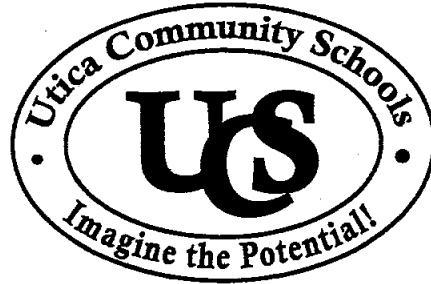


**AGREEMENT
BETWEEN**

UTICA COMMUNITY SCHOOLS



AND

UAW LOCAL 400



50210
06 30 2008.
UAW
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July 1, 2007 - June 30, 2008

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ARTICLE 1 – DESIGNATION OF THE PARTIES

On this ____ day of _____, 2007, at Sterling Heights, Michigan, the Utica Community School District located at Sterling Heights, Michigan, hereinafter designated as the "Employer," "District," or "Board", and by The International Union, UAW, hereinafter referred to as the "Union."

ARTICLE 2 – PREAMBLE

WHEREAS, the Union recognizes that the Board, under law, has the final responsibility for establishing policies for the district and administering the operation of the schools in said district; and

WHEREAS, Act 379, Public Acts of 1965, presently authorizes public employees and public employers to enter into collectively negotiated agreements concerning rates of pay, hours of employment, and other terms and conditions of employment of such public employees; and

WHEREAS, pursuant to an election conducted by the Michigan Employment Relations Commission and certified on December 19, 2006, recognizing the Union as the exclusive bargaining representative for personnel as hereinafter defined and set forth; and

WHEREAS, extensive professional negotiations between the representatives of the parties have resulted in certain understandings between the Employer and the Union; and

WHEREAS, the Employer and the Union desire to incorporate such understandings into a written collective bargaining agreement in the belief that such action is in the best interests of the residents of the Utica Community Schools, the students attending school therein, and the employees represented by the Union.

NOW THEREFORE, in consideration of the following mutual covenants, the Union and the Employer hereby agree as follows:

ARTICLE 3 – RECOGNITION

Section A. Unit Defined

The Board of Education hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), as the exclusive bargaining representative, for the purpose of negotiations as defined in Section 11 of Act 279, Public Acts of 1965, for all personnel it employs as specified in Article 45.

Section B. Unit Exclusions

The parties agree that the personnel in the following positions shall be excluded from the Bargaining Unit: Secretary to the Superintendent; Secretaries to the Assistant Superintendents, Secretary to the Budget Director; Executive Director of Administrative Services; Secretaries to Human Resources.

The excluded positions shall not exceed thirteen (13).

The Union agrees that they shall not accrete any job title presently covered by Board of Education Policy #4231.4 Non-Affiliated Employees, to the Recognition Clause of this Agreement.

ARTICLE 4 – PURPOSE AND INTENT

Section A. Purpose

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, to provide for an orderly and harmonious work environment, and to provide a prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer.

Section B. Modification

If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Employer and the International Union, UAW.

Section C. Representation

No individual employee or group of employees, acting independently of the International Union, UAW may alter, amend, or modify any provisions hereof.

Section D. Term Definitions

When used in this Collective Bargaining Agreement, Agreement shall mean the Collective Bargaining Agreement.

Board shall mean the Board of Education, School District, Superintendent, Assistant Superintendent, Business Manager, Building Administrator or any other agent of the Board of Education.

Section E. Employee Definition

The terms "Bargaining Unit Member" or "Member" when used hereinafter in this contract shall refer to all employees represented by the Union in the bargaining unit as above defined.

Section F. No Discrimination

There shall be no discrimination by the Union or the Employer toward any employee(s) in accordance with Board Policy.

All references to employees in this agreement designate both sexes.

Section G. Union Security

As a condition of employment, each member of the bargaining unit must, within thirty (30) calendar days of the effective date of the agreement or thirty (30) calendar days after employment in the bargaining unit (whichever is later), and monthly thereafter, tender to the Union either membership dues and assessments or in the alternative, a service fee in an amount equivalent to the uniformly required union dues. Provided the Union complies with all applicable legal requirements pertaining to membership/service fees determination and assessment.

If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Union, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Union. The Union 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 Article 4.

Section H. Dues Deduction

As provided and qualified in Article 4, Section G, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Union. Monies so deducted will be transmitted to the Union, or its designee, no later than ten (10) days following each deduction.

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

Section I. Voluntary Contributions

Should it become legal for public employees to have voluntary contributions to political action committees withheld from their paycheck, the Employer agrees that they will withhold those contributions and remit to the Union upon receipt of an authorization card requesting such withholding. Such voluntary contributions shall be remitted to the Union in the same manner as provided for in Section H of this Article.

Section J. Change in Authorization

The Employer will automatically renew deductions each year unless notified in the following manner: any employee desiring to have the Employer discontinue deductions he/she has previously authorized must notify the Employer's representative and the Union in writing prior to the first day an employee is scheduled to report for work at the beginning of each school year.

Section K. Severability

To the extent any provision of this Agreement conflicts with law or is deemed contrary to law by a Court of competent jurisdiction, such provision will be void and of no force and effect. Such invalidation of a part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

ARTICLE 5 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section A. No Denial or Restriction of Employee Rights

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. 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.

Nothing contained herein shall be construed to deny or restrict to any employee any rights he/she may have under Michigan Law. The rights granted to an employee hereunder shall be deemed to be in addition to those provided elsewhere; nor shall anything contained herein be construed to deny or restrict to the Employer any rights, privileges or duties it may have under the laws of the State of Michigan.

Section B. No Denial or Restriction of Personal Rights

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.

Section C. Administering Medications

Some bargaining unit members may be required to administer medication to students as part of their regular duties. The District is responsible for training employees to administer such medications. The District will obtain and maintain liability insurance which specifically provides coverage for all members involved in such responsibilities. See letter of understanding page 50.

Section D. Use of School Facilities

The Union or any committee thereof shall be permitted reasonable use of school building facilities and equipment at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. Any permission granted to the Union for the use of school premises shall require prior approval from the Employer's representative before exercising such right.

Section E. Financial Information

The Employer agrees to furnish the Union in response to written requests all available public information that has been compiled and is available concerning the financial resources of the Utica Community Schools, tentative budgetary requirements and allocations, and such other information not inconsistent with the provisions of this Agreement that shall be required by the Union in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement.

Section F. Board Agenda Information

Copies of the Agenda for Board meetings and minutes of previously held Board meetings will be made available on the District web site.

Section G. Responsibility to Perform Duties

The Unit Chairperson, or her designated representative, may have up to, but not exceeding five (5) hours per week, at the beginning and/or end of a shift to address Union business. Any hours in excess of two and one-half (2 ½) must be used for emergencies and are to be reported to the supervisor of Human Resources. The five

(5) hour limit may be exceeded only by the permission of the Assistant Superintendent for Human Resources.

Properly designated Union Representatives and, where required, employees shall be allowed time off without loss of pay during working hours to attend Grievance Hearings, or meetings called or agreed to by the Employer.

The Union will be provided up to twenty (20) days during the school year for use as determined by the Union to perform Union business. The Union will purchase these days at a rate to provide a substitute when a substitute is employed. The Union will, provide at least forty-eight (48) hours notice when a substitute will be required.

Section H. Right to Representation

An employee shall, at all times, be entitled to have a representative of the Union present when the employee is being reprimanded, or disciplined for any infraction, discipline or delinquency in performance or for any investigation which may result in such discipline. Any such reprimand or disciplining shall be done in a private meeting.

When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Union is present. If it is not possible for a representative of the Union to be present on the day of the meeting, then the representative shall meet with the parties no later than the following day.

Section I. Just Cause

No employee shall be disciplined, demoted or discharged or penalized in any manner without just cause.

Section J. Safety Legislation

All employees, including those hired prior to January 1, 2006, shall comply with the School Safety Legislation (Public Acts 121.139 of 2005) including, but not limited, to compliance with notice provisions, fingerprinting requirements and future amendments. Employee is responsible for cost of fingerprinting.

For the 2006-2007 school year, Utica Community Schools will pay for the cost of the fingerprints. After June 30, 2007, any current employee who has not completed the fingerprinting will be responsible to make an appointment to be fingerprinted at a state approved site and the employee will bear the cost. By law, employees must have completed the fingerprinting by June 30, 2008.

ARTICLE 6 – BOARD RIGHTS

Section A. Statement of Employer Rights

There is reserved exclusively to the Employer all responsibilities, powers, rights and authority vested in it by the laws and Constitutions of Michigan and the United States, except where expressly and in specific terms limited by the provisions of this Agreement.

Section B. List of Employer Rights

Except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Utica Community Schools District, and to direct its employees. The Union 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:

1. To the executive management and administrative control of the school system and its properties, facilities and equipment; and activities of its employees during working hours.
2. To hire all employees and, subject to the provisions of law and the terms of this Agreement, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion for just cause and to promote and transfer all such employees;
3. To establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of bargaining unit members and their working conditions, which are not inconsistent with the provisions of this Agreement or violative of law;
4. To 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;
5. To determine the policy affecting the training of employees providing that such selection shall be based upon lawful criteria.

Nothing in this Agreement, except as modified by the specific terms of 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.

Section C. Non-Waiver of Rights

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered therein.

ARTICLE 7 – JOINT RESPONSIBILITIES

Section A. No Strike

Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, recruitment sanctions, sit-down, stay-in or slowdown, in any school buildings or property of the Employer or any curtailment of duties or restriction or interference with the operations of the school system during the term of this agreement or extension thereof.

Section B. No Lockout

The School Board will not lock out any employees.

ARTICLE 8 – UNION RIGHTS

Section A. Aid to Other Organizations

The Employer agrees not to, and shall cause its designated agents not to, aid, promote or finance any other labor or employee organization which purports to engage in employee representation of employees in this Unit, or make any agreements with any such group or organization for the purpose of undermining the Union's representation of the Bargaining Unit covered by this Agreement.

Section B. Information provided to the Union

1. Monthly Transaction Report

The Employer agrees to furnish to the Union information about employees in this Unit who are hired, reinstated, transferred into or out of the Bargaining Unit, promoted, reclassified, placed on leaves of absence of any type, and/or separated from employment. The Employer will furnish said reports via copies of payroll memos and letters to employees. Information will be sent to the Union Chair at the time said document is created.

2. Annual Demographic Report

The Board will provide to the Union in October of each year, in electronic format, a demographic report which contains the following information for each employee in the Bargaining Unit: the employee's name; identification number; street address, city; state; zip code, and worksite.

This listing shall be based on the active employee's records during the first pay period of September. The parties agree that this provision is subject to any prohibition imposed upon the Board by courts of competent jurisdiction or laws of the United States of Michigan.

3. Monthly Dues Report

Membership dues and Service Fee deductions for each bi-monthly pay period shall be remitted to the designated Financial Officer of the Local Union, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Financial Officer of the Local Union a listing identifying those employees who have a valid dues deduction authorization on file indicating the amount of dues or fees withheld.

Section C. Bulletin Boards

The Employer agrees to furnish a designated section of an available bulletin board at reasonable locations for use by the Union to enable employees of the bargaining unit to see materials posted thereon by the Union. Locations will normally be at or near an area where employees in the Unit have reasonable access or congregate.

The bulletin boards shall be maintained by the Union and shall be for the sole and exclusive use of the Union for communicating to employees about Union business and activities.

No materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or the Union shall be posted.

In the event that the Employer determines that any posting violates the provisions of this Section, the Employer will notify the International Union, which shall promptly notify its local designee that the posting shall be removed. In addition, the Employer will endeavor to make certain that unauthorized removal of material from the Union bulletin boards does not occur.

Section D. Mail Service

The Union shall be permitted to use the internal mail systems of the Employer to communicate on issues such as individual or group grievances, notice of meetings, transmittals or responses from the Employer, and all other matters which originate from conducting business with the Employer, excluding any political action materials.

The Employer shall not intentionally open, alter, intercept, delay, or in any manner tamper with articles so mailed, if marked "UAW Confidential", "Confidential" or "Union Business" or designated in some other manner that the contents are related to Union business.

Section E. Operational Space

The Employer shall make available, upon request and if available, a private meeting room where a Union Representative may meet with a Bargaining Unit employee for Union representational activities, such as a meeting with a grievant.

Section F. Access to Premises by Union Staff

Upon notice to the Assistant Superintendent for Human Resources (or designee), employee or non-employee Officers and Representatives of the Union may meet in District facilities when it relates to District Union business. Meetings shall not occur during working hours or when students are in session, except for the enforcement of, or as specified elsewhere in this agreement. Furthermore, the Union agrees that such visitations shall be carried out subject to operational or security measures established and enforced by the Employer and in the event meetings do occur during business hours such meetings shall not detract from the business of the school.

ARTICLE 9 – DISCIPLINARY ACTION

Section A. Authority

The parties recognize the authority of the Employer to reprimand; both orally and in writing, suspend, discharge, or take other appropriate disciplinary or corrective action against an employee for just cause.

Discipline, when invoked, will be progressive in nature. However, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation, up to and including discharge, subject only to the Employer's obligation to discipline employees for just cause.

Section B. Investigation

The parties agree that disciplinary action must be supported by a timely and accurate investigation. The Board will agree to conclude an investigation as expeditiously as possible.

ARTICLE 10 – NON-DISCIPLINARY COUNSELING AND PERFORMANCE REVIEW

The intent of performance review and counseling is to inform and instruct employees as to requirements of performance and/or conduct. A performance review shall not be considered as punitive/disciplinary action nor as prerequisites to disciplinary action.

Section A. Performance Discussion or Review

The parties recognize that supervisors are required to periodically discuss and review work performance with employees. Such discussions are not investigations, but are opportunities to evaluate and discuss employee performance and, as such, are the prerogative and responsibility of the Board. An employee shall not have the right to a Union Representative during such performance discussion or review.

ARTICLE 11 – PERSONNEL FILES

Section A. General

Under no circumstances shall an employee's medical file be contained in the employee's personnel record; however, records of personnel actions based upon medical information may be kept in personnel files.

Section B. Access

Access to individual personnel record shall be restricted to authorized management personnel, the employee and/or a designated Union Representative, the latter upon written request. An employee shall have the right, upon request, to review his/her personnel record at no more than twice per year. An employee may be accompanied by a designated Union Representative if the employee so desires. Record review shall normally take place at the Human Resource Office. Upon employee request, the Employer shall make and furnish a copy of documents, or parts of documents, to the employee, or with written permission, to the Union Representative.

Section C. Employee Disagreements

An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing, shall specify with particularity that record, or part of a record, with which he/she disagrees, and how the employee proposes to correct the record. The Employer shall either correct or remove such disputed information or deny the employee request in writing. In the absence of an agreement between the Employer and the employee, the employee may submit a written statement to the Employer explaining the disagreement, which statement in combination with any other such written explanatory statement shall not exceed five (5) sheets of 8-1/2-inch by 11-inch paper. Such employee statement(s) shall remain in the personnel file as long as the original information, with which the statement reports disagreement, is a part of the file.

Section D. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel record shall be provided to the employee (the employee so

noting receipt, or the supervisor noting employee refusal to acknowledge receipt) or sent by first class mail to the employee's last address appearing on the Employer's records.

Section E. Confidentiality of Records

This Article shall not be construed to expand or diminish a right of access to records as provided in The Freedom of Information Act (Act 442 of the Public Act of 1976), or as otherwise provided by law.

The Employer will not release an employee's final disciplinary action record to anyone other than the authorized representative(s) of the Employer, or the designated Union Representative upon written request unless the Employer furnishes the employee with written notice of such release on or before the day the information is released. Such notice shall be provided to the employee by first-class mail at the employee's address-of-record or, preferably, at the work location by school mail.

This provision shall not apply or prohibit the Employer from releasing such information where:

1. The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration; or
2. The information is requested by and provided to a government agency as a result of a claim or complaint by an employee with such government agency, or as otherwise required by law.

Section F. Expunging Records

Forty-eight (48) months following the date on which the action was taken, records of disciplinary action shall not be used in any subsequent disciplinary action provided that no new disciplinary action has occurred during the forty-eight (48) month period. These provisions shall not prohibit the Employer from maintaining records of any disciplinary action as may be required by law.

Section G. Confidentiality of Medical Records

To insure strict confidentiality, medical reports and records made or obtained by the Employer relating to an employee shall not be contained in, nor released in conjunction with, the employee's personnel file. Only authorized representatives of the Employer, the employee, and Union Representatives with written authorization from the employee shall possess or have access to such employee medical reports or records, including records prepared by a private physician, rehabilitation facility, or other resource for professional medical assistance.

This provision shall not prohibit the Employer from placing information in the employee's medical file which reflects Employer-initiated correspondence with a medical

practitioner, or the employee, regarding diagnoses, prognoses, and fitness for employment, or absences from work associated therewith, nor from placing copies of records and reports containing conclusions by the Employer concerning the employee's fitness for duty based upon proper medical records and reports. This file may be reviewed by the employee and/or the employee's representative in the same fashion as the personnel file.

The Employer shall not be prohibited from furnishing or otherwise releasing medical records or reports pertinent to the grievance made or obtained by the Employer where such release is specifically required to process a grievance which involves the use or interpretation of such reports or records by the Employer, to a legal action or arbitration, or to a complaint or claim filed with a government agency by an employee.

ARTICLE 12 – GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" is defined as a complaint alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. The term "employee" may include a group of employees who are similarly affected by a grievance.
3. The term "days" when used in this section shall, except as otherwise indicated, mean Monday through Friday, inclusive. However, legal holidays and recesses, including the summer recess, shall not be considered as days under this section.
4. "Group grievances" are defined as those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as practical, name all employees and/or classifications and all work locations covered and may, by mutual waiver of a lower Level, be filed at an agreed upon advanced Level where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted. Group grievances shall be so designated at the first appropriate Level of the grievance procedure, although names may be added or deleted prior to a Level Three hearing.

Section B. Purpose

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

Section C. Procedure

In the event a grievance on behalf of an employee who works less than 52 weeks per year is filed on or before the first of June, which if left unresolved until the beginning of the following school term could result in irreparable harm to the employee or group of employees concerned, the time limits set forth herein shall be appropriately reduced.

1. Level One:

The employee with a grievance shall first discuss the matter with the immediate supervisor, within five (5) days of the occurrence of the cause for complaint, or when they reasonably should have become aware of the cause, either individually or with a Union representative, with the objective of resolving the matter informally. The immediate supervisor shall make the decision known to the employee within five (5) days of the meeting. Any grievance not filed within five (5) work days of the immediate supervisor's response shall be automatically closed.

2. Level Two:

In the event the grievance is not satisfactorily resolved at Level One, the grievance shall be reduced to writing showing the alleged Article, Policy and/or Rule violated, the issue, pertinent facts, and desired remedy, signed by the grievant and submitted within five (5) days of the response at Level 1 to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources, the International Union Representative and one representative of the Union Bargaining Committee shall, within ten (10) days following receipt of the grievance, arrange for and hold a grievance hearing. The Assistant Superintendent of Human Resources shall give a written disposition within ten (10) days of the conclusion of the hearing.

The written response will provide a rationale for the decision.

3. Level Three:

If the grievance is not satisfactorily resolved above, only the Union may request, within twenty (20) days after receipt of the written reply of the Assistant Superintendent for Human Resources, that the matter be submitted to impartial arbitration. If the grievance is to be submitted to impartial arbitration, a request shall be sent to the American Arbitration Association requesting their services. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The impartial arbitrator shall have no power to add to, subtract from, disregard, alter, change or modify any of the terms of this Agreement.

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation or interpretation of the specific articles and sections of this Agreement.

Expedited Arbitration: Both parties to this Agreement may mutually agree to process a grievance at step three 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. Neither party shall be permitted to assert in an arbitration proceeding any ground or to rely on any evidence not disclosed to the other side.

Section D. The Arbitrator

1. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. Shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
3. If the Employer disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
4. There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator.
5. The fees and expenses of the arbitrator shall be paid by the party not prevailing at arbitration. The arbitrator shall have the authority to assign divided costs. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.
6. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, reduced by other wages earned or by a failure to mitigate damages. Income from a second job which the employee held prior to the disciplinary action shall not be counted towards the wages used to mitigate the damages.
7. No decision in any case shall require a retroactive wage adjustment in any other case, unless, by mutual agreement, the other case was held pending the outcome of the representative case.

Section E. Rights to Representation

An employee may in no event be represented by an officer, agent, or other representative of any organization other than the Union.

Section F. Release Time

An aggrieved employee and/or an employee duly authorized by the Union and representing the Union at an arbitration hearing as is required under this Agreement, held during a school work-day shall be released from the employee's regular duties without loss of salary or leave days provided that not more than two such Union Representatives shall be so authorized for each hearing unless specific approval is obtained from the Superintendent or his designee.

Section G. Time Limits

Grievances not appealed within the designated time limits at all levels of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits in any level of the grievance procedure shall be considered automatically appealable and processed to the next level.

The time limits at any level or for any hearing may be extended by written mutual agreement of the parties involved at that particular Level.

Section H. Miscellaneous

1. There shall be no appeal beyond Level Two (2) on dismissals of initial probationary employees which occur during or upon completion of the probationary period, unless there is an allegation of harassment.
2. If the Union requests information from an aggrieved employee's personnel file, such information shall be made available to the Union without undue delay.
3. Each party will share with the other all information and documents which they intend to use in the grievance process as soon as such documents become available.

ARTICLE 13 – HARASSMENT

In accordance with Board Policy, there shall be no harassment towards any employee.

ARTICLE 14 – LABOR/MANAGEMENT MEETINGS

Labor Management meetings for important matters may be arranged between the Union's representative and the designated representative of the Employer upon 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 Union, unless additional representation is mutually agreed upon by the parties. Arrangements for such Labor Management meetings 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 Union's members shall not lose time or pay for the time spent for Labor Management meetings held during work hours.

The Union representatives may meet on the Employer's property at a mutually agreed upon location between the Union and the Employer for at least one-half (1/2) hour immediately preceding the Labor Management meeting.

ARTICLE 15 – HEALTH AND SAFETY

Section A. General

It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section B. First Aid Equipment

First aid and blood borne pathogen equipment shall be provided at appropriate locations in the workplace.

Section C. Safety Evacuation Plans

The Employer shall establish an evacuation plan, bomb threat procedures and identify severe weather shelter areas for each work site employing bargaining unit members. Evacuation plans shall be posted.

ARTICLE 16 – PERSONNEL POLICIES/WORK RULES

The Employer agrees that before implementing a new personnel policy, work practice, or work rule, or changing or abolishing an existing personnel policy, personnel form or work practice or work rule, the Employer will attempt to give the Union notice prior to implementation except when impractical or when the Employer believes that it is required to act immediately, in which case the Union will be notified of the changes as soon as possible. The Employer agrees to meet with representatives of the Union to discuss the impact of the changes. The Employer further agrees to consider the Union's comments regarding the changes. Any changes must comply with the terms of this Agreement.

ARTICLE 17 – EVALUATIONS

Section A. Frequency

Excluding performance evaluations of newly hired employees or transitional evaluations of promoted, transferred, or demoted employees; employees shall be evaluated at least every three years. Additional special evaluations may be performed as warranted or due to a change in positions or classification, or a change in supervisors.

Section B. Purpose

The purpose of the evaluation procedure is to inform the employee of their job performance. The evaluation may discuss ways to improve performance, productivity and recognize positive attributes and performance.

Section C. Considerations

Factors which may be included in the evaluation but which the District is not limited to, are quality and quantity of work; adherence to the Employer's attendance policy; teamwork; judgment and initiative and the ability to effectively handle the workload.

Section D. Disputes

If an employee disagrees or takes exception with the evaluation; the employee may add a written rebuttal to the evaluation. This rebuttal shall be attached to the disputed evaluation in the employee's personnel file. Evaluations are not grievable through the grievance procedure established in this agreement.

ARTICLE 18 – INTEGRITY OF THE BARGAINING UNIT

Section A. Statement of Unit Integrity

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the employees and the Union. The Employer shall not assign Bargaining Unit work previously performed exclusively by Bargaining Union members to employees outside of the Union Bargaining Unit except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Unit.

Section B. Supervisory Exceptions

Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.

ARTICLE 19 – SENIORITY

Section A. Determination

Seniority shall be applied to bargaining unit members on the following basis:

First by – Classification (I through VI)

Second by – System-wide (date of hire in a classification within the unit)

1. System-wide seniority date shall be determined for each employee effective his/her first day assigned to a permanent position within a classification in the Unit now represented by the UAW.
2. If members are tied after this, the tie shall be broken by taking the last four (4) digits of their Social Security Number with the highest number being considered to have the highest seniority.

Section B. Probationary Employees

The probationary period for new hires shall be the first sixty (60) actual working days of their employment and shall be extended to the extent of any absences, holidays, or non-compensated days during that period. New hires shall be entered on the seniority list and shall rank for seniority from the original UAW date of employment.

1. 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 District may extend the probationary period thirty (30) working days, for a total of ninety (90) working days.
2. Probationary employees will not receive any fringe benefits, as outlined in Article 43, during their probationary period. However, they will accumulate sick/vacation days during such period, but may not utilize them until the completion of their probationary period.
3. An employee who is displaced and who must exercise his/her seniority rights, will have a probationary period of fifteen (15) working days. An additional fifteen (15) working days probationary period may be issued if administration feels an employee has not yet reached expected job performance, but shows the ability and desire to do so.
4. Initial probationary employees shall not move to any vacancy until the probationary period has been satisfied.

Section C. Part-time Employees

A part-time employee is any employee who has a regular working schedule of four (4) hours or less per day or twenty (20) hours or less per week. An employee who has such a schedule will earn a half (.5) year of seniority per each full year worked. A regular schedule with fewer hours worked will be prorated.

ARTICLE 20 – SENIORITY LIST

Section A. Posting

The Seniority List shall be posted and dated in each building on November 1 and April 1 of each school year.

Section B. Information

The Seniority List will show the following information of each bargaining unit member:

1. Classification based on system-wide seniority and position within the District.

Section C. Determination

An employee shall be accorded seniority according the Article 19.

Race, sex, sexual orientation, marital status, color, religious creed, age, ancestry, or dependents of an employee will not affect seniority.

Section D. Adjustments to Seniority

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. Once the Seniority List is published with the posting date, it shall be open for challenge for fifteen (15) working days form the date on the Seniority List.

Section E. Retirement

Seniority lists are not used to compute benefits and have no affect on the Michigan Public School Employees Retirement System.

ARTICLE 21 – LOSS OF SENIORITY

Section A. Loss of Seniority

An employee shall lose his/her seniority for the following reasons:

1. He/she quits or retires.
2. He/she is discharged and discharge is not reversed through grievance proceedings.
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, unless there are extenuating circumstances. It is the employee's full responsibility to advise the Employer and Union of any change of address.
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.
5. He/she overstays a leave of absence, unless there are extenuating circumstances as determined by the Assistant Superintendent for Human Resources.
6. He/she gives a false reason for a leave of absence.
7. He/she engages in other employment during such leave, except as provided in Article 29-G, "Career Leaves".

ARTICLE 22 – LAY-OFF

Section A. Determination of Need

The Union recognizes the exclusive right of the Board to determine personnel cuts.

Section B. Definition

The word "lay-off" means a reduction in the working force.

Section C. Notice

The School District will provide the affected employee(s) and the Union with ten (10) working days notice prior to any layoff.

1. Temporary, new-hire probationary and part-time employees will be the first employees laid off.

Section D. Super-seniority

For the purpose of layoff, the Unit Chair, and Co-Chair shall be considered to be at the top of the seniority list for their classification, with the Chair being the highest and co-chair second highest.

Section E. Purpose

Seniority for the purpose of lay-off, bumping, and recall, provided they meet the qualifications shall be as follows:

1. Classification (by UAW Bargaining Unit)

Section F. Involuntary Transfers

Seniority employees involuntarily transferred due to a reduction shall, providing they meet necessary qualifications:

1. Have the right to accept the lay-off instead of exercising their right to bump.
2. Have the right to bump, within the classification being reduced, the least senior employee holding a job for which they are qualified. If they are not qualified for the job held by the least senior employee in the classification, they may bump the next lowest senior employee within the classification and continue until they have a job within the classification. Should they not be able to bump someone lower in seniority within their classification, only then should they move onto the next lower classification and continue the same process as described above until placement is made.
3. Continue the bumping process outlined herein through remaining classifications.
4. If the employee is without sufficient seniority to bump into a position, the employee shall be laid off if he/she remains without an assignment after completion of the bumping process.

Section G. Affect of Vacancies

When a vacancy occurs that would allow an employee affected by reduction in work force to remain in his/her appropriate classification, that employee shall be required to accept that assignment provided the number of work weeks is the same, prior to exercising his/her rights as stipulated in Section F above.

ARTICLE 23 – RECALL

Section A. Recall List

Employees laid-off through the procedures specified in Article 22 Lay-off, shall be maintained on a recall list for a period equal to their Bargaining Unit system-wide seniority or at least 2 (two) calendar years from the date of displacement.

Section B. Recall Rights

Laid-off or involuntarily transferred employees shall be recalled in the inverse order in the layoff. The most senior employees shall be recalled to the first opening in the classification position for which he/she had been reduced from providing they meet the necessary qualifications.

1. Laid-off employees will be offered the opportunity to fill a lower classification position, if one should become available, prior to the position being posted, providing they meet the necessary qualifications. Whether or not the employee accepts the lower classification position, he/she shall not sacrifice their right to be called back to their original classification or other rights as described in this Article.
2. Laid-off or involuntary transferred employees shall have the opportunity to be recalled back to their original classifications for a period equal to their Bargaining Unit system-wide seniority or at least 2 (two) calendar years from the date of displacement.

Section C. Notice

Recall will be by written certified notice, return receipt requested, to the employee's 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.

Section D. Failure to Return to Work

If an employee fails to report for recall, he/she shall be considered terminated absent extenuating circumstances as determined by the Assistant Superintendent for Human Resources.

ARTICLE 24 – ASSIGNMENT

Section A. Work Assignment

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 Union Representation.

Section B. Summer Employment Pay Rate

An employee working fewer than fifty-two (52) weeks per year, and 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.

Section C. Temporary Assignment

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. The provision shall not be applicable to employees when involuntarily transferred pursuant to Article 22-F.

Section D. Determination of Permanent Vacancy

When a permanent position is vacant and has been filled on a temporary basis by a substitute for more than forty (40) working days, the position must be posted and opened up as a permanent position.

Section E. Summer Employment

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 Resource Department.

1. Temporary positions are those that do not exceed sixty (60) working days.
2. The Union will be notified of the hiring of all temporary bargaining unit personnel.

ARTICLE 25 – JOB POSTINGS

Section A. Posting Notice

All vacancies and newly created jobs within the UAW Bargaining Unit; shall be posted (unless there is a qualified member displaced from the classification with the vacancy in the unit) listing the specific requirements of the position for a period of seven (7) work days in a conspicuous place in each building. Each employee in the bargaining unit who requests in writing to the Human Resource Office shall receive notice at his/her last known address if he/she is not in service at the time of the posting.

Section B. Applying for Vacancies

Employees interested in the vacancies shall apply in writing within the seven (7) day posting period.

1. Interviews shall be granted to applicants on a seniority basis by classification within the bargaining unit. Interviews shall cease upon selection of a candidate for the posted position. Vacancies will be filled for each posting within forty-five (45) work days if a qualified candidate is found. The employer reserves the right to repost if there are no qualified candidates.

Section C. Notification of Decision

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.

Section D. Union Notification of Changes

The Unit Chair will receive notification of personnel changes and new hires within the UAW bargaining unit at the same time payroll is notified.

Section E. Union Notification of Step Adjustments

Salary step(s) granted to newly hired, transferred, promoted or demoted bargaining unit personnel will be provided to the Unit Chairperson.

ARTICLE 26 –TRANSFER AND PROMOTION

Section A. Promotions

1. A "promotion" is an upward change in classification.
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. This trial period may be extended for an additional fifteen (15) days at the request of the administrator. Job deficiencies will be given to the probationary employee. District shall notify the Union of the extension.

Section B. Voluntary Transfer/Promotion

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, in conjunction with their classification standing and length of service in the District. The Employer declares its support of a policy of promotion from within its own UAW Bargaining Unit staff.

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.
3. Subsequent probationary employees shall not be eligible to apply for a lateral transfer until the probationary period has been satisfied.
4. The employee shall have the right, during the trial period (promotion or voluntary transfer), 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 Union.

Section C. Lateral Transfers

1. When an administrator is transferred or hired, the secretary already assigned to that building position will have the preference as to whether or not he/she remains in that position or they may voluntarily transfer to the first available lateral opening for which they are qualified.
2. If a secretary's request for a transfer under C.1 of this Article is granted, he/she must remain in that position for at least six (6) months or until the end of the current school year, whichever is shorter. A transfer does not prohibit an employee from promotions.

Section D. Temporary Transfers

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

Section E. Involuntary Transfers

1. Involuntary transfers shall not take place without prior discussion with the affected employee and the Union, in which case any objections to the assignment by the employee shall be considered. Whenever possible, involuntary transfers are to be minimized and avoided.
2. Involuntary transfers due to layoff and/or reductions are pursuant to Article 22-F.

Section F. Transfers Outside the Bargaining Unit

1. If an employee is promoted or transferred to a position not included in the bargaining unit, and is thereafter returned to a vacancy within the bargaining unit, he/she will return with accumulated seniority he/she had at the time he/she was promoted or transferred as long as they return to the Union within 12 months.

ARTICLE 27 – TESTING

Section A. Testing Committee

Testing, for the purpose of qualifying for promotions, shall be conducted twice yearly, if needed, by the Employer 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 circumstance involved. Results of such test will be 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.

The District may require any member to wait one calendar year before retaking any specific test.

A joint Committee will be established to review testing procedures, establish the role such testing plays in hiring and assignment, and define qualifications and skill levels required for unit positions. All tests pursuant to this Article will be annually reviewed for relevancy by the joint testing committee. The committee will be comprised of equal numbers of representatives of the Administration and the Union.

ARTICLE 28 – PAID LEAVE

Section A. Sick Leave

(Seniority accumulative and benefits accruing)

1. Employees shall accumulate one (1) day of sick leave allowance equivalent to the number of hours normally worked in their assignment, for each month the employee receives pay in a regular yearly position. Unused sick leave shall accumulate without limitation and shall be designated as "accumulated sick leave allowance".
 - a. Employees who accumulate one (1) sick leave day each month during their work years as specified above shall be awarded one (1) additional sick leave day at the completion of their work year.

Example: A ten (10) month employee may earn eleven (11) sick leave days per year.

2. When leave is exhausted, such employees shall not accrue any more days unless working.
3. An employee's absence shall be chargeable to the accumulated sick leave allowance. Sick leave days for employees will be paid on the basis of the number of actual scheduled hours of work and the employee's current rate of pay.
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.
5. Upon separation or death by a bargaining unit member from the Utica Community Schools, the employee will be compensated for those accumulated sick leave days in excess of sixty (60) days at the rate of thirty dollars (\$30) per day. Total compensation for sick days not to exceed \$6000 for any individual. Compensation of \$500 or more for any individual will be made by way of 403 (b) Account.
6. An employee shall not accumulate a day of sick leave during the month in which an employee receives pay for less than the majority of the scheduled working days in that month.
7. The employee may use time from his/her "accumulated sick leave allowance", up to five (5) days per year for a bona fide pressing need due to illness in the immediate family. Immediate family shall be interpreted as: spouse, children, step-children or other family member residing in the employee's household.

Section B. Personal Leave

1. Four (4) 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 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.
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.

Section C. Business Leave

1. Two (2) 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.

Section D. Funeral Leave

1. In the event of the death of an employee's mother, father, son, daughter, spouse, sister, brother, grandparent, grandchild, or a member of the immediate household and step and/or in-laws of the above; the employee shall be allowed up to three (3) consecutive days, and may be allowed two (2) additional days depending on the travel time required, as bereavement days. Pay will be at his/her average earned rate for the time last 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.
2. The Union Chairperson, or his /her designated representative, shall be allowed one (1) day in the event of a death of a member of the Union for the exclusive purpose of attending the funeral. Request for released time by members of the Union desiring to attend the funeral of a Union member shall be given consideration by the employee's supervisor.

Section E. Judicial Obligations

1. An employee on jury duty shall be deemed to be on continuous employment for the purposes of computing all benefits referred to in this Agreement and shall be paid the difference between his/her pay for jury duty and his/her regular pay.
2. If a UAW bargaining unit 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.

The parties agree that abuses which defeat the purpose for which the leave exists are violative of the standards of the Union and are intolerable to the public responsibility reposed in the Board of Education.

ARTICLE 29 –UNPAID LEAVE

Section A. Leave of Absence

Leave of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority. Leaves will be granted without loss of seniority or classification to all full time employees with one (1) year of continuous employment upon written request for:

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.)

Section B. Disability Leave

(Seniority accumulative and benefits accruing – per Article 44.)

Upon exhaustion of paid sick leave, the employees will be placed on a non-compensated leave of absence if he/she is not able to return to work as verified by the treating physician. All accumulated sick leave allowance days shall be used prior to an employee being placed on a leave of absence for disability.

Section C. Extended Family Illness

Prolonged illness in the immediate family: Spouse, child, step-child, parent, step-parent, grandparent, brother, sister, father-in-law, mother-in-law, 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.)

Section D. Leave Extensions

Leaves may be extended by the employer for good cause. Such extensions shall not exceed one (1) year. The Union shall be notified of any extension granted or denied.

Section E. Consent Leave

(Seniority fixed (10 days or more) and benefits non-accruing)

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.

Section F. Military Leaves

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.

Section G. Career Change Leaves **(Seniority fixed and benefits non-accruing)**

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 Resource Office prior to May 1.
2. Such a leave will not cause a person to lose their seniority.

Section H. Return from Leave

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 22-F with the following exceptions. Employees on a career change and/or consent leave shall not have the right to bump. Returning employee may move into a lower classification if a vacancy exists and if their seniority permits.

Section I. Bidding while on Leave

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

Section J. Union Notification

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

Section K. 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 30 –WORK SCHEDULE

Section A. Work Year

Bargaining Unit personnel working fewer than fifty-two (52) weeks shall work according to the specified number of weeks in the classification chart. The only days not worked during the specified time shall be those specified in other sections of this Agreement.

Section B. Work Schedule

The normal work schedule shall be a seven and one-half (7 ½) hour day and a thirty-seven and one-half (37 ½) hour week, Monday through Friday, for Classifications I-V. Classification VI shall work a six (6) hour day, a thirty (30) hour week.

The immediate supervisor may establish flexible work schedules that may supersede the normal work schedule specified in above.

Section C. District and/or Building Closures

Should the District or any District building be closed to the students for any reason, except for pre-planned in-service days, members of the Bargaining Unit will not be required to report to work for the first day (one day per school year). They will be paid for the day and it will not be charged against any leave times. Those members required to work shall receive a compensatory day off to be scheduled with their supervisor.

Section D. Unable to Report to Work

Bargaining Unit members who experience circumstances which prevent them from reporting to work on time will cause their attendance record to be charged appropriately on a half or whole-day basis as follows:

1. Emergency Business Leave Day;
2. Emergency Personal Leave Day;
3. An employee's immediate supervisor may grant prior approval for exceptions for lateness of up to one and one-half (1 ½) hours on snow days.
4. If conditions are such that employees are not to report because the District is closed, the administration will institute a fan-out notification system.

Section E. Work Week

The work week shall consist of seven (7) consecutive days commencing with midnight Sunday and ending with midnight the following Sunday.

Section F. Breaks

Each Bargaining Unit 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.

Section G. Lunch

All Bargaining Unit members working more than four (4) hours per day shall be entitled to a minimum duty-free uninterrupted lunch period of not less than one (1) hour. Modifications of these provisions are subject to mutual agreement between employee and immediate supervisor.

Section H. Varied Schedules

Employees in Classification VI will work the regular hours applicable to their respective assignments

Section I. Schedule Changes

Once the school calendar and work schedule has been established, no change can be made without five (5) days prior notification to the Union except for short term changes arising out of emergency situations.

Section J. Return Date

Administration will notify less than twelve month personnel of the date they are to report for work the subsequent school year by August 1st of each year.

Section K. In-service Days

Bargaining unit members will be allowed to attend scheduled in-service 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.

Section L. Holidays

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.

The days recognized as holidays for this section are:

- New Year's Day
- Good Friday
- Easter Monday
- Memorial Day
- July 4th
- 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

An employee retiring during a holiday period shall be paid full holiday pay provided the employee works the day prior to the holiday period.

It may be necessary that certain employees be scheduled to work on the day immediately after Christmas. If so, they shall be allowed a substitute holiday to be scheduled at the discretion of their immediate supervisor.

Less than fifty-two (52) week employees, in addition, shall receive pay for the Tuesday after Easter, under the holiday pay provisions.

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 31 – IN-SERVICE

An In-Service Planning and Review Committee shall be established for the term of the Contract. Up to three (3) members of the Unit, appointed by the Unit Chairperson, and up to three (3) members of the Administration shall comprise the committee. The committee shall have an initial meeting no later than November 1st of each school year.

ARTICLE 32 – CONVENTION ATTENDANCE

Section A. Attendance

The Board will provide full pay for up to five (5) days for up to three (3) elected at-large delegates of the Unit upon prior notice to attend the National T.O.P. Conference of the UAW or Constitutional Convention in their respective convention years. No more than one convention or conference in any given year.

Section B. Eligibility

This Article is applicable only when the employee attending the convention for the Union would normally be scheduled for work.

ARTICLE 33 –CLASSIFICATION REVIEW COMMITTEE

A Classification Review Committee shall be established.

The joint committee will be composed of two (2) members/representatives appointed by the Union Chair Person, and two (2) 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.

Any assignment title which has been downgraded as part of the classification review will not take effect until the next posting of a vacancy for such assignment title.

If no decision is reached the classification stays as is.

ARTICLE 34 –TERM

This Agreement shall commence July 1, 2007 and shall continue in full force and effect until June 30, 2008. The parties agree that its terms regarding salaries, wages, and longevity shall be applied retroactively to July 1, 2006. 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, 2008. If no notice is given by either party to terminate, modify, or change this Agreement, then this Agreement shall continue in force from year to year.

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.

ARTICLE 35 – VACATIONS

Section A. Eligibility

An employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full time, permanent twelve (12) month employee. No more than twenty-five (25) days may be used in any school year without prior approval of the Assistant Superintendent of Human Resources.

Section B. Accrual

An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the fiscal year, July 1st – June 30th.

1. 5/6th of a day per month. The first five completed anniversary years of an employee, for vacation purposes, shall be calculated at the rate of 5/6th of a day per month worked, up to a maximum of ten (10) days per fiscal year.
2. 1-1/4th days per month. From the completed fifth (5th) anniversary year of work to the completed tenth (10th) anniversary year, vacation shall be calculated at a rate of 1-1/4 days per month worked up to a maximum of fifteen (15) days per fiscal year.
3. 1-2/3rd days per month. From the completed tenth (10th) anniversary year, vacations shall be calculated at a rate of 1-2/3rd days per month worked up to a maximum of twenty (20) days per fiscal year.
4. 2-1/12th days per month. From the completed eighteenth (18th) anniversary year, vacations shall be calculated at a rate of 2-1/12th day per month worked up to a maximum of twenty-five (25) days per fiscal year.

Section C. Computation

The total number of years of service will be used in the computation of vacation credits for fifty-two (52) week employees. Service to the District in positions less than fifty-two (52) weeks shall be computed at the rate of seventy-five percent (75%) of the total months worked prior to occupancy of a fifty-two (52) week position which qualifies for vacation benefits.

In calculating vacation earned, credit will be given if an employee works at least the majority of the scheduled working days in that month. In addition, vacation shall be calculated to the nearest whole day and anything less than .5 being dropped.

Section D. Access

It is desirable that vacation be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas, or Easter. However, vacation, or portions of vacations should be completed one week prior to the opening of school in the Fall. This provision does not preclude opportunity for the Assistant Superintendent for Human Resources to consider unique vacation requests or vacation requests at other times of

the year as long as in his/her judgment, respective operational assignments are adequately covered.

Vacations shall be taken in a period of consecutive days except vacations may be split into one or more weeks; providing no scheduling shall in the judgment of the Assistant Superintendent for Human Resources, detrimentally affect operational assignments.

Choice of vacation time shall be governed by classification seniority. However, each supervisor shall schedule the vacations of the personnel within his/her department for submission to the Assistant Superintendent for Human Resources, so that operational assignments shall not be detrimentally affected.

When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.

A vacation may not be waived by an employee and extra pay received, provided, however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled.

Employees shall be paid their current wage rate while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

If an employee is laid off, retires, or terminates their employment, he/she shall receive compensation for their accrued vacation at the employee's regular rate. Compensation of \$500 or more for any individual will be paid by way of a 403 (b) account. Such accrual to be paid out shall not exceed fifty (50) earned days.

ARTICLE 36 – OVERTIME

The general policy regarding overtime for clerical employees is that it is first offered to employees within a department provided that the employees 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.

Overtime actually worked, and authorized by the Superintendent or her designated representative, in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) 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.

ARTICLE 37 – CONTINUING EDUCATION

Bargaining unit personnel who successfully complete undergraduate courses of study dealing with secretarial, clerical, accounting, data processing, library technical, and audio-visual offered at a fully accredited institution shall be reimbursed for tuition paid.

In order to receive reimbursement, bargaining unit personnel must have prior approval from the Assistant Superintendent for Human Resources concerning the studies to be pursued. The Union Chairperson shall be informed of all bargaining unit members who are approved or denied for reimbursement under this Article.

When tuition reimbursement is received by a member and employment is voluntarily 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 Union Chairperson or her designated representative.

ARTICLE 38 – WORKERS COMPENSATION

Each employee shall be covered by the applicable Worker's Compensation laws. 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 from the employee's accumulated sick leave.

ARTICLE 39 – RETIREMENT

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

ARTICLE 40 – MINIMUM PAY

A minimum of two (2) hours shall be allowed to employees of this bargaining unit who are called in to work.

ARTICLE 41 – SHIFT PREMIUM

For the purpose of determining shift premium, the following will apply:

1. First shift is any shift that is regularly scheduled to commence on or after 4:00 a.m. but before 3:00 p.m.
2. Second shift is any shift that is regularly scheduled to commence on or after 3:00 p.m. but before 10:00 p.m. and will receive a shift premium of an additional \$.29 per hour.
3. Third shift is any shift that is regularly scheduled to commence on or after 10:00 p.m. but before 4:00 a.m. and will receive a shift premium of an additional \$.34 per hour.

ARTICLE 42 – SALARY SCHEDULE

The Board of Education will pay the school employee retirement on all payroll amounts contained in this Agreement. The Board will not be responsible for the voluntary MIP.

Employees who work less than 52 weeks per year and are not covered by Article 35, will receive an additional five cents (\$.05) per hour.

Section A. Wages

Pay raises according to the following schedule:

1st year –2 ½ % Lump sum payment (off schedule)

2nd year –3%

(Chart attached, See Appendix A)

Section B. Longevity

For the purposes of determining eligibility for the payment of longevity, all service in positions within the Utica Community Schools recognized by this Agreement shall be used. Payment shall be made at the end of each school year and the anniversary date of hire shall determine eligibility. It is further understood that an individual qualifies for longevity after completing the specified number of years and will receive the amount as specified in the chart that follows:

Employee who completes:

<i>Years</i>	<i>2006/07</i>	<i>2007/08</i>
<i>8</i>	<i>\$ 750</i>	<i>\$ 750</i>
<i>13</i>	<i>\$ 800</i>	<i>\$ 800</i>
<i>20</i>	<i>\$ 850</i>	<i>\$ 850</i>

ARTICLE 43 – INSURANCE BENEFITS

Section A. Eligibility

The Board of Education shall provide employees who are employed six (6) or more hours per day with the following benefits subject to the provisions herein:

Employees in Classification VI are specifically excluded from these benefit packages.

Section B. Options

Package A Benefits

A. Hospitalization Benefits

BCBSM Community Blue PPO with \$20 co pay on office visits, chiropractic spinal manipulations, and urgent care visits, and a \$50 emergency room co pay, \$250 preventative care yearly maximum per member. Preferred Rx: \$10 generic/ \$20 brand co pay with contraceptive medications, devices and injections with in network facilities, mail order Rx: 1 co pay for 90 day supply (MOPD1).

B. Life Benefits

\$20,000 group life insurance coverage, including accidental death and dismemberment.

C. Dental Benefits

Dental insurance coverage with coverage of 90% Preventive, 85% Basic and 50% Major in network and coverage of 75% Preventive, 75% Basic, 50% Major out of network. The Maximum annual benefit shall be \$1,000. The carrier for the coverage shall be determined by the Board of Education

D. Long Term Disability Benefits

L.T.D. benefits after 180 days of disability and will continue for five (5) years from the 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%) full integrated basis of monthly salary with a ceiling of \$1,500 per month.

E. Vision Benefits

Vision care program equal in nature to VSP Plan 2 vision care program. Coverage provider shall be determined by the Board of Education.

Package B Benefits (Eligible Employees not selecting Package A)

If employees eligible for health care select package B and provide proof of insurance from a source other than Utica Community Schools, this package will go into effect: The alternate package is that each employee selecting Package B will receive all benefits described in Package A except for health insurance and will also receive \$150 per month for ten months or if 25% or more of the employees eligible for health care select Package B by the close of the open enrollment period they shall receive \$250 per month for ten months. This amount is to be payable in two equal installments: the first pay in December and the last pay date in June of each year.

If an individual elects Package B during the open enrollment period and subsequently suffers the loss of hospitalization insurance coverage that employee may request to enroll in Package A at a period other than the open enrollment date. Approval of this

request will be on an individual need basis. The Board of Education shall have the exclusive right to secure the carrier.

Section C. Full Coordination of Benefits

The Blue Cross/Blue Shield, dental and vision insurance programs provided in this Agreement are deemed to be fully coordinated. "Fully Coordinated" in the Agreement shall mean that Blue Cross/Blue Shield, dental and vision insurance plans are not available to employees who are covered by plans which are equal to or superior to the plan offered herein. This applies to coverage provided by the Utica Community Schools or other employers.

Bargaining unit members in Classifications I-VI who work four (4) or more hours per day will have the option to purchase hospitalization insurance at the group rate. The premium must be prepaid monthly.

Furthermore, the Union 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

All employees shall be allowed to participate in the UCS Flexible Compensation Plan and the Premium Only Plan. Participation shall be an individual decision and is completely voluntary. These plans consist of three components: 1) Uninsured Health Reimbursement Plan, 2) Dependent Care Assistance Plan, and 3) the Premium Only Plan.

Employees in Classification VI shall be entitled to \$20,000 group life coverage, Long Term Disability, and Vision as outlined in this Article

ARTICLE 44 – INSURANCE PROVISIONS WHILE ON LEAVE

Section A. Paid Leave of Absence:

Insurance provisions shall be in effect for the duration of all paid leaves of absence.

Section B. 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, which ever occurs first.

Section C. 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 45 – SECRETARIAL CLASSIFICATION CHART

Classification	Title	Work Weeks
Class IA	Payroll Coordinator	52
Class I	Head Accounting Bkkpr	52
	Payroll Bkkpr	52
	Payroll Bkkpr – ASF	52
	Secretary Curriculum-I (Elementary)	52
	Secretary Curriculum-I (Secondary)	52
	Secretary Pupil Services	52
	Secretary Purchasing-I	52
	Secretary Special Services-I	52
	Secretary Principal (SH)	52
	Secretary Community Relations	52
	Secretary Mgt. Technology-I	52
Class II	Accounting Bkkpr	52
	Secretary Internal Audit	52
	Secretary Purchasing-II	52
	Bookkeeper HS	45
	Secretary CTE	52
	Secretary Network Technology	52
	Secretary Food Services	52
	Secretary Maintenance ASF-II	52
	Secretary Management Technology	52
	Secretary Operations and Security ASF-II	52
	Secretary Transportation ASF-II	52
	Secretary Athletics	52
	Secretary Curriculum-II (Elementary)	52
	Secretary Curriculum-II (SH)	52
	Secretary Principal Elementary	44
	Secretary Principal Junior High	44
	Secretary Human Resources	52
	Secretary Human Resources	44
	Secretary Instructional Resource Center	52
	Secretary ULA	52
	Secretary UCAL	44
	Internal Publications Coordinator	52

Classification	Title	Work Weeks
Class III	Secretary Associate Principal (SH)	45
	Secretary Video Network	52
	Secretary Counseling (SH)	52
	Secretary Transportation ASF-III	44
	Secretary Early Childhood	52
	Secretary Maintenance ASF-III	52
	Secretary Special Services-III	44
	Secretary Transportation ASF-III	52
	Inventory Control Clerk	52
	Class IV	Pupil Services Clerk
Receptionist (ASC)		52
Secretary Asst. Principal (Elementary)		44
Secretary Asst. Principal (Junior High)		44
Secretary Counselor (Junior High)		44
MTA Junior High		40
MTA Senior High		42
Title I Clerk		42
ELL/ESL Clerk		44
Class V	Attendance Clerk (SH)	39
	Counseling Clerk (SH)	44
	Receptionist (SH)	44
Class VI	Office Clerk (Elementary)	44
	Office Clerk (Secondary)	44
	Office Clerk (ASC)	52

Letter of Understanding 5-C

Members of the bargaining unit may only be required to administer oral medications on a regular basis. The Building Administration will seek building volunteers to administer other types of medication. If no volunteers are found, members of the bargaining unit will be required to administer the medications. During emergency situations, members understand that they are required to administer whatever medications may be needed to remedy the situation. See Article 5-C for more details.


Appendix A


2007-2008 Salary amounts


Classification	1st step		2nd step		3rd step		4th step		5th step		6th step	
	daily	hourly	daily	hourly	daily	hourly	daily	hourly	daily	hourly	daily	hourly
52 weeks												
IA 7.5 hrs	103.41	13.788	120.25	16.034	133.61	17.815	148.47	19.797	168.71	22.495		
I 7.5 hrs	94.48	12.598	108.48	14.464	119.94	15.992	132.43	17.657	148.46	19.795		
II 7.5 hrs	93.02	12.403	103.33	13.777	109.98	14.664	119.94	15.992	127.39	16.985	141.37	18.849
III 7.5 hrs	89.45	11.926	97.46	12.994	107.46	14.328	114.57	15.276	123.46	16.461	137.93	18.390
IV 7.5 hrs	87.99	11.732	94.48	12.598	104.02	13.869	110.89	14.785	121.44	16.192	133.43	17.790
V 7.5 hrs	84.50	11.267	90.95	12.127	97.46	12.994	107.46	14.328	114.44	15.259	126.47	16.863
VI 6 hrs	61.82	10.303	64.75	10.791	67.53	11.254	70.32	11.720	73.24	12.207	76.03	12.672
Less than 52 weeks												
Add an additional 5 cents per hour to the above hourly rates												

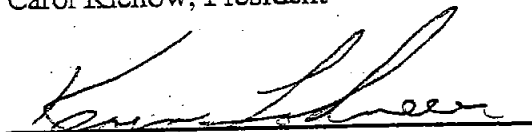
UTICA COMMUNITY SCHOOLS
UAW LOCAL 400

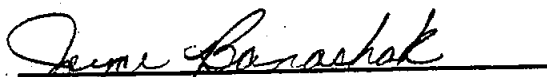
BOARD OF EDUCATION
UTICA COMMUNITY SCHOOLS,
MACOMB COUNTY, MICHIGAN


Jo Anne Lappe, Chairperson


Carol Klenow, President


Sheila Eslick, Co-Chairperson



Kevin Lohmeier, Vice President



Joyce Banashak, Bargaining Team
Member

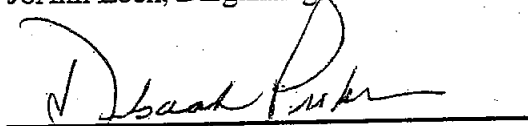

Gene Klida, Secretary

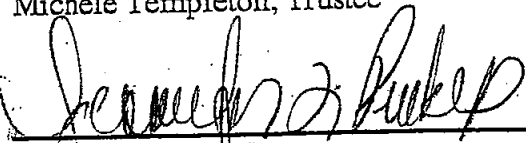

Jan Heila, Bargaining Team Member

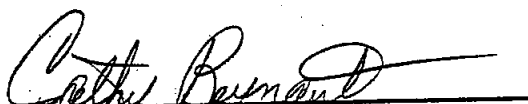

Carl Territo, Treasurer


JoAnn Loch, Bargaining Team Member

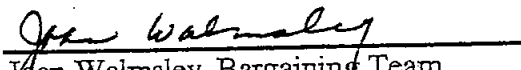

Michele Templeton, Trustee



Debbie Prohm, Bargaining Team
Member



Jennifer Prybys, Trustee


Cathy Reynaert, Bargaining Team
Member


Robert Ross, Trustee


Joan Walmsley, Bargaining Team
Member


Grant Grace
International Representative
International Union - UAW


Jimmy Settles
Vice President
UAW International Union