

**A G R E E M E N T**

**between**

**IDA PUBLIC SCHOOLS**

**- and -**

**TEAMSTERS LOCAL 214**

**July 1, 2011 through June 30, 2014**

**IDA PUBLIC SCHOOLS**

**Teamsters Local 214**

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## **PURPOSE OF AGREEMENT**

This AGREEMENT made and entered into on July 1, 2011, by and between Ida Public Schools, located at Ida, Michigan, party of the first part and hereinafter termed the Employer and Local Union No. 214 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Detroit, Michigan, party of the second part, hereinafter called the Union.

## **GENERAL STATEMENT**

It shall be the endeavor of this District to secure the best available employees. All selections and promotions shall be based on ability, workmanship, suitability and seniority. There shall be no discrimination towards candidates or employees because of sex, race, color, religion or national origin.

## **ARTICLE I**

### **RECOGNITION, AGENCY SHOP AND DUES**

Section 1. Under the current contract, the Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those covered by this Agreement and listed hereinafter.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 3. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for member in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Section 4. In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 5. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of the Union and pay such amount deducted to the Union for each and every employee working in the classifications hereinafter set forth; provided however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the union.

Section 6. New employees hired into a new job classification covered under this Agreement shall be considered as probationary employees for the first sixty (60) working days of their employment. When the employee completes the sixty (60) working day probationary period, he shall be entered on the seniority list of the job classification and shall rank for seniority from the original day of hire provided there is continuous employment.

## **ARTICLE II**

### **SEPARABILITY AND SAVINGS CLAUSE**

Section 1. If any provision of any Article or Section is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

## **ARTICLE III**

### **SENIORITY**

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work, insufficient funds or other legitimate cause, the last employee hired shall be the first employee laid off provided the employee

retained has the ability to perform the required work satisfactorily, and the last employee laid off shall be the first employee rehired.

In the laying off and the rehiring of employees, the particular work performed by said employee will be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoffs and rehire of employees.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority at the beginning of each six months. This list shall be posted in a conspicuous position (bulletin board) at the place of employment.

Section 3. Seniority shall be broken only by discharge, voluntary quit or layoff of a period of more than two years. Seniority rights for employees shall prevail at all times except as limited herein.

Section 4. In the event of layoff, an employee so laid off shall be given two weeks notice of recall to work mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

#### **ARTICLE IV**

#### **JOB OPENINGS**

Section 1. All vacancies in custodial and maintenance services shall be subject to seniority and ability and shall be posted for bids. Posting shall be at a conspicuous place (bulletin board) for a period of five working days, so that all eligible employees will

receive notice of the vacancy or new position open for bid.

Section 2. The qualifications for such new position or vacancy shall be based on seniority and ability to do the required work. The employees fulfilling the requirements shall be given 60 working days to qualify, and if such employee does qualify, his rate of pay for such new position or vacancy shall begin in the first working day. If the employee, in the opinion of his supervisor or the Union, is unable to perform the duties satisfactorily of the new position, he shall revert to his former position and another employee shall be given such 60 days qualifying period.

Section 3. In all cases of vacancy of new position, the employee with seniority must present himself and be available within five working days after notification of the vacancy. If the employee is on vacation, the Employer shall notify such employee of the new position upon his return from vacation.

Section 4. An employee may exercise his rights to refuse promotion or transfers of a promotional nature without loss of seniority or bias.

Section 5. Voluntary transfers may be made as the result of a written request from the employee to the supervisor. Such transfer requests should be made with knowledge of the department head or school principal under whom the employee is working at the time the request is made. All voluntary transfers have a ten (10) working day probationary period. If the employee is dissatisfied with his/her new position, then he/she shall notify his/her supervisor and request a return to his/her former position. If the supervisor agrees to this change, another employee will then be given a ten (10) day probationary period. If no

other employee wishes to apply, then the least senior custodian will be moved to the vacant position.

Section 6. In the event an employee is transferred from one position to another in the same classification, the hourly pay rate will remain the same as was paid in the position the employee formerly occupied. If an employee is transferred to a lower classification at the employee's request, the employee will receive the hourly rate called for in the classification the employee is assigned.

Section 7. A regular employee temporarily assigned to a position of a higher classification shall receive the higher rate of pay. (As a guide - at least two (2) hours out of classification.)

## **ARTICLE V**

### **DISMISSAL - SUSPENSION & DISCIPLINARY ACTION PROCEDURE**

Section 1. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union if the employee is a member of said Union. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.



4. Disorderly or immoral conduct.
5. Incapacity due to mental or physical disability.
6. Incompetency or inefficiency
7. Insubordination.
8. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
9. Neglect of duty.
  
10. Negligence of willful damage to public property, waste or misappropriation of public supplies or equipment.
11. Violation of any lawful regulation or order made by a supervisor.
12. Willful violation of any provision of this contract.
13. Deliberate falsification of records and reports.

All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Superintendent.

Section 2. An employee may be dismissed, suspended or disciplined pending investigation and discussion, and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay.

Section 3. If the dismissal or suspension is sustained under the procedure outlined in Grievance Procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.

Section 4. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.

Section 5. In any case of dismissal, suspension or disciplinary action, the employee, if he so desires, may request an investigation. This request must be written and presented to their supervisor within five (5) working days from the date of dismissal, suspension or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided for in Article VI.

## **ARTICLE VI**

### **ARBITRATION & GRIEVANCE PROCEDURE**

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: By conference between the aggrieved employees, the Steward, or both, and the foreman and/or department head. It shall be the responsibility of the aggrieved to reduce any grievance to writing, on the regular grievance form provided by the Local Union, within five (5) working days of the alleged grievance.

Step 2: Before proceeding to Step 3, a hearing between the Union representative and the Superintendent and/or their representatives will be held within ten (10) working days and a decision will be rendered in seven (7) working days after the meeting.

Step 3: In the event the last step fails to settle the complaint, it shall be referred to arbitration upon the request of either the Union or the Employer. The Teamsters Local 214 Grievance Panel shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

Either party may demand arbitration. The party first demanding arbitration shall give two (2) days notice in writing to the other party of its desire to arbitrate. The arbitration board

shall consist of three (3) people, one (1) to be selected by the Employer and one (1) to be selected by the Union, and the two (2) so selected, if they themselves cannot settle the dispute, shall agree upon a third (3rd) person who shall act as chairman of this arbitration board. This board shall be selected within ten (10) days after the request of arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of third (3rd) person within fifteen (15) days of their appointment, the third (3rd) person shall be designated by the Employment Relations Commission in accordance with its procedures. The decision of the majority of the Board shall be considered a decision of the Board; provided further, that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are submitted to said board of arbitration; there shall be no strikes, lockouts, cessation of employment or change in the employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article, shall result in forfeiture of all rights provided by this Agreement. Arbitration costs shall be shared equally by both parties.

The Arbitration Board shall have no power to add to, subtract from, or modify this Agreement or to declare any provision of this Agreement illegal.

## **ARTICLE VII**

### **SICK LEAVE**

The following sick leave policy is applicable to full-time employees covered by this Agreement:

- a. An employee absent from duty due to illness or injury shall be paid full salary for the period of said absence covered by earned sick leave.
- b. The number of days sick leave not used during the year shall be placed to the credit of the employee not to exceed 150 days in accumulation in his or her sick leave bank.
- c. Sick leave is accumulated on the basis of one (1) day per month of employment.
- d. A medical certificate may be required by the supervisor at the employer's expense as evidence of an employee's illness or injury.
- e. An employee who reports on sick leave must notify the home or the office of the supervisor not later than four hours prior to starting time before compensation will be allowed except in cases of emergency. An employee must report or make arrangements each day of sick leave.
- f. Sick leave may be used for the serious illness of a member in the immediate family which requires the presence of the employee. The number of sick days which may be used for this purpose shall not exceed a total of ten (10) days per year for the teacher's spouse, children, parent (defined as foster, natural, or adoptive), mother-in-law, father-in-law, or others residing in the household. The Board may require a doctor's statement to verify that the family member's condition is serious and that the presence of the employee is required.
- g. A maximum of three (3) days with pay not chargeable against the employee's sick leave shall be granted for the death in the immediate family (defined as spouse,

siblings, children, parent-natural, foster or adoptive, grandparents, grandchildren, in-laws or others residing in the household). Additional days, charged against sick leave may be granted by the Superintendent of Schools.

- h. Employees covered by the terms of this contract may use three (3) days per year of their accumulated sick leave for business purposes subject to the approval of the superintendent (or his designee) using form entitled Schedule C. An employee who was previously scheduled to be absent for personal reasons may cancel such leave and work with permission of the supervisor.
- i. Sick leave accrued shall not be disturbed in any of the following cases:
  - 1. Absence on leave without pay.
  - 2. Transfer from one classification or department.
  - 3. Full-time employee recalled from layoff.
- j. For members or employees who have used up their accumulated sick leave, Ida Public Schools may require them to utilize FMLA leave, as described in Article IX, Section 3, of this contract; or the member or employee shall be responsible for their health insurance coverage until they return to work.
- k. Employees who are forced to leave work shall be charged a minimum of two (2) hours against their sick leave to a maximum of the actual hours of leave to the balance of the workday.
- l. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.

- m. Absences for other than illness may be granted on approval of the supervisor and subject to the availability of any adequate substitute. Any such request should be made at least one week prior to the date of anticipated absence.
- n. 1) After five (5) years of unbroken service to the school district, employees will receive \$3.00 per unused sick leave accumulation upon leaving the employment of the Ida Public Schools.  
2) Employees will receive \$10.00 per unused sick leave accumulation or 5% of their last years' salary, whichever is greater when they retire, if they have a minimum of ten (10) years of unbroken service to the school district.
- o. Members or employees who fail to report for work the day proceeding or following a vacation day may be required to provide proof of illness.
- p. Members abusing the use of yearly sick leave days or accumulated sick leave days may be required to provide written statement(s) from his/her own physician.
- q. Sick days will be used for workdays when pro-rating benefits.

## **ARTICLE VIII**

### **OCCUPATIONAL DISABILITY AND WORKER'S COMPENSATION**

Section 1. - The Employer agrees to cooperate toward the prompt settlement of employees on the job injury and sickness claims when such claims are due and owing.

All accidents shall be reported to the supervisor as soon as possible.

Section 2. Any employee in any work classification covered by this Agreement who has

been incapacitated at his regular work or by injury or compensable occupational disease while employed by the Board of Education, may be employed in other work in the various departments of the school system at work he can perform; however, no employee shall collect Workmen's Compensation wages, and Board of Education wages, accumulated sick days, and vacation days for the same period.

## **ARTICLE IX**

### **LEAVE OF ABSENCE**

Section 1. Leave of absence without pay may be granted for any reasonable causes.

These leaves are to be agreed upon by the employer and the Union. The maximum leave of absence shall not exceed two months. No leave shall be granted to accept other employment.

Section 2. Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be on sick leave without pay, not on leave of absence without pay, and maximum leave shall not exceed two (2) months, or sixty (60) work days pursuant to FMLA if applicable, whichever is longer. Upon board discretion, the sixty (60) work day leave may accumulate up to a one (1) year period.

Section 3 - FMLA Act - Pursuant to the Family Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least twelve hundred and fifty (1,250) hours during the previous twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with



group health insurance coverage maintained for one or more of the following reasons:

- a) due to the birth of the employee's child in order to care for the child;
- b) due to the placement of a child with the employee for adoption or foster care;
- c) to care for the employee's spouse, child, or parent who has a serious health condition; or
- d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

Other conditions of the Family Medical Leave Act shall apply to leaves in this Section.

## **ARTICLE X**

### **INCLEMENT WEATHER**

In recognition of the fact that the Ida Public Schools must have the employees of Teamsters Local 214 report to work during inclement weather, though weather conditions may be hazardous, the following clause will be in force:

Employees must work a minimum of five (5) hours in order to receive a full day's pay.

Employees not reporting to work, or working less than five (5) hours will receive no pay on these days. Inclement weather days shall be defined as those days when school is cancelled due to weather conditions. Further, on these days:

1. Day shift employees will report at 8:00 a.m. Night shift employees will report

at 10:00 a.m.

2. Four (4) hour employees must work two (2) hours and thirty (30) minutes in order to receive four (4) hours pay.
3. If any custodian is sent home by management before completing their five (5) hours (or two and one-half (2 1/2) hours) she/he will still realize their full pay for the day.

## **ARTICLE XI**

### **MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours, overtime, differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of the Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within three months from the date of error.

## **ARTICLE XII**

### **HEALTH AND WELFARE**

#### **PLAN A FOR EMPLOYEES ELECTING HEALTH INSURANCE**

Employees will receive the same health insurance package options the other non-teaching groups receive.

The Board agrees to deposit the full annual deductible amount into each association member's H.S.A. Funds in the H.S.A., which have not been spent on the deductible for medical expenses, will remain in the H.S.A. and not be reimbursed to the Board. The Board further agrees to make debit cards and/or checks available to be used in paying on the annual deductible. Any/all administrative fees/costs related to implementing the H.S.A. accounts shall be paid by the Board of Education.

The Board shall contribute up to \$584 for single, \$1,301 for double and \$1,501 for family insurance coverage per month for a full twelve (12) month period for the employee and his/her entire family (except for LTD and negotiated life which will be for the employee only) which will include the XVA2 Rider. If the District plans to change insurance policies this contract will be re-opened to negotiate the insurance changes.

This contract will be re-opened to negotiate the insurance package options available in year 2 and year 3 of this agreement.

Long Term Disability	66-2/3% \$5,000 Maximum 90 Calendar Days - Modified Fill Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug - Same As Any Other Illness Mental/Nervous - Same As Any Other Illness
Negotiated Life	\$30,000 With AD&D
Vision	VSP-2
Dental	80/80/80 (\$1,000 Maximum For Class I, II & III) (No Orthodontic Rider) Plan Year - July 1 to June 30

**PLAN B For Employees Not Electing Health Insurance**

Long Term Disability	Same As Plan A
Negotiated Life	\$30,000 With AD&D
Vision	VSP-2

Dental	80/80/80 (\$1,000 Maximum For Class I, II & III) (No Orthodontic Rider) Plan Year July 1 to June 30
Option Money/Annuity	Three Hundred Dollars (\$300) Per Month For 12 Months Toward Options.

Employees not electing Plan A will elect Plan B, plus receive Three Hundred Dollars (\$300) per month for twelve (12) months. The Board will pay the 29 day short term disability premium rate applicable for each employee, not to exceed fifty-four dollars (\$54.00) per employee per month. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups. No health insurance coverage will be paid to an employee on leave of absence except for sick leave. For those who have sick leave remaining, the insurance will continue to be paid until sick leave is used up. Sick days will be used for worked days when pro-rating benefits due.

**ARTICLE XIII**

**HOLIDAYS**

Section 1. The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employee on such holidays:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving

Memorial Day

Christmas Eve Day

Fourth of July

Christmas Day

- even though not worked and regardless of the day of the week on which it falls, provided, they comply with the qualifications set forth hereinafter.

Section 2. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that the regular employees must work the regular scheduled work day which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to. It is further provided that when a holiday falls within the regular work week, time and one-half shall be paid after 32 hours.

Section 3. Employees must be employed by the Board of Education for a period of one month or more for holiday pay.

Section 4. In the event the holiday falls within the employee's vacation period, he/she shall be granted an additional day's vacation with pay.

Section 5. Employees hired after July 1, 2011 will not received this Holiday Pay Benefit. They will receive the following six (6) paid Holidays: Christmas Day, Thanksgiving Day, New Year's Day, Fourth of July, Memorial Day and Labor Day. They will not work nor receive pay on Good Friday, Christmas Eve, New Year's Eve and the day after Thanksgiving.

**ARTICLE XIV**  
**VACATION PAY**

**For Current Employees:**

Custodial personnel employed twelve (12) accumulated months are entitled to two (2) weeks paid vacation. Personnel employed for a period of six (6) accumulated months but less than 12 months are entitled to one (1) week vacation with pay. After eight (8) years, they shall be entitled to three (3) weeks vacation with pay. After fifteen (15) years, they shall be entitled to four (4) weeks vacation with pay. Vacation time shall be earned from date of employment or date of hire.

Vacation pay is to be paid before an employee leaves on vacation.

One (1) week vacation will be taken during the summer schedule, the remaining week(s) can be taken through the school year (July 1 through June 30). One week vacation can be taken one day at a time, with notice given to the supervisor two (2) weeks prior. Five days of accumulated vacation time (equal to the employee's normal scheduled work), not to exceed 40 hours, may be carried over one year. However, this carryover must be used prior to the next year. At no time will there be an excess of five days carried over to the next year. Vacations will be taken based on rotation of seniority, limited to one (1) employee per building being off.

**Employees hired after July 1, 2011:** Custodial personnel employed

twelve (12) accumulated months are entitled to one (1) week paid vacation. After eight (8) years, they shall be entitled to two (2) weeks' vacation with pay. Vacation time shall be earned from date of

employment or date of hire. Vacation pay is to be paid before an employee leaves on vacation. Once two (2) weeks paid vacation is earned one (1) week vacation will be taken during the summer schedule, the remaining week can be taken through the school year (July 1 through June 30). One week vacation can be taken one day at a time, with notice given to the supervisor two (2) weeks prior. Vacations will be taken based on rotation of seniority, limited to one (1) employee per building being off.

## **ARTICLE XV**

### **LONGEVITY PAY**

All employees will be eligible for the following longevity payments. December 15 will be the annual date used to measure individual employee's years of continuous service.

The longevity payment will be issued in the paycheck immediately prior to the Christmas vacation period. Half-time employees will be entitled to one-half of the longevity payment reflected below:

- After 7 years of continuous service      \$250
- After 10 years of continuous service      \$350
- After 14 years of continuous service      \$400

## **ARTICLE XVI**

### **GENERAL**

**Section 1.** The Employer agrees that it will allow the proper accredited representative of the Local Union access to the premises during working hours for the purpose of policing

the terms and conditions of this Agreement.

Section 2. The Employer may allow the proper accredited Union representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the School Board pertaining to a specific grievance.

Section 3. The employees will be allowed to post notices of meetings and any other notices pertaining to their organization on bulletin boards, and these notices shall not be removed except by the representatives of the employees. Notices will not be posted on bulletin boards provided for students or teacher information.

Section 4. Any employee in the custodial and maintenance departments who is called upon to participate in military service of our Country shall at the time such services have been honorably completed, be returned to his or her position without loss of seniority, time in service to be counted as accumulated seniority. The employee must report for work within time specified by Federal Law after completing service.

Section 5. Safety Provisions - The Board of Education shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness.

Section 6. In the interest of safety, no employee shall be ordered or forced to use defective equipment of any nature in the line of duty that could result in the employee's personal injury or the injury of any other person.

Section 7. A physical examination is required by all newly employed personnel. The



expense of this examination is borne by the Employer. The Board of Education will reimburse the employee of this expense when the Business Office is presented with a receipt from the doctor or a bill. The report of physical examination must be returned to the office of the supervisor before employment begins. A statement from a qualified physician regarding the condition of your health may be required whenever such is deemed necessary by the Superintendent of Schools.

Section 8. All new employees must present to the supervisor evidence of negative x-ray or Intradermal Tuberculin Test at the time of employment.

Section 9. All employees must be fingerprinted in accord with the School Safety Legislation.

Section 10. Line of Responsibility - Custodian employees and maintenance employees shall be directly responsible to their immediate supervisor(s).

Section 11. Use of Telephones - The Board of Education does not permit the use of school telephones for personal calls, either local or long distance, except in cases of emergency.

Section 12. The Board of Education does not permit the use of school stationery for the use of personal correspondence. It restricts the use of postage for professional and school use and does not sell stamps for personal use.

Section 13. Lunch Period - Personnel schedules allow one-half hour for lunch. No lunch period is required after 5 hours of overtime work.

Section 14. Break Period - Employees covered by this Agreement are entitled to thirty

(30) minutes break period for each eight (8) hours of work. The break period should be taken in the middle of each four hour work period, and personnel will remain on the site to which they are assigned.

Section 15. Equipment - The school will furnish protective equipment and clothing (gloves, etc.) and keep the tools in safe repair. It is agreed that the administration will meet with representatives of the bargaining unit if sufficient equipment of this nature is not available.

Section 16. At least two weeks notice in writing will be required of an employee who may wish to resign except in the case of emergency.

Section 17. Reporting Time - Any employee reporting for work on his regular scheduled time who is sent home through no fault of his own shall be paid for four (4) hours work at the regular rate of pay, but the employee must remain available for work for the four (4) hour period for which he is being paid.

Section 18. Pay Days - Pay days shall be every other Friday during the school year, July 1 through June 30. All time to be reported on Time Sheets/Time Cards are to be signed by the Supervisor. Pay to be based on the actual hours worked and to be forwarded to the Payroll Office on the assigned cut-off date. The work week is scheduled from Sunday through Saturday, with timecards forwarded to the supervisor for approval at the end of the two week period ending Saturday.

Overtime pay shall be one and one-half (1-1/2) times the employee's regular rate..

Section 19. Jury Duty - If an employee is called for jury duty, he will receive his regular

salary during this service less the amount received for this jury duty.

Section 20. Call-In-Time – For any additional scheduled hours beyond the normal work day, the employee shall be entitled to two hours minimum pay. Should the employee choose to leave before 2 hours, they will be compensated for actual time worked. If the supervisor deems it an emergency, the 2 hour minimum of actual time worked may be waived and the employee will receive either 2 hours at regular rate or actual time worked, whichever is greater.

Section 21. Paid for Time - All employees shall be paid for all time spent in the service of the Employer. Time will be figured from the time an employee is required to begin his work until he is released from duty.

Section 22. (7-1-78) Equipment Usage - Prior to equipment usage by non-employees, the union steward will be notified.

Section 23. The School District and the Union mutually agree to a summer work schedule consisting of four (4) ten-hour days, starting the first full week after school is out and ending one week prior to the start of the school year. Both management and/or the union has the right to end this process with a one week notice. Further, it is agreed that the 10-hour workday does not qualify the employee to receive the overtime rate of pay.

Section 24. When a day shift custodian is absent for the full day, a night shift custodian will be allowed to substitute for the day shift employee subject to the following:

- a. A list of night shift employees who would be willing to participate will be furnished

to management by the union.

b. Substitution would be on a building basis only due to the need for keys, etc.

c. The substitute would be paid at the day rate of pay, which is 35 cents an hour less.

Section 25. - Winter/Spring Break - The employee at his/her option may elect to have those days off work without pay. However, such request must be given to the supervisor 72 hours prior to such day. The Building must be open, so therefore, a minimum of one employee must work. If, however, these break days are needed to make up school for excessive snow days, they will be cancelled.

Section 26. - Cleaning Seminars - The district will hold at least one (1) seminar per year for all employees with the topic to be discussed with the unit steward before it is scheduled.

Section 27. - Substitute Training - All new substitutes will be given four (4) hours training before they start to work.

Section 28. - C.P.R. Training - All bargaining members will be given the opportunity to voluntarily take a C.P.R. class.

Section 29. - Repair Work Orders - All members will be given repair work orders for most repairs.

Section 30. Part-Time Employees:

1. Part-time employees will receive no healthcare benefits
2. Any bargaining unit employee filling the position will attain seniority within the bargaining unit, and all rights associated with said language.

3. The position will earn a rate of pay that follows the current salary schedule. If subbing for another teamster position, the pay shall be the rate of pay for that position (following the new salary schedule after July 1, 2011).
4. Overtime will be allowed only if they are the last on the list to fill a vacancy.
5. Vacation time and sick time will be accrued according to the regularly scheduled hours. For a four hour position, vacation and sick time will be accrued at the four hour per day rate. (Following the rate for new employees)
6. The part time bargaining unit member shall be the first to be offered any summer temporary custodial position. No extra vacation time, sick time or other benefits will be accrued for any extra hours worked over the regularly scheduled hours. Vacation hours will be paid at a maximum of the regularly scheduled hours per week. For a four hour position, 20 hours maximum vacation will be paid.
7. If the part time position becomes an eight hour full time position, the position will be open for seniority rights and bumping privileges.

## **ARTICLE XVII**

### **DURATION OF CONTRACT**

Section 1. This Agreement shall be in full force and effect from July 1, 2011, to and including June 30, 2014, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least two (2) months prior to date of expiration.

It is further provided that where no such cancellation or termination notice is given and the parties desire to continue said Agreement, either party may serve upon the other a notice at least two (2) months prior to June 30, 2011, or June 30 of any subsequent contract year advising that such party desires to continue this Agreement but also desires

to revise such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 2. It is understood and agreed between the parties that upon receiving proper cancel notice or amendment notice to this Agreement, the parties agree to start negotiations at least seven (7) weeks before the expiration or amendment date of this Amendment.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Section 4. An Emergency Manager appointed by law may reject, modify or terminate this Agreement as provided by law.

**IDA PUBLIC SCHOOLS**

**TEAMSTERS LOCAL 214**

\_\_\_\_\_  
Richard Carsten, Superintendent  
Representative

\_\_\_\_\_  
Joseph M. Valenti, V.P./Business Agent

\_\_\_\_\_  
Sherry Hiteshew

Date: \_\_\_\_\_

\_\_\_\_\_  
Lisa Ziesmer

**SCHEDULE "A"**  
**WAGES AND HOURS**

\*Employees beginning after July 1, 2011 will earn \$3.00 per hour less compensation than the amounts listed below:

<u>CLASSIFICATIONS</u>	<u>2011/12</u>	<u>2012/13</u>	<u>2013/14</u>
Starting Custodian	\$15.67	\$15.67	\$15.67
Starting Night Custodian	\$16.02	\$16.02	\$16.02
Custodian	\$16.92	\$16.92	\$16.92
Grounds/Special Ed Transportation	\$16.92	\$16.92	\$16.92
Night Custodian	\$17.27	\$17.27	\$17.27
Starting Maintenance Man	\$18.23	\$18.23	\$18.23
Maintenance Man	\$20.14	\$20.14	\$20.14
Grounds	\$15.96	\$15.96	\$15.96

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\*If the teachers receive a salary increase over the term of this agreement then the custodial/maintenance personnel will also receive the same increase (by percent).

1. Afternoon Shift Premiums - \$ .35 per hour
2. The Ida Public Schools will pay the retirement costs for each employee, per State law.
3. Employees taken from their regular work temporarily to perform other duties paying a lower rate shall receive the rate of their regular job.
4. Employees transferred to another job or building because of a lay-off or bid request shall receive the rate of pay for the job they are performing.
5. Employees injured on the job and sent home because of injury shall be paid for the remaining un-worked hours of that day.
6. The work week for all employees on a full-time basis shall consist of five 8-hour days. The

work week to start Monday and end Friday except where a shift work prevails. Time and one-half shall be paid after eight hours in any day or 40 hours in any one week.

7. All employees will receive their pay by direct deposit.
8. If the Ida Public Schools' fund equity level is less than 5% of gross revenue then, at that time, this contract will be re-opened to negotiate the compensation package.

## **SCHEDULE "B"**

### **JOB DESCRIPTIONS/DUTIES**

**Classification:** Custodian

**Report to:** Supervisor and Administrative Assistant

**Qualifications:**

- 1) Ability and desire to work harmoniously with all staff-fellow custodians, teachers and administrators.
- 2) Physical ability and good health. This may include climbing ladders, bending, twisting, kneeling, and reaching to perform the job duties. Light to moderate lifting will be required. Use of the proper equipment will be used when necessary.
- 3) When using equipment and cleaning supplies, knowledge and alertness with regard to safety for themselves and others.
- 4) Demonstration of potential for growth in all aspect of his (her) work.
- 5) A man or woman 18 years of age or older.
- 6) Must be dependable and industrious.

**Duties:**

- 1) General cleaning in all areas of all buildings and grounds.



- 2) Sweep and use appropriate treated dust mops, or wet mops, on floors in all areas.
- 3) Run floor scrubbers, polishers, sweepers and other cleaning machines.
- 4) Strip and wax floors, vacuum carpeting.
- 5) Do small repair jobs on furniture, change glides, replace broken pencil sharpeners.
- 6) Secure classroom windows and doors after cleaning. Set alarms when scheduled.
- 7) Dust and polish shelves, furniture, computers and blinds. Wash desks daily.
- 8) Clean blackboards, wash and keep windows clean.
- 9) Empty pencil sharpeners and waste baskets daily.
- 11) Change light bulbs or tubes.
- 12) Paint walls, etc., shovel snow when necessary.
- 13) Unload all supplies from trucks if needed.
- 14) Set up chairs and tables for any group when scheduled.
- 15) Lock all gates and door at times designated.
- 16) Do any other jobs assigned by the supervisor.

## **SCHEDULE "B"**

### **JOB DESCRIPTIONS/DUTIES**

Classification: Maintenance

Report to: Supervisor and Administrative Assistant

Qualifications:

- 1) Man or woman 18 years of age or older.
- 2) Physical ability and good health. This may include climbing ladders, bending, twisting, kneeling, and reaching to perform the job duties. Light to moderate lifting will be required. Use of the proper equipment will be used when necessary.
- 2) Mechanical ability to operate all furnaces/boilers and keep maintenance logs that apply.
- 3) Ability to operate and maintain all equipment and mechanical equipment.
- 4) Ability to test boiler water samples and sewage samples.
- 5) Ability to read and carry out directions as given in manuals of instruction on machinery in the school building.
- 6) Ability to exercise caution and be alert to abnormal conditions of equipment being operated to alleviate unsafe conditions.
- 7) Ability and willingness to work harmoniously with fellow workers, administration and teachers.
- 8) Ability and working knowledge of plumbing, pipefitting and electrical repair of a not too serious nature.

Duties:

- 1) Unlock assigned gates and buildings daily. Check boilers daily during heating season. Maintain A/C equipment during cooling season.
- 2) Check all furnaces and controls - regulate, clean, start or repair as necessary.
- 3) Repair desks, tables, chairs and equipment of all types.
- 4) Repair plumbing and lighting, if not too extreme.
- 5) Repair roofs and other parts of the buildings as need arises and conditions are not too serious.
- 6) Help with snow removal and maintaining safe conditions on walks and roads.
- 7) Paint walls, etc. when time permits.
- 8) Change all filters and clean univents.
- 9) Perform all other duties as assigned related to the operation and maintenance of the total plant.
- 10) Ability to implement and perform a preventative maintenance schedule on all equipment.
- 11) Assist grounds person with mowing and trimming when needed.
- 12) Help set up/tear down for events when needed.
- 13) Change hallway light bulbs when needed.
- 14) Other duties as assigned by Supervisor.

## **SCHEDULE "B"**

### **JOB DESCRIPTIONS/DUTIES**

Classification: Grounds/Special Ed Transportation

Report to: Supervisor

Qualifications:

- 1) Ability and desire to work harmoniously with all staff - fellow custodians, teachers and administrators.
- 2) Physical ability and good health. This may include climbing ladders, bending, twisting, kneeling, and reaching to perform the job duties. Light to moderate lifting will be required. Use of the proper equipment will be used when necessary.
- 3) Knowledge and ability in what constitutes grounds/transportation work.
- 4) Ability and alertness with regard to safety for themselves and others.
- 5) Demonstration of potential for growth in all aspects of his/her work.
- 6) A man or woman 18 years or older.
- 7) Must be dependable and industrious.

Duties:

- 1) Ability to oversee and direct grounds people for the maintenance of all grounds.
- 2) Proper maintaining of all equipment (mowers, trimmers, etc...). Keeping all school grounds mowed and trimmed.
- 3) Cleaning football field and auto shop restrooms. Stocking cleaning supplies for football field and auto shop restrooms.
- 3) Responsible for all field maintenance for athletic events. (Schedules will be provided.)

- 4) Responsible for ordering and delivering all custodial and building supplies; and for maintaining accurate inventories.
- 5) Assist in snow removal.
- 6) Maintain a current C.D.L. driver license for Special Education route. The bus driving assignment for the grounds position will be eliminated on a daily basis. However, the grounds employee will maintain his/her CDL certification. The Ida Board of Education and School District reserve the right to reinstate the bus driving assignment in cases of emergency. When this should occur, the rate of pay for bus driving will be the higher of the bus driver rate or grounds rate at the time of the assignment.
- 7) Be able to pass the state mandated C.D.L. physical.
- 8) Assist with setting up for special activities in each building.
- 9) Supervise any noontime detention, as directed by building principals.
- 10) Do any other jobs assigned by the Supervisor.

**IDA PUBLIC SCHOOLS  
Non-Certified Staff  
Application  
for  
Personal Leave Usage**

I am requesting a Personal Leave Day on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_  
Day of Week Month Year  
for the following reason(s):

Check One (1)

\_\_\_\_\_ Section G of Article VII, with said date to be used, "for personal or business/legal matters which can be transacted only during the school day. Permission must be secured from the superintendent prior to the usage of said day. This day shall not be denied when legitimate business not in connection with other employment is to be transacted, nor shall they be denied for arbitrary or capricious reasons."

Check appropriate area

\_\_\_\_\_ Personal (Does not include Recreation)

\_\_\_\_\_ Business

\_\_\_\_\_ Legal

\_\_\_\_\_ Usage will comply with contract language, "Employees shall be allowed one (1) day each year out of the annual leave days allowed in Section A for very personal business. Such days may not be used for vacation, recreational pursuits, shopping or business connected with other employment. Such days may not be used for any activity related to the collective bargaining process or labor management dispute. Without exception such days require 72 hours notice to the superintendent/or his designee. Such days shall be granted on a first-come, first-served basis. The school district reserves the right to limit the number of employees that may be absent on any given day because of a very personal business day."

\_\_\_\_\_ I am aware of the contract stipulations pertaining to the usage of Personal Leave days and realize any one individual is entitled to a maximum of three (3) days in one fiscal year. I agree to abide by these above referenced stipulations.

\_\_\_\_\_  
Employee's Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Approval

Dated: \_\_\_\_\_