



AGREEMENT

BETWEEN THE

UTICA COMMUNITY SCHOOLS

and the

UTICA COMMUNITY SCHOOLS

UTICA PARAPROFESSIONAL ASSOCIATION

JANUARY 28, 2005 – JUNE 30, 2007

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EXTENSION AGREEMENT

BETWEEN THE

UTICA COMMUNITY SCHOOLS

and the

UTICA COMMUNITY SCHOOLS

UTICA PARAPROFESSIONAL ASSOCIATION

July 1, 2007 – JUNE 30, 2008

**Extension of Agreement between the Utica Community Schools
And the
Utica Paraprofessional Association
July 1, 2007 - June 30, 2008**

- 2% Wage increase for 2007 -2008

Article 38
Salary Schedule

2007/2008 Salary Schedule

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---------|---------|---------|---------|---------|---------|
| Class A | \$10.99 | \$11.59 | \$12.22 | \$12.59 | \$12.71 |
| Class B | \$10.81 | \$11.39 | \$12.03 | \$12.39 | \$12.52 |
| Class C | \$10.65 | \$11.23 | \$11.86 | \$12.21 | \$12.34 |

ARTICLE 39
Benefits

Changes in insurance will take effect on August 1, 2007.

39.1.2

A. Hospitalization Benefits

Blue Cross Blue Shield "Community Blue" PPO health benefits with DC, XVA, PD-CM, PCD, Preferred RX Prescription Drug Program, RX: \$10.00 generic/\$20.00 brand MOPD-1, CB-MT \$20.00, \$20.00 OV.

39.1.3

A. Hospitalization Benefits:

The opportunity to purchase during open enrollment.

A CMM-PPO program with an annual \$500/\$1,000 deductible and a 20% co-pay. Preferred RX Prescription Drug Program RX: \$10.00 generic/\$20.00 brand MOPD-1.

Hospitalization Benefits

Blue Cross Blue Shield "Community Blues" PPO Health Benefits, DC and Preferred RX Prescription Drug Program, RX: \$10.00 generic/\$20.00 Brand MOPD-1, CB-MT \$20.00, \$20.00 OV.

UTICA COMMUNITY SCHOOLS -
UTICA COMMUNITY SCHOOLS
PARAPROFESSIONAL
ASSOCIATION



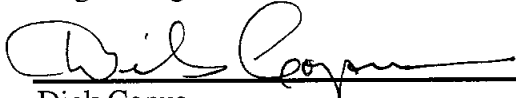
Cindy Golden, President
Chairman Negotiation Team



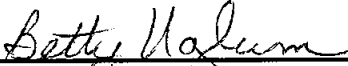
Michelle Schimelfeng, Vice President
Negotiating Team Member



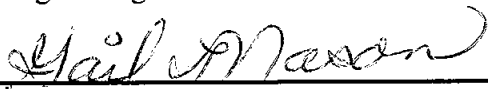
Diane Ches
Negotiating Team Member



Dick Copus
Negotiating Team Member



Betty Uglum
Negotiating Team Member



Gail Mason
Alternate, Negotiating Team Member



Jan Shelito
Executive Director, MEA

BOARD OF EDUCATION UTICA
COMMUNITY SCHOOLS
MACOMB COUNTY, MICHIGAN



Carol Klenow, President



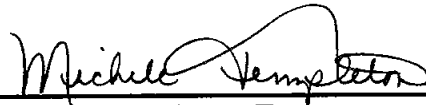
Kevin Lohmeier, Vice President



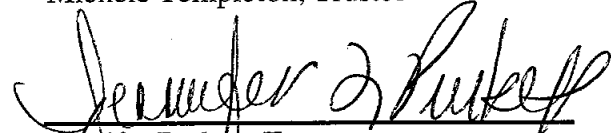
Gene Klida, Secretary



Carl Territo, Treasurer



Michele Templeton, Trustee



Jennifer Prybys, Trustee



Robert Ross, PHD
Trustee

AGREEMENT
BETWEEN THE
UTICA COMMUNITY SCHOOLS
and the
UTICA COMMUNITY SCHOOLS
UTICA
PARAPROFESSIONAL ASSOCIATION

JANUARY 28, 2005 - JUNE 30, 2007

NONDISCRIMINATION

The Utica Community Schools and the Michigan State Board of Education comply with all federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of these governmental agencies that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

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ARTICLE 1
DESIGNATION OF PARTIES

- 1.1 On this 28th day of January, 2005, at Sterling Hts., Michigan, the Utica Community School District located at Sterling Hts., Michigan, hereinafter designated as the "Employer", and by the Utica Community Schools Utica Paraprofessional Association /MEA/NEA , hereinafter designated as the "Association", agree as follows:

ARTICLE 2
PREAMBLE

- 2.1 It is the general purpose of this Agreement to promote the mutual interests of the School District, its students and its employees, and to provide for the operation of the School District. The parties to this Agreement will cooperate fully to secure the advancement of these purposes.

ARTICLE 3
RECOGNITION

- 3.1 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 279, Public Acts of Michigan, 1965, for all Utica Paraprofessional Association as specified in Section 3.2 of this Article.
- 3.2 The term "Utica Paraprofessional Association" (UPPA) when used hereinafter in this Agreement shall include all personnel as herein defined. All reference to female personnel shall be equal in reference to male personnel of this bargaining unit. Personnel holding the following job classifications shall comprise this unit: Elementary Technology Specialists; Vocational paraprofessionals , Bilingual paraprofessionals, Special Services paraprofessionals, and Title I paraprofessionals, Math Tutor paraprofessionals; General Education paraprofessionals, Research Center paraprofessionals, and Campus Monitors.
- 3.3 The UPPA agrees that they shall not accrete any job title presently covered by Board of Education Policy #4231.4, Miscellaneous Classified Employees, revised July, 2004 to the Recognition Clause of this Agreement.

ARTICLE 4

BOARD RIGHTS

- 4.1 Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the Utica Community School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan, and inherent in the responsibilities to manage a Public School System, including the right:
- 4.1.1 to the executive management and administrative control of the school system and its properties and facilities and activities of its employees during working hours.
 - 4.1.2 to hire all employees and subject to the provisions of law, to determine their qualifications.
- 4.2 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan, and the laws and Constitution of the United States.
- 4.3 Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or Constitution of the State of Michigan and the Public Employment Relations Act. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

ARTICLE 5

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 5.1 Each employee covered by this bargaining unit accepts the responsibility to strive for excellence in their work, and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.
- 5.2 Each employee covered by this bargaining unit agrees to uphold policies, rules, regulations, and practices of the Board and the several sections of this Contract

not in conflict with the laws and Constitution of the United States and the State of Michigan.

- 5.3 Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- 5.4 Bargaining unit members shall be entitled to full rights of citizenship. Religious or political activities of any bargaining unit member or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the employer unless it can be demonstrated that the performance of their duties have been adversely affected.
- 5.5 Bargaining unit members may be required to administer medication to students as part of their regular duties. Such activities shall be conducted in accordance with procedures devised by the District and articulated by the employee's immediate supervisor. The District will obtain and maintain liability insurance which specifically provides coverage for all members involved in such responsibilities.

ARTICLE 6

AID TO OTHER UNIONS

- 6.1 The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

ARTICLE 7

AGENCY SHOP

- 7.1 Membership in the Utica Paraprofessional Association shall be open to all employees regardless of age, race, creed, sex, marital status or national origin.
- 7.2 Employees of the Utica Community Schools, in positions recognized in the bargaining unit, who are not members of the Association shall, as a condition of employment, pay to the Association a service charge equal to the Association dues.

- 7.3 Present employees, newly hired, transferred, or rehired employees shall conform to this provision within thirty (30) days or at the end of their probationary period whichever is later.
- 7.4 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of dues.
- 7.5 It shall be the responsibility of the Association to notify the Assistant Superintendent for Human Resources, in writing, when a member of the bargaining unit is in violation of this provision.
- 7.6 Employees who become in arrears in their payment by sixty (60) days or more shall be eligible for reinstatement, if prior to termination, the dues payments are brought up to date.
- 7.7 Failure to fulfill the Agency Shop clause shall be just cause for dismissal.
- 7.8 The Utica Paraprofessional Association shall indemnify and save the Board of Education harmless against and from any and all claims, demands, legal fees, suits or other forms of liability that may arise out of or by reason of action taken by the Board of Education for the purpose of complying with this Article.

ARTICLE 8

CHECK OFF

- 8.1 The Board of Education agrees to deduct employee organization dues from the pay of those employees who individually request, in writing, that such deductions be made. These deductions will be made in equal installments for each pay date after authorization forms are received by the Payroll Department. Authorization forms must be submitted by the first pay period each month. The amounts shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer within ten (10) working days.

The Board further agrees to submit the names of newly hired employees to the Association within five (5) working days of the date of hire.

This includes P.A.C. deduction and Special Assessments. The District shall forward such payments to the Association within ten (10) working days. The Association accepts full responsibility for authenticity of each authorization.

- 8.2 Employees shall tender the authorization for check-off or service fee by signing the proper authorization for check-off form.
- 8.3 The Association shall indemnify and save the Board of Education harmless against and from any and all claims, demands, legal fees, suits or other forms of liability that may arise out of or by reason of action taken by the Board of Education for the purpose of complying with this Article.

ARTICLE 9

ASSOCIATION REPRESENTATIVES AND ASSOCIATION REPRESENTATION

- 9.1 It is agreed between the parties that the Association Representative structure and areas represented as submitted by the Association to the Board of Education will be the structure recognized by the parties for the term of this Agreement.
- 9.2 The Association will provide the Board of Education with the names of the Association representatives, alternates and officers upon election or appointment. The Board of Education will provide the Association with a chain of command chart for processing grievances, naming the individual in each position at the time of the signing of this Agreement, and the changes as they occur. The Board of Education will also notify the Association when an alternate will be designated to replace an individual.
- 9.3 The Association will be provided up to ten (10) days during the school year for use as determined by the Association President to perform Association business. The Association will purchase these days at the current substitute rate when a substitute is employed. The Association will provide at least 48 hours notice when a substitute will be required.
- 9.4 Neither the Association President or his/her designated representative nor any of the other employees shall engage in activities during working hours that detract from their productivity. The Human Resources Office administrator may grant additional time, upon request from the Association President.
- 9.5 The President will notify the Human Resources Office prior to designating an alternate under this provision.
- 9.6 The Association President or his/her designated representative may be allowed up to one-half hour (1/2) per day, at the beginning and/or end of his/her shift, to address Association business.

ARTICLE 10
SPECIAL CONFERENCES

- 10.1 Special Conferences for important matters may be arranged between the Association's representative and the designated representative of the Employer upon the request of either party. Such meetings shall be arranged between not more than two (2) representatives of the Employer and by not more than two (2) representatives of the Association, unless additional representation is mutually agreed upon by the parties. Arrangements for such Special Conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The Association's members shall not lose time or pay for the time spent for Special Conferences held during working hours.
- 10.2 The Association representatives may meet on the Employer's property at a mutually agreed upon location between the Association and the Employer for at least one-half (1/2) hour immediately preceding the Special Conferences.

ARTICLE 11
SUPPLEMENTAL AGREEMENTS

- 11.1 All proposed supplemental agreements shall be subject to good faith negotiation between the Employer and the Association. No modification or change shall take place in this Agreement without the mutual agreement of the parties. Agreements reached shall be subject to ratification by the parties.

ARTICLE 12
GRIEVANCE

- 12.1 A "grievance" is any difference that may arise between the parties hereto as to:
- 12.1.1 Any matter relative to pay, wages, hours of employment and other conditions of employment.
- 12.1.2 Any matter involving the interpretation or violation of any of the provisions of this Agreement.
- 12.2 Settlement of grievances initiated more than ten (10) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

- 12.3 The Association President must, in writing, supply the names of those empowered to process grievances on behalf of the Association to the Board of Education before the Board has a duty to deal with them. The Association may change a designated representative by giving ten (10) days prior, written notice to the Board. Such change shall not affect any grievance in process.
- 12.4 Upon failure of the aggrieved person or Association to file the grievance within the limits specified in the succeeding section of this Article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.
- 12.5 Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law shall not be the basis of any grievance filed under the procedure outlined in this Article.

ARTICLE 13

GRIEVANCE PROCEDURE

- 13.1 If an employee, or the Association, has a grievance, it shall be presented to the Employer as follows:
 - 13.1.1 Informal
 - 13.1.1.1 In the event an employee or the Association has a complaint they must contact the immediate supervisor involved, who together with the employee shall endeavor to solve the problem. The employee may have an Association representative with him/her at these informal meetings if he/she so chooses.
 - 13.1.1.2 Each grievance shall have to be initiated within ten (10) working days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within ten (10) working days after the Association or the aggrieved becomes aware of the cause for complaint.
 - 13.1.2 Formal
 - 13.1.2.1 Step 1 - In the event the complaint is not resolved informally, the employee and/or Association must reduce the matter to writing and file it with the immediate supervisor who shall initial and date the grievance form. The Supervisor will provide the Association a

written response within ten (10) working days of the receipt of the grievance. Grievance must show the alleged Article, Policy and Rule violated, the issue, pertinent facts, and the desired remedy.

- 13.1.2.2 Step 2 - Unresolved grievances from Step 1 above must be filed by the Association with the Human Resources Office within ten (10) working days of the receipt of the Administration's written response in the first step. The Human Resources Office shall establish a meeting with the Association's Grievance Committee within ten (10) working days from the receipt of the Association's response. Either party at this step may use one (1) resource person if necessary. The Human Resources Office will provide the Association a written response within ten (10) working days from the date of the meeting with the Association's Grievance Committee.
- 13.1.2.3 Step 3 - Unresolved grievances from Step 2 above must be filed by the Association with the Assistant Superintendent for Human Resources within ten (10) working days of the receipt of the written response from the Human Resources Office in the second step. The Assistant Superintendent for Human Resources shall establish a meeting of the Joint Committees within ten (10) working days from the receipt of the Association's response. The Assistant Superintendent for Human Resources shall answer in writing to the Association President within ten (10) working days following the meeting of the Assistant Superintendent for Human Resources and the Association.
- 13.1.2.4 Step 4 - The Association may, within twenty (20) working days after receipt of the written reply of the Assistant Superintendent for Human Resources request arbitration by written notice to the Employer. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Association within thirty (30) days after written notice has been given to the Employer. If the parties fail to agree as to the arbitrator, an arbitrator will be selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Contract. Expenses shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a

record to be made, providing it pays for the record and makes copies available, at cost, to the other party.

13.1.2.5 Expedited Arbitration - Both parties to this Agreement may mutually agree to process a grievance at step four to expedite arbitration. The arbitration shall be conducted under the auspices of the American Arbitration Association. The conduct of said hearing shall be controlled by its rules.

13.1.2. 5.1 Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side by step three.

13.1.2.5.2 The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.

13.1.2.5.3 The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his/her written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Board, and all other expenses shall be borne by the party incurring them.

ARTICLE 14

DISCHARGE, SUSPENSION AND REPRIMANDS

- 14.1 When an employee is given a disciplinary discharge, suspension, layoff, or a written reprimand which is to be affixed to his/her personnel record, the Association and the employee shall be notified in writing, if possible within three (3) working days, of the action taken. The concept of just and reasonable cause will apply for the purpose of this Article. However, this Article does not apply to probationary employees.
- 14.2 An employee may request, in writing, that no written notice be sent to the Association.

ARTICLE 15

SENIORITY

- 15.1 Seniority shall be applied to bargaining unit members on the following basis:
System-wide seniority within classification (from date of hire in the UPPA union)
- 15.2 For the purpose of job bidding, the employee will use system-wide seniority.
- 15.3 Probationary Employees -- The probationary period for new hires shall be the first sixty (60) working days of their employment and shall be extended to the extent of any absences during that period. New hires shall be entered on the seniority list and shall rank for seniority from the original date of employment (first day worked adjusted by accumulative absences).
- 15.4 It is agreed that in order to provide additional time for a probationary employee to adjust to the new circumstances relative to his/her employment, the Board of Education may extend the probationary period thirty (30) working days, for a total probationary period of ninety (90) working days. The district will notify the employee in writing.
- 15.5 Probationary employees will not receive any fringe benefits during their probationary period. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

ARTICLE 16

SENIORITY LIST

- 16.1 The seniority list shall be sent and posted in each building in a central location semi-annually November 15 and April 15 and will show the following information for each bargaining unit employee:
 - 16.1.1 Assignment title
 - 16.1.2 Classification
 - 16.1.3 System-wide seniority
- 16.2 Seniority shall not be affected by race, sex, marital status, color, religious creed, age, ancestry, or dependents of an employee.
- 16.3 Once the seniority list is published it shall be open for challenge for fifteen (15) working days.
- 16.4 An employee shall be accorded seniority according to Article 15.
- 16.5 Seniority shall be adjusted to the extent of any and all leaves of absence as specified within this Agreement. Adjustments are limited to leaves of absence of more than ten (10) consecutive unpaid working days.
- 16.6 Seniority lists are not used to compute benefits and have no affect on the Michigan Public School Employees Retirement System.
- 16.7 A copy of the seniority list shall be forwarded to the Association President per the schedule outlined in Section 16.1 of this Article.

ARTICLE 17

LOSS OF SENIORITY

- 17.1 An employee shall lose his/her seniority for the following reasons:
 - 17.1.1 He/she quits or retires.
 - 17.1.2 He/she is discharged and discharge is not reversed through grievance proceedings.

- 17.1.3 He/she fails to return to work within five (5) working days after the issuance by the Employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the Employer's records.
- 17.1.4 He/she is absent from work five (5) consecutive working days without advising the Employer or giving satisfactory reasons to the Employer for such absence.
- 17.1.5 He/she overstays a leave of absence, unless there are extenuating circumstances.
- 17.1.6 He/she gives a false reason for a leave of absence.
- 17.1.7 He/she engages in other employment during such leave, except as provided in Article 25.7, "Career Change Leaves".

ARTICLE 18

LAY-OFF

- 18.1 The Association recognizes the exclusive right of the Board to determine personnel cuts.
- 18.2 The word "lay-off" means a reduction in the working force.
- 18.3 In the event of a lay-off, the order of lay-off shall be:
 - 18.3.1 Probationary employees within the assignment title being reduced.
 - 18.3.2 The least senior employee within the assignment title being reduced.
 - 18.3.3 The School District will provide the Association with ten (10) working days notice prior to any lay-off.
- 18.4 Seniority employees involuntarily transferred due to a reduction and providing they meet the necessary qualifications, shall:
 - 18.4.1 have the right to accept the lay-off instead of exercising their right to bump;
 - 18.4.2 bump the least senior employee within the assignment title being reduced;

- 18.4.3 bump the least senior employee in the classification provided the senior employee meets the qualifications of the position;
 - 18.4.4 bump the least senior employee in the next lower classification provided the senior employee meets the qualifications of the position;
 - 18.4.5 continue the bumping process outlined herein through the remaining classifications, if the employee is without sufficient seniority to bump in 18.4.4;
 - 18.4.6 be laid off if he/she remains without an assignment after completion of the bumping;
 - 18.4.7 be laid off if the bumping would place the employee into a position of qualifying for underemployment.
 - 18.4.8 Employees laid off under the terms of this Article shall be able to apply for unemployment. The District shall not contest such unemployment claims.
- 18.5 When a vacancy occurs that would allow an employee affected by reduction in force to remain in his/her appropriate classification, that employee shall be required to accept that assignment prior to exercising his/her right stipulated in Section 18.4, and its sub-sections, of this Article.
- 18.6 An employee who has been involuntarily transferred through the process outlined herein, shall be allowed first opportunity to return to assignment title should a vacancy exist and is not being filled as a result of a reduction in force.

ARTICLE 19

RECALL

- 19.1 Employees laid-off through the procedures specified in Article 18, shall be maintained on a recall list for a period equal to their system-wide seniority or at least one year.
- 19.2 Laid-off employees shall be recalled in the inverse order of the layoff. The most senior employee shall be recalled to the first opening in the assignment title position for which he/she is qualified.

- 19.3 Recall will be by written certified notice, return receipt requested, to the employees' last known address on file with the Board and shall require that the employee report for work within five (5) working days after delivery or proof of non-delivery.
- 19.4 If an employee fails to report for recall, he/she shall be considered a quit.

ARTICLE 20

ASSIGNMENT

- 20.1 Employees will be assigned work areas within the building or equipment in accordance with the needs of the Board. When activities or work loads appear to be excessive the employee shall have the right to a special conference with his/her immediate supervisor, with or without the Association Representative.
- 20.2 An employee who is requested by the employer to work during the summer, shall be paid his/her regular rate effective July 1st, of the new fiscal year.
- 20.3 When an employee works in a higher classification for a period of two (2) days, he/she will be paid the rate of the higher classification. When an employee works in a lower classification, he/she shall suffer no loss of pay.
- 20.3.1 This provision shall not be applicable to employees when involuntarily transferred pursuant to Article 18.
- 20.3.2 This provision shall be applied when an employee "subs" in another position or the same position.
- 20.4 When a permanent position is vacant and has been filled on a temporary basis by a substitute for more than seventy-five (75) working days, the position must be posted and opened up as a permanent position.
- 20.5 Less than full year employees of this bargaining unit who wish to be considered for substitute and/or temporary work during the non-working summer weeks may submit their name to the Human Resources Department.
- 20.5.1 Temporary positions are those that do not exceed ninety (90) working days.
- 20.5.2 The Association will be notified of the hiring of all temporary bargaining unit personnel.

ARTICLE 21

JOB POSTINGS

- 21.1 All bargaining unit positions shall fall into one of two categories: Primary positions and Auxiliary positions.
 - 21.1.1 Primary positions shall be defined as positions of more than three (3) hours.
 - 21.1.2 Auxiliary positions shall be defined as positions of three (3) hours or less.

- 21.2 All vacancies and newly created jobs within the bargaining unit that come under the definition of Primary positions shall be posted listing the specific requirements of the position for a period of seven (7) work days in a conspicuous place in each building. All postings will be posted via the District website. During the summer months, those employees wishing postings to be mailed shall provide self-addressed, postage paid envelopes to the Human Resource office. The posting period shall be five (5) work days during the months of August and September.
 - 21.2.1 Employees interested in the vacancies shall apply in writing within the seven (7) day posting period.
 - 21.2.2 Interviews shall be granted within ten (10) work days to applicants from the bargaining unit on a seniority basis as defined in Article 15. Interviews shall cease upon selection of a candidate for the posted position.
 - 21.2.3 Notification in writing shall be made to the selected applicant and to those not selected within five (5) work days after the effective close of the interview period.

- 21.3 All vacancies and newly created jobs within the bargaining unit that come under the definition of Auxiliary positions shall be posted listing the specific requirements of the position for a period of five (5) working days in a conspicuous place within the building in which the position occurs and it will also be posted on the District web site.
 - 21.3.1 Employees interested in the vacancies shall apply in writing to the Building Principal.
 - 21.3.2 If no bargaining unit employees from within the building apply, but one or more qualified bargaining unit employees have a schedule

which could accommodate the posted position, the Principal may then assign the posted position to a bargaining unit member for a two (2) week period, or longer if the bargaining unit member accepts.

21.3.3 In the event that the Building Principal is unable to fill the position from within the building, he/she will have flexibility in the interview and selection process.

21.3.3.1 It is understood that bargaining unit members who accept a position in another building will not be paid for travel time to the other building.

21.3.4 In the event the position is unable to be filled from the posting, hiring may then proceed to candidates outside of the bargaining unit.

21.4 Employees working in both Primary and Auxiliary positions will be paid at their respective rates according to Article 39.

ARTICLE 22

TRANSFER AND PROMOTION

22.1 TRANSFER

22.1.1 In filling vacancies the Employer agrees to give due weight to the experience, competency, attendance, work record, and other posted qualifications and skills of all applicants, and the length of time each has been in their classification and in the District. The Employer declares its support of a policy of promotion from within its own UPPA staff.

22.1.2 When the experience, competency, attendance, work record, and other posted qualifications and skills of the two or more applicants are relatively equal, the most senior applicant will be awarded the position.

22.2 LATERAL TRANSFERS

22.2.1. If an employee's request for a transfer is granted, he/she must remain in that position for at least four (4) months or until the end of the current school year, whichever is appropriate. A transfer does not prohibit an employee from promotions.

22.3 TEMPORARY TRANSFERS

22.3.1 Employees so transferred shall receive the rate of pay, whichever is higher, between their former job rate of pay or the rate of pay for the job to which they are transferred.

22.4 INVOLUNTARY TRANSFERS

22.4.1 Involuntary transfers shall not take place without prior discussion with the affected employee in which case any objections to the assignment by the employee shall be considered. Whenever possible, involuntary transfers are to be minimized and avoided.

22.4.2 Involuntary transfers due to layoff and/or reductions are pursuant to Article 18.4.

22.5 PROMOTIONS

22.5.1 A "promotion" is an upward change in classification which results in additional compensation for additional responsibilities.

22.5.2 The employee receiving the promotion shall receive a thirty (30) working day trial period in the new position. During the trial period, the employee shall receive the rate of pay for the job he/she is performing.

22.5.3 The employee shall have the right, during the trial period, to revert to his/her former assignment title position if he/she so desires, and to his/her former job assignment if that job assignment has not been eliminated. In addition, the employer shall have the right to revert the employee to his/her former assignment title and location if in the opinion of the employer, the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee with a copy to the Association.

22.6 TRANSFERS OUTSIDE THE BARGAINING UNIT

22.6.1 If an employee is promoted to a position not included in the bargaining unit, and is thereafter transferred back to a position within the bargaining unit, he/she will return with accumulated seniority he/she had at the time he/she was promoted outside the unit. Seniority shall be protected for a period of twenty-four (24) months.

ARTICLE 23

TESTING

- 23.1 Testing, for the purpose of qualifying for promotions, shall be conducted twice yearly, if needed, by the Board at an announced time and place and shall be open to all bargaining unit members wishing to participate. Additional tests may be given during the year based on the particular circumstances involved. Results of such tests will be made known to the individual employees at the time the results are placed in the personnel file and any employee may retake any test being given at the next testing session. Test results shall be placed in the individual's personnel file. All tests shall be administered and scored at no cost to the member.
- 23.2 The District may require any member to wait one calendar year before retaking any specific test.
- 23.3 One member of the UPPA, appointed by the President, shall be entitled to sit upon a joint committee established to review procedures, establish the role such testing plays in hiring and assignment, and define qualifications and skill levels required for unit positions. All test pursuant to this Article may be annually reviewed for relevancy by the joint testing committee.

ARTICLE 24

PAID LEAVE

- 24.1 Sick Leave: (Seniority accumulative and benefits accruing)
 - 24.1.1 Employees shall accumulate one (1) day of sick leave allowance, equivalent to the number of hours normally worked in their work assignment for each month the employee receives pay in a regular yearly position. Unused sick leave shall accumulate up to a maximum of one hundred (100) days and shall be designated as "accumulated sick leave allowance".
 - 24.1.2 When leave is exhausted, such employees shall not accrue any more days unless working.
 - 24.1.3 An employee's absence shall be chargeable to this accumulated sick leave allowance. Sick leave days for employees will be paid on the basis of the number of actual scheduled hours of work or actual hours absent, and the employee's current rate of pay. Employees must report sick leave absences using the absence reporting system and may report sick leave absences on an hourly basis using the absence reporting system.

- 24.1.4 An employee, while on paid sick leave shall be deemed to be on continuous employment for the purposes of computing all benefits referred to in this Agreement.
- 24.1.5 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- 24.1.6 Upon retirement by or death of a bargaining unit member from the Utica Community Schools and the Michigan Public Schools Employees Retirement System, the employee or the employee's estate will be compensated for those accumulated sick leave days in excess of fifty (50) up to one hundred (100) days at the rate of \$5.00 per hour.
- 24.1.7 In any one year, the employee may use, from his/her "accumulated sick leave allowance", up to five (5) days for a bona fide pressing need due to illness in the immediate family. Immediate family shall be interpreted as a spouse, children, parent or a family member residing in the employee's household.
- 24.1.8 The parties agree that abuses which defeat the purpose for which the leave exists are violative of the standards of the Association and are intolerable to the public responsibility reposed in the Board of Education.

24.2 Personal Leave:

- 24.2.1 Three (3) of the accumulative sick leave days may be used annually as leave days without specificity to all employees. Applications must be made at least two (2) working days prior to the date of the leave. Personal leave days may only be taken in half or whole days. Personal leave days may not be taken immediately prior to or subsequent to paid holidays or vacation periods except in emergencies. However, an employee's immediate supervisor may approve the use of personal leave days in conjunction with paid holidays and/or vacation periods when the leave will not adversely affect the operation of the School District.
- 24.2.2 Forms for personal leaves will be available at each building. They must be submitted through the immediate supervisor or the building principal to the Human Resources Office.

24.3 Business Leave:

- 24.3.1 One of the accumulated sick leave days may be used annually for business leave for business that cannot be conducted at any time other than during working hours. Business leave days are to be used only to conduct true

and pressing business that cannot be conducted on days or hours other than that of the working schedule. Applications for the use of a business leave day must be submitted to the Human Resources Office not less than two (2) work days prior to the date of the leave. This request must state the reason and receive the approval of the employee's supervisor and the final approval of the Assistant Superintendent for Human Resources. Business leave days may not be taken immediately prior to or subsequent to paid holidays or vacation periods except in emergencies.

24.4 Funeral Leave:

24.4.1 In the event of the death of an employee's parents, step-parents, child, step-child, spouse, sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, daughter-in-law, or a member of the employee's immediate household; the employee shall be allowed up to three (3) consecutive days, and may be allowed two (2) additional days depending on travel time required, as bereavement days. Pay will be at his/her average earned rate for the time lost from the employee's regularly scheduled work. The employee must attend the funeral to be entitled to the above payment and such days are not to be deducted from sick leave.

24.5 Association Funeral Obligations:

24.5.1 The Association President, or his/her designated representative shall be allowed one (1) day in the event of a death of a member of the Association for the exclusive purpose of attending the funeral. Request for released time by members of the Association desiring to attend the funeral of an Association member shall be given consideration by the employee's supervisor.

24.6 Judicial Obligations:

24.6.1 An employee who serves on jury duty will be considered on the job for purposes of leave accrual and will be paid the difference between his/her pay for jury duty and his/her regular pay.

24.6.2 If a UPPA employee is subpoenaed by the School District or on behalf of the Utica Board of Education, this time shall not be deducted from their sick leave.

ARTICLE 25

UNPAID LEAVE

- 25.1 Leave of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority. Leaves will be granted upon written request to the Human Resource Office, without loss of seniority or classification to all full time employees with one (1) year of employment. Leaves may be granted, upon written request, without loss of seniority or classification to part time employees at the discretion of the employer. Leaves may be granted for:
- 25.1.1 Service in governmental agencies or nationally recognized professional labor, social and fraternal organizations which the employee has been formally designated to represent. (Seniority fixed and benefits non-accruing.)
- 25.2 Disability Leave: (Seniority accumulative and benefits accruing - per Article 40.)
- 25.2.1 Upon exhaustion of paid sick leave, the employee will be notified to apply for a leave of absence if he/she is not able to return to work. All accumulated sick leave allowance days shall be used prior to an employee being placed on a leave of absence for disability.
- 25.3 Prolonged illness in the immediate family with appropriate medical documentation: Spouse, child, step-child, parent, step-parent, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and/or a relative living and making his/her home in the employee's household, shall be included in the employee's "immediate family". Upon the request of the employee, the employer may grant leave allowance even though the person who is injured, ill, or deceased is not within the employee's "immediate family". (Seniority fixed and benefits non-accruing.)
- 25.4 Leaves may be extended by the employer for good cause. Such extensions shall not exceed one (1) year.
- 25.5 Consent Leave: (Seniority fixed (ten (10) days or more) and benefits non-accruing.)
- 25.5.1 All leaves other than those provided for in the above sections shall be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof.

25.6 Military Leaves:

25.6.1 Employees who leave the school district in order to serve in any branch of the armed services of the United States shall be granted a leave and their reinstatement after such service shall be in accordance with the Universal Military Training Act as amended and other applicable laws and regulations.

25.7 Career Change Leaves: (Seniority fixed and benefits non-accruing.)

25.7.1 A bargaining unit member may be granted a leave of absence for up to a maximum of ninety (90) working days for the purpose of exploring the possibility of making a "career change". Requests for career change leaves shall be submitted to the Human Resources Office prior to May 1.

25.7.2 Article 17.1.7 shall not apply to persons granted career change leaves.

25.8 Persons returning at the expiration of their approved leave of absence shall be placed in any vacancy existing in the classification they last held before going on leave. If no vacancy exists, they shall have the right to bump as provided in Article 18. This provision does not apply to those on a leave in accordance with Articles 25.5, 25.7.

25.9 Employees who are on unpaid leave of absence shall not be permitted to bid on any vacancies until after having returned from such leave.

25.10 The Association is to be notified of all unpaid leaves when granted by the Administration.

25.11 Family Medical Leave Act - Employees will be permitted leaves pursuant to the provisions of FMLA. Such leaves will be coordinated with other leave provisions (paid and unpaid) provided under this Agreement.

ARTICLE 26

HEALTH AND SAFETY IN THE WORK PLACE

26.1 It is recognized that the health and safety of employees is a prime concern of the Board. Therefore, a district-wide emergency plan providing for individual building and department programs will be established and modified periodically

- by the Board to maintain its effectiveness. This procedure is a proper subject for discussion at a Special Conference.
- 26.2 Bargaining unit members shall not be required to work under unsafe or hazardous conditions in the work place; the employer will determine if the condition is safe, and if the employee refuses to work in such conditions and is subsequently disciplined, such discipline is subject to the grievance procedure. The work place does not include travel to and from the employee's assignment location.
- 26.3 A fan-out procedure utilizing the telephone and UPPA staff shall be established and evaluated periodically by the Administration in consultation with the Association.
- 26.4 In the event of an emergency, procedures to be followed are described in the Utica Community Schools Crisis Management Plan.
- 26.5 The Board may, at its discretion, require that an employee submit to an Independent Medical Examination to determine an employee's fitness for duty. The cost of such exams shall be borne by the District.

ARTICLE 27

HOLIDAYS

- 27.1 An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days, and who is on duty the scheduled work day immediately prior to, and the scheduled work day immediately after the holiday, shall receive a holiday with pay at the employee's regular wage for such days: New Year's Day, Good Friday, Easter Monday, Tuesday after Easter, Memorial Day, Labor Day, Thanksgiving Day, day after Thanksgiving, one full day immediately preceding Christmas, Christmas Day, day after Christmas, one full day immediately preceding New Year's Day.
- 27.2 Should a holiday fall on a Saturday, Friday shall be considered the holiday and Thursday the day preceding the holiday. Should a holiday fall on a Sunday, Monday shall be considered the holiday and Friday the day preceding the holiday.

ARTICLE 28

WORK SCHEDULE

- 28.1 Work Year: The work year shall be established by the Assistant Superintendent for Human Resources or designee.
- 28.2 Work Week: The work week shall consist of seven (7) consecutive days commencing with midnight Sunday and ending with midnight the following Sunday.
- 28.3 Work Day: The appropriate administrator will determine the hours for the employee's work week/work day as per the individual needs of each building.
- 28.4 School Closure: When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the Association member has no control over, Association members will not be required to work and, will be paid at their regular rate of pay for the day by having one accumulated sick day deducted from their balance.
- 28.5 Each full time UPPA member will have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, time to be agreeable with his/her immediate supervisor. Every UPPA member working a minimum of three hours will be entitled to have a fifteen (15) minute break, time to be agreeable with his/her immediate supervisor.
- 28.6 All UPPA personnel working more than four (4) hours per day, shall be entitled to a duty free uninterrupted lunch period of not less than one (1) hour unless required to work with a student. If required, the employee will be paid for the time taken from lunch period. Modifications of this provision is subject to mutual agreement between employee and immediate supervisor.
- 28.7 Employees may be requested to work on scheduled parent teacher conference, open house, and/or in-service days.
- 28.8 Employees who participate in school sponsored overnight school functions shall receive \$50 for each evening they are required to stay overnight.
- 28.9 Once the school calendar and work schedule has been established, no change can be made without five (5) days, prior notification to the Association except for short term changes arising out of emergency situations.
- 28.9.1 Administration will notify less than twelve month UPPA personnel of the date they are to report for work the subsequent school year by August 1st of each year.

- 28.10 Inservice Days - Bargaining unit members will be allowed to attend scheduled inservice training when the nature of the training is directly related to the employee's work assignment or when it is determined that such attendance is appropriate. Determinations regarding the appropriateness of such training will be made by the Assistant Superintendent for Human Resources.
- 28.11 Those individuals who work directly with a particular student and such student is not in school on a given day due to spontaneous absence of a short duration, shall be entitled to work a minimum of two hours. The principal may require or may allow the employee to stay for the employee's entire regular shift.

ARTICLE 29

OVERTIME

- 29.1 The general policy regarding overtime for employees is that it is first offered to employees within a department provided that the employee possess the skills and qualifications necessary to perform the tasks and are available at the time the overtime is required. Unique circumstances may dictate a departure from the general policy.
- 29.2 Overtime actually worked, and authorized by the Superintendent or her designated representative, in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week shall be compensated at time and one-half the employee's regular rate of pay. Holiday work and Sunday work shall be compensated at twice the amount of the employee's regular rate of pay without regard to the total number of hours worked during the regular work week.

ARTICLE 30

CONTINUING EDUCATION

- 30.1 UPPA personnel who successfully complete courses of study dealing with the skills required for his/her position offered at a fully accredited institution shall be reimbursed for the tuition paid.
- 30.2 In order to receive reimbursement, UPPA personnel must have prior approval from the Assistant Superintendent for Human Resources concerning the studies to be pursued.
- 30.3 When tuition reimbursement is received by a member and employment is terminated within a year of completion of that class, Utica Community Schools

may request reimbursement of the entire amount of that payment. This request will be made pending a consultation between the Assistant Superintendent for Human Resources or a designated representative and the President of the UPPA or a designated representative.

- 30.4 UPPA personnel who have successfully completed a degreed program in a related field at an accredited institution will be entitled to a one time payment of \$200.00. This payment will be made upon receipt of an official transcript in Human Resources. This payment will also be offered to those who currently hold, and provide verification of, a paraprofessional certification from an accredited institution or the MISD.
- 30.5 The district shall reimburse employees the cost of required testing provided the employee presents proof of passing such test. This would include all who have already paid for and passed tests required by ESEA.

ARTICLE 31

WORKER'S COMPENSATION

- 31.1 Each employee shall be covered by the applicable Worker's Compensation laws.
- 31.2 In the event of an on-the-job accident in which the employee is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earnings not covered by Worker's Compensation, shall be covered by sick leave pay, and this portion (sick leave) only to be deducted at the equivalent straight time rate from the employee's accumulated sick leave.

ARTICLE 32

RETIREMENT

- 32.1 Retirement may be requested by or to the Board of Education, depending on the health, vitality and competency of the employee.

ARTICLE 33

RATIFICATION

- 33.1 The Association agrees to submit this Agreement to the members of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the Association will conduct any ratification vote in accordance with its adopted constitution and bylaws.

ARTICLE 34

BULLETIN BOARDS, BUILDING & EQUIPMENT USE & MAIL

- 34.1 The Employer agrees to provide a designated section of an available bulletin board in each building which may be used by the Association for posting notices.
- 34.2 The Association will be permitted the use of school facilities for regular and special business meetings of the Association and for committee meetings on Association business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 34.3 The Association shall have the right to use, on the school premises, equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained from the building principal or his representative. Denial of requests is not subject to the grievance procedure.
- 34.4 The Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations and prior approval is granted by the appropriate administrator.
- 34.5 The Association shall have the right to use the school mails to distribute Association material. A copy of all notices to be posted will be forwarded to the Human Resources Office.

ARTICLE 35

NO STRIKE

- 35.1 No strike of any kind shall be caused or sanctioned by the Association during the term of this Agreement.

- 35.2 No lock out of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE 36

CONVENTION ATTENDANCE

- 36.1 The District will provide full pay for one (1) day for each of up to four (4) people, for a total of four (4) days per year, elected as at-large delegates of UPPA, upon prior notice, to attend the state convention of MEA in its convention year.
- 36.2 This Article is applicable only when the employee attending the convention for the Association would normally be scheduled for work.

ARTICLE 37

CLASSIFICATION CHART

Classification A

Elementary Technology Specialist

Classification B

Bilingual Paraprofessional
Special Services Paraprofessional
Title I Paraprofessional
Vocational Paraprofessional
Math Tutor Paraprofessional

Classification C

Campus Monitors
General Education Paraprofessional
Research Center Paraprofessional

ARTICLE 38

SALARY SCHEDULE

38.1 LONGEVITY:

For the purpose of determining eligibility for the payment of longevity, all service in positions within the Utica Community Schools recognized by this Agreement shall be used. It is further understood that an individual qualifies for longevity after completing the specified number of years and will receive the increased salary amounts as specified in the chart that follows: The number of hours a bargaining unit member works will not be taken into account until the member becomes eligible for a longevity payment. From the eighth year forward, said member must be working a minimum of three hours to be eligible for the longevity payment.

(Payment shall be made at the end of each school year and the anniversary date of hire shall determine eligibility.)

2004-2005

| | Hourly Employees - less than 6 hours/day | Hourly Employees - 6 hours/day or more |
|----------|--|--|
| 8 years | \$400 | \$500 |
| 13 years | \$450 | \$550 |
| 20 years | \$500 | \$600 |

2005-2006

| | Hourly Employees - less than 6 hours/day | Hourly Employees - 6 hours/day or more |
|----------|--|--|
| 8 years | \$450 | \$550 |
| 13 years | \$500 | \$600 |
| 20 years | \$550 | \$650 |

2006-2007

| | Hourly Employees - less than 6 hours/day | Hourly Employees - 6 hours/day or more |
|----------|--|--|
| 8 years | \$500 | \$600 |
| 13 years | \$550 | \$650 |
| 20 years | \$600 | \$700 |

EXPERIENCE FOR IN-COMING PERSONNEL:

Credit for in-coming personnel may be granted to such new employee up to step 3 on the salary schedule.

SALARY SCHEDULE

Increments shall be adjusted two times per year. Individual increment dates which fall between July 1 and December 30 shall be paid as of July 1. All others shall be paid as of January 1.

UPPA SALARY SCHEDULE

| 2004/05 Salary Schedule: | | | | | |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| | Step 1 | Step 2 | Step 3 | Step 4 | |
| Class A | \$ 10.77 | \$ 11.10 | \$ 11.43 | \$ 11.77 | |
| Class B | \$ 10.60 | \$ 10.92 | \$ 11.24 | \$ 11.58 | |
| Class C | \$ 10.44 | \$ 10.76 | \$ 11.09 | \$ 11.42 | |
| 2005/06 Salary Schedule: | | | | | |
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Class A | \$ 10.77 | \$ 11.36 | \$ 11.69 | \$ 12.04 | \$ 12.16 |
| Class B | \$ 10.60 | \$ 11.17 | \$ 11.50 | \$ 11.85 | \$ 11.97 |
| Class C | \$ 10.44 | \$ 11.01 | \$ 11.35 | \$ 11.68 | \$ 11.80 |
| 2006/07 Salary Schedule: | | | | | |
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Class A | \$ 10.77 | \$ 11.36 | \$ 11.98 | \$ 12.34 | \$ 12.46 |
| Class B | \$ 10.60 | \$ 11.17 | \$ 11.79 | \$ 12.15 | \$ 12.27 |
| Class C | \$ 10.44 | \$ 11.01 | \$ 11.63 | \$ 11.97 | \$ 12.10 |

Vocational paraprofessionals get an additional \$.50/hour at Step 3 and \$1.25/hour at Step 4. Title I Paras will get an additional \$.25 at Step 3 and \$.50 at Step 5 beginning in January of 2006. Beginning with the 2006-2007 school year, Title I paras will receive an additional \$.50 (for a total of \$1.00) at Step 5.

ARTICLE 39

Benefits

39.1 Eligibility

39.1.1 The Board of Education shall provide all bargaining unit members with the following benefits:

- A. Life Benefits**
\$18,000 group life insurance coverage including accidental death & dismemberment.

- B. Long Term Disability Benefits**
LTD benefits will commence after 180 days of disability and will continue for five (5) years from date of disability, Public School Employees Retirement Act or until age sixty-five (65), whichever comes first. This coverage shall be for sixty-six and two-thirds percent (66 2/3 %) fully integrated basis of monthly salary with a ceiling of \$1,500 per month.

39.1.2 The Board of Education shall provide all full time six (6) hour employees in Classification A with the following benefits subject to the provisions herein. Full time employees shall be defined as employees who work at least six (6) hours per day or thirty (30) hours per week during the school year.

- A. Hospitalization Benefits**
Blue Cross Blue Shield "Community Blue" PPO health benefits with Preferred RX Prescription Drug Program, DC, XVA, PD-CM, PCD, PD-CR \$7.00, PD BC \$5.00, \$20.00 OV.

- B. Dental Benefits**
Dental insurance coverage with 90/85/50 benefits for in-network dentists. The carrier for the coverage shall be determined by the Board of Education.

- C. Vision Benefits**
Benefits equivalent to the VSP-2 vision care program.

39.1.3 The Board of Education shall provide all full time, six (6) hour or more employees in Classification B and C with the following:

A. Hospitalization Benefits:

The opportunity to purchase during open enrollment.

A CMM-PPO program with an annual \$500/\$1,000 deductible and a 20% co-pay. Preferred RX Prescription Drug Program PD-CR \$10.00.

Hospitalization Benefits

Blue Cross Blue Shield "Community Blues" PPO Health Benefits, DC and Preferred RX Prescription Drug Program, PD-CR \$7.00, PD BC \$5.00, \$20.00 OV.

B. Dental

The opportunity to purchase during open enrollment.

Dental insurance coverage with 90/85/50 benefits for in-network dentists. The carrier for the coverage shall be determined by the Board of Education, effective July 1, 2005.

C. Vision Benefits

Benefits equivalent to the VSP 2 vision care program, effective July 1, 2005.

- 39.2 Employees eligible for benefits as noted in 39.1.2 who show proof of insurance from a provider other than the Utica Community Schools shall be entitled to a payment of \$1,000.00 to be paid in (2) equal \$500.00 payments, one in the first pay in December, the second in the last pay in June. In the event that the employee loses insurance coverage during the school year from the other provider, the employee will be entitled to begin coverage in the month following notification to Human Resources.

Former UCS/SPA Classification VI members who are receiving health insurance benefits due to eligibility from the previous unit will be provided with equivalent coverage until they either leave employment with Utica Community Schools, or are no longer working full time.

ARTICLE 40
INSURANCE PROVISIONS - LEAVE OF ABSENCE

40.1 Paid Leave of Absence:

- 40.1.1 Insurance Provisions shall be in effect for the duration of all paid leaves of absence.

40.2 Non-Paid Leave of Absence:

40.2.1 Disability Leave of Absence: Hospitalization insurance shall remain in effect until the expiration of the leave. Term life insurance shall remain in effect until the expiration of the leave or the end of the disability.

40.2.2 All other non-paid leaves: All insurance provisions shall cease the first of the month following the start of the non-paid leave listed herein.

ARTICLE 41
IN-SERVICE

41.1 UPPA shall have one (1) representative on the committee which plans the annual in-service day for campus monitors. This "day" may be completed in two half-day sessions.

41.2 Other bargaining unit employees shall be permitted to work their regular shifts on tasks related directly to their current assignment on a day designated by administration and one on which teaching staff has a full day in-service.

ARTICLE 42
UTICA ALPHA

42.1 The following Utica alphabetical order has been agreed upon for the purpose of arranging an employee's seniority according to Article 15.

The first letter "U" establishes a priority on the seniority list where seniority is equal among and between employees. The number one has priority and the corresponding letters and extending numbers have decreasing priority through number 26.

| | | |
|-------|--------|--------|
| 1 - U | 10 - C | 19 - E |
| 2 - V | 11 - W | 20 - B |
| 3 - M | 12 - D | 21 - Y |
| 4 - T | 13 - X | 22 - Q |
| 5 - F | 14 - Z | 23 - O |
| 6 - G | 15 - R | 24 - P |
| 7 - S | 16 - K | 25 - I |
| 8 - N | 17 - J | 26 - A |
| 9 - L | 18 - H | |

ARTICLE 43
CLASSIFICATION REVIEW COMMITTEE

43.1 A Classification Review Committee shall be established.

The joint committee will be composed of three (3) members/representatives appointed by the Association President, and four (4) member/representatives appointed by the Board. The Committee will meet at the direction of the Human Resources Department.

Requests for review shall be submitted by the employee to the Human Resources Office and shall be marked confidential.

ARTICLE 44

AMENDMENTS AND TERMINATION

- 44.1 This Agreement shall commence March 1, 2005 and shall continue in full force and effect until *June 30, 2007*. If either party desires to terminate, modify, or change this Agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to June 30, 2007. If no notice is given by either party to terminate, modify, or change this Agreement, then this Agreement shall continue in full force from year to year. Compensation provided for in Article 38 shall be retroactive to July 1, 2004, for all members of the bargaining unit employed as of January 3, 2005.

This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the Agreement, and wherever the terms of this Agreement are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions and until such renegotiations have been completed, such provision or provisions, in conflict, shall be void.

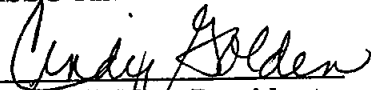
MEMORANADUM OF AGREEMENT

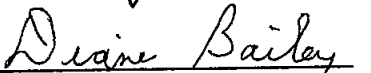
It is hereby agreed that Utica Community Schools will provide Campus Monitors with a coat for use in inclement weather once every five years. Should the coat be lost or stolen, it will be the responsibility of the Campus Monitor to provide a replacement coat of the same style for the duration of the five-year cycle or to compensate the District for a replacement.


MEMORANDUM OF AGREEMENT


It is hereby agreed that the Utica Paraprofessional Association will allow the Utica Community Schools the flexibility it needs to add hours to paraprofessional schedules at the the beginning of the school year up to and including September 30th of each year. In order to be effective, schedule changes must be agreed upon by the employee. Any extra hours not agreed to during this time period shall be posted according to Article 21.

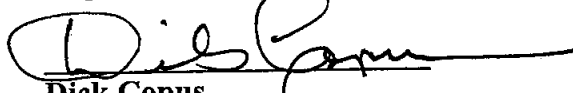
**UTICA COMMUNITY SCHOOLS –
UTICA PARAPROFESSIONAL
ASSOCIATION**

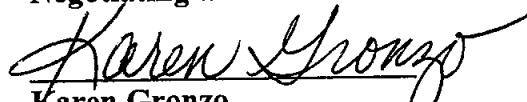

Cindy Golden, President



Diane Bailey, Past President



Celina Oberski
Chairman Negotiating Team


Patricia Mydlarz
Negotiating Team Member

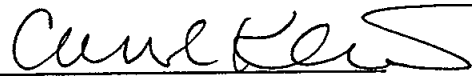

Dick Copus
Negotiating Team Member



Karen Gronzo
Negotiating Team Member

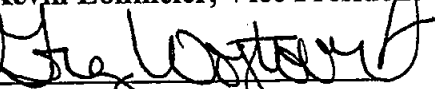

Betty Uglum
Negotiating Team Member


James Conlon
Executive Director, MEA

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