan	21-25	0		12/21-12/25- Christmas Break
	28-1	0		12/28-1/1- Christmas Break
	4-8	5		
	11-15	5		
	18-22	5		
	25-29	4	1	128- Last Day of 1 <sup>st</sup> Semester – 1/29- Records Day
		<b>90</b>		
Feb	1-5	5		2/1- 1 <sup>st</sup> Day of 2 <sup>nd</sup> Semester
	8-12	4	1	2/12- Professional Development Day (No Students)
	15-19	4		2/15- President's Day
	22-26	5		
Mar	1-5	5		
	8-12	5		
	15-19	5		
	22-26	5		
Mar/Apr	29-2	0		3/29-4/2- Spring Break – 4/2 Good Friday
	Apr	5-9	5	
May	12-16	5		
	19-23	5		
	26-30	5		
	3-7	5		
May/Jun	10-14	5		
	17-21	5		
	24-28	5		
	31-4	4		5/31- Memorial Day
May/Jun	7-11	5		
	14-18	1	1	6/14- Last Day of 2 <sup>nd</sup> Semester 6/15- Records Day
		<b>88</b>	<b>2</b>	
<b>TOTAL</b>	<b>DAYS</b>	<b>178</b>	<b>5</b>	<b>178 + 5= 183</b>

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.