AGREEMENT

Between

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

And

GENERAL TEAMSTERS LOCAL UNION NO. 406

Affiliated with
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE

JULY 1, 2024

THROUGH

JUNE 30, 2027

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2024, by and between **GENERAL TEAMSTERS LOCAL UNION NO. 406,** 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

A. The Delta-Schoolcraft Intermediate School District Board of Education hereby recognizes Teamsters Union Local No. 406, 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, the Business Assistant, and Substitutes.

B. The Board agrees not to negotiate with any other organization representing the secretarial personnel for the duration of this Agreement.

ARTICLE 2
DEFINITION OF EMPLOYEE

A. The term employee as hereinafter used in this Agreement means those employees represented by Teamsters Local No. 406.

B. Full-time employees are defined as those who are scheduled 1,500 or more hours per school year. Employees who work more than 240 days per year (scheduled work days plus paid holidays) are considered twelve (12) month employees.

C. Part-time employees are defined as those who are scheduled for fewer than 1,500 hours but more than 750 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:

1. Typing and word processing
2. Bookkeeping

3. Filing and record keeping
4. Ordering supplies and services
5. Operating office machines, such as copy machines, fax machines, calculators
6. Greeting visitors
7. Answering telephones
8. Recording and relaying messages
9. Scheduling appointments and meetings
10. Taking notes and minutes of meetings
11. Collecting, sorting and processing mail
12. Transcribing from dictation
13. Data entry
14. SIS management
15. Regular and reliable attendance
16. Maintain confidentiality
17. 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 forty (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 and Union 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 or to refrain from such activities. 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 Steward or designee, will be granted up to three (3) days (twenty four (24) hours) each school year to conduct Union business. The Union will notify the Employer five (5) days in advance of the date and time the Steward is needed. The Union will reimburse the district the hourly cost of the employee.

E. 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.

F. The Union shall have the right to post notices of Union concern on the official bulletin board in the Intermediate School office and annexes.

G. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available public information concerning the financial resources of the District. The Union shall reimburse the district in accordance with FOIA.

H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability and marital status.

I. Employees who are off work for an entire month or months may apply for an Honorable Withdrawal Card Request to suspend dues deductions during their absence. The attached form explains the conditions for requests. Employees must submit competed forms to the Teamsters Escanaba office located at 2013 1st Avenue North, Escanaba, MI 49829. Employees will notify General Teamsters Local Union No. 406 at (906) 786-2743 upon return to active employment from withdrawal.

ARTICLE 4
BOARD'S RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days in accordance with the terms of this agreement.

3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulations not in conflict with the terms of this agreement.

6. Determine the qualifications of employees, including physical conditions as provided by law.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

11. Determine the policy affecting the selection, testing or training of employees.

12. To hire all employees, to determine their qualifications and conditions for their continued employment.

13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.

14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

15. To determine and re-determine job content not in conflict with the terms of this agreement.

C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

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 first six (6) days of closure as allowed by state law. If the district is forced to close beyond the six (6) allowable days, secretaries will make up the hours at the end of the school year unless otherwise arranged with their supervisor. If the State of Michigan forgives additional school closure days above and beyond six (6) days, those additional days forgiven will apply to the secretaries, and they will not be required to make up those days. Twelve (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. i.e. one half times (1/2X) six (6) days = three (3) days 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 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. The grievance may not be amended after reaching the superintendent level.

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 thirty (30) 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 Michigan Employment Relations Commission to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the Michigan Employment Relations Commission.

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, discipline, evaluation, layoff/recall, assignment or placement 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 fourteen (14) days worked, up to a maximum of thirteen (13) per year July 1 to June 30. Sick leave may be in fifteen (15) minute increments based 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 of one hundred (100) 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. Paid bereavement leave, not deducted from the employee's sick leave bank, of up to three (3) days will be granted in the event of death in the immediate family, as identified below. Up to an additional ten (10) sick days per year (July 1 - June 30) may be used for the 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 (receipt of MPSERS benefits) and after twenty (20) years of employment with Delta-Schoolcraft Intermediate School District, an employee shall receive $2,500.00. In addition, they will receive $75.00 for each accumulated sick day up to one hundred (100) sick days. 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. Employee has six months after the date of retirement to enroll and open the special pay plan. Failure to open the special pay plan within six months after the date of retirement will result in loss of this benefit. Compensation of all unused sick time over one hundred (100) days will be paid out at $50.00 per day at the end of each school year.

6. An employee terminated will not qualify for a retirement payment.

B. **Personal Leave Days.** At the beginning of every school year, each employee shall be credited with three (3) personal days prorated by time worked. Employees with twenty plus (20+) years of service shall receive an additional two (2) personal leave days. Employees working two hundred twenty (220) days or more a year shall also receive an additional two (2) personal leave days. Two (2) additional days of personal leave can be used and deducted from sick leave. Prior notification of all personal leave must be given to the appropriate supervisor and is subject to administrative approval. Personal leave must not be taken on the first or last day of the official school year. If not utilized during the school year, any remaining personal leave days will be credited to the employee's sick bank.

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. If the employee is released prior to the end of his/her work day, the employee shall contact his/her supervisor regarding whether the employee is to return to work.

D. **Physical Examinations.**

1. 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.

2. All costs associated with any required medical examinations shall be borne by the Employer if not covered by the employees insurance.

3. 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

A. An eligible employee (as defined under FMLA) 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 twelve (12) 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. If an employee fails to return from FMLA on his/her own volition, the employee shall pay to the district the health insurance premiums paid by the district.

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. Qualifications shall include the consideration of evaluation, attendance, discipline and work history.

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 for up to one year.

C. Seniority shall be broken only by discharge for reasons that are not arbitrary or capricious, 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 (30) 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 one hundred twenty (120) work days during which discipline and discharge shall not be subject to the grievance procedure.

H. Employees whose position is reduced by thirty (30) or more minutes per day in a contract year or one (1) or more days in a contract year may bump less senior employees, providing they have the qualifications, skills and abilities to perform the job requirements. Qualifications shall include the consideration of evaluation, attendance, discipline and work history.

I. Any position that is increased by thirty (30) or more minutes per day in a contract year or eleven (11) or more days in a contract year will be posted for a period of five (5) work days and awarded to the highest seniority person bidding on the position that has the qualifications, skills and abilities to perform the job requirements. Qualifications shall include the consideration of evaluation, attendance, discipline and work history.

J. 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 eight (8) hours per day, 188 days per year (1,504 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

K. All layoffs shall be done by seniority. Employees subject to layoff may "bump" less senior employees, providing they have the qualifications, skills and abilities to perform said jobs. Recall shall be in the inverse order of layoff, providing that the recalled employee has the qualifications and ability to perform the job to which he/she is being recalled. Any employee on layoff will not accrue any fringe benefits during the extent of the layoff. Employees will retain seniority rights for up to twenty-four (24) months. Qualifications shall include the consideration of evaluation, attendance, discipline and work history.

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

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 five (5) work days, all Bargaining Unit members will be notified by email. 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

A. The employer shall not discipline, suspend, nor discharge an employee for reasons which are arbitrary and capricious. The employee shall have access to the grievance procedure set forth in Article 8 of this Agreement up to the Board level.

B. 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 hourly base rate for ten (10) or twelve (12) months. The Board reserves the limited right to advance wage scale steps for new employees based upon experience and District needs. In no case will a new employee's placement within the wage scale surpass an existing incumbent bargaining unit employee, nor shall they be advanced beyond wage Step 3 to start.

C. Length of the regular work day shall be based on hours specified for his/her job position.

D. 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. The Employer will provide and pay the full premium cost of Dental (Delta Dental with Class I, II and III at 100/100/80 with $3,000.00 annual maximum. Class IV Orthodontic rider pays one hundred percent (100%) of treatment costs with a $3,000.00 maximum per person lifetime up to age 19), Vision (VSP III Plus P250CL), Life Insurance, AD&D Insurance and thirty (30) day waiting period LTD Insurance, for full-time employees and prorated for part-time employees provided they work at least twenty (20) hours per week.

B. Insurance benefits for new hires will begin on the first day of employment.

C. Annually, prior to the beginning of a medical benefit plan coverage year, the Board shall elect their chosen method of compliance with the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011). The Employer will contribute toward the cost of medical and prescription drug coverage as set forth in the provisions of PA 152 of 2011 using either the statutory maximum allowable hard cap amounts or 80/20 premium share option. All premium costs above those remitted by the Employer will be paid through an IRS 125 Plan by participating employee taken out over the employee's number of pays selected during open enrollment.

D. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining agreement and are listed elsewhere in this contract.

On January 1 of the Agreement, the Employer will fully fund the HSA in the amount of the tiered status deductible for each participating employee. The Employee will reimburse the remaining portion of the unpaid deductible to the district if they terminate their employment before the end of the twelve (12) months of coverage.

The unpaid deductible can be deducted from remaining paychecks. All premium costs and HSA funding costs above the maximum hard cap amounts allowed in PA 152 of 2011 will be paid through an IRS 125 Plan by participating employee's taken out over the employee's number of pays selected during the calendar year.

E. Employees opting out of medical and prescription drug coverage will receive pay in lieu of in the following amounts for the applicable coverage year. Payments to the employee will be made in equal installments for the number of pay periods selected during open enrollment.

No Health: $8,000.00 per year

F. Part-time employees working less than 1,500 hours will receive prorated benefits.

G. All employees will receive Term Life Insurance as follows for each year of the agreement - $50,000.00.

H. During the term of this Agreement, should the State of Michigan substantially modify, repeal, or replace PA 152 of 2011 (Publicly Funded Health Insurance Contribution Act), both the Employer and Union agree to revisit the terms and conditions of this Article and collectively bargain over suitable replacement language.

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:

FULL TIME EMPLOYEES - Twelve (12) Month Status

1. 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.

2. 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.

3. Vacation days are earned July 1 through June 30 as follows:

1 – 3 Years	13 Days
4 – 7 Years	15 Days
8 – 14 Years	21 Days
15 – 20 Years	23 Days
20+ Years	One additional day not to exceed 26 days

4. 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

A.

1 Day	Labor Day
2 Days	Thanksgiving, Day After 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
1 Day	Fourth of July (12 month employees)
12 Days	

B. Ten (10) month employees who reach Step 20 and above will earn one (1) additional holiday, Christmas Eve.

C. 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
SCHOOL CALENDAR

The Delta-Schoolcraft Intermediate School District calendar for each year of this Agreement will be distributed upon approval by the Board of Education.

ARTICLE 21
EMERGENCY MANAGER

An Emergency Manager appointed under the local government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, shall have the rights provided under said act.

ARTICLE 22
TERMS OF AGREEMENT

This Agreement shall be in effect from July 1, 2024 through June 30, 2027.

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

BY: Joan Ecclesine

Joan Ecclesine
President

DATE: 6-26-24

BY: Doug Leisenring

Doug Leisenring
Superintendent

DATE: 7/1/24

GENERAL TEAMSTERS LOCAL UNION NO. 406

BY: Ellis P. Wood

Ellis P. Wood
Principal Officer
Secretary-Treasurer

DATE: 7-24-2024

BY:

Anthony LaPlant
Business Agent

DATE: 7/9/2024

SCHEDULE A

SALARY SCHEDULE

DSISD – TEAMSTER SECRETARIES

STEP	Adjustment 2024-2025	+ $.30 2025-2026	+ $.30 2026-2027
1	$18.20	$18.50	$18.80
2	$18.60	$18.90	$19.20
3	$19.00	$19.30	$19.60
4	$19.40	$19.70	$20.00
5	$19.80	$20.10	$20.40
6	$20.20	$20.50	$20.80
7	$20.60	$20.90	$21.20
8	$21.00	$21.30	$21.60
9	$21.40	$21.70	$22.00
10	$21.80	$22.10	$22.40
11	$22.20	$22.50	$22.80
12	$22.60	$22.90	$23.20
13	$23.00	$23.30	$23.60
14	$23.40	$23.70	$24.00
15	$23.80	$24.10	$24.40
16	$24.20	$24.50	$24.80
19	$25.00	$25.30	$25.60
22	$26.00	$26.30	$26.60
25+	$1,500.00 longevity – prorated for days worked		

* During the first full pay period after the start of this Agreement, in acknowledgement of prior service and experience, incumbent employees Katie Smith, Rene O'Driscoll, and Jessica Nolde will receive an off-schedule payment in the amount of $1,500.00.