



AGREEMENT
BETWEEN THE
UTICA COMMUNITY SCHOOLS
and the
UTICA COMMUNITY SCHOOLS
UTICA SKILLED TRADES ASSOCIATION

July 1, 2006 – June 30, 2008

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DESIGNATION OF PARTIES

On this 1st day of July, 2006, at Sterling Heights, Michigan, the Utica Community School District located at Sterling Heights, Michigan, hereinafter designated as the "Employer", and by the Utica Skilled Trades Association /MEA/NEA, hereinafter designated as the "Association", agree as follows:

ARTICLE 1 *PREAMBLE*

- 1.1 It is the general purpose of this agreement to promote the interests of the School District, its students and its employees, and to provide for the efficient operation of the School District under methods which will further the safety of students and employees, cleanliness, the care of property and equipment, cooperation, teamwork and the avoidance of interruptions to the instructional program. The parties to this agreement will cooperate fully to secure the advancement of these purposes.

ARTICLE 2 *RECOGNITION*

- 2.1 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 279, Public Acts of Michigan, 1965, for all Utica Community Schools Skilled Trade Personnel as specified in Section 2.2 of this Article.
- 2.2 The term "Utica Skilled Trades Association" (USTA), when used hereinafter in this Agreement shall include all personnel as herein defined holding the following job titles shall comprise this unit: Painter Leader, Painter, Plumber Leader, Plumber, Carpenter Leader, Carpenter, Audio-Visual Leader, Audio-Visual Technician, Electrician Leader, Electrician, Heating and Ventilation Leader, Heating and Ventilation Technician, Building Automation Systems Technician and Skilled Trade Helper.
- 2.3 It is the agreement of the Employer and the Association that personnel in the following positions shall be excluded from the Bargaining Unit: Custodian I, Custodian II, Shift Leader Custodian I, Elementary Head Custodian I, Junior High Head Custodian, Senior High Head Custodian, Head Groundsman, Assistant Storekeeper, Storekeeper, Bus Drivers, Head Mechanics, Mechanics, Mechanic Leader, Mechanic Helper, Laborer, Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Assistant Directors, Supervisors, Assistant Supervisors, members of Utica Office Personnel Association, members of Utica Paraprofessional Association, members of Utica Education Association, all Food Service employees, and all other employees who are excluded under state law.

ARTICLE 3
EMPLOYER RIGHTS

- 3.1 Except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Utica Community School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan, and inherent in the responsibilities to manage a Public School System, including the right:
- 3.1.1 To the executive management and administrative control of the school system and its properties and facilities and activities of its employees during working hours.
- 3.1.2 To hire all employees and, subject to the provisions of law, to determine their qualifications.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the by laws and Constitution of the State of Michigan, and the laws and Constitution of the United States.
- 3.3 Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or Constitution of the State of Michigan and the Public Employment Relations Act. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

ARTICLE 4
EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 4.1 Each employee covered by this bargaining unit accepts the responsibility to strive for excellence in their work, and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.
- 4.2 Each employee covered by this bargaining unit agrees to uphold policies, rules, regulations, and practices of the Board and the sections of this Contract not in conflict with the laws and Constitution of the United States and the State of Michigan.

- 4.3 Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.
- 4.4 Bargaining unit members shall be entitled to full rights of citizenship. Religious or political activities of any bargaining unit member or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.
- 4.5 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 requirement 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 fingerprinting.

ARTICLE 5

ASSOCIATION REPRESENTATION AND RIGHTS

- 5.1 It is agreed between the parties that the Association Representative structure and areas represented as submitted by the Association to the Employer will be the structure recognized by the parties for the term of this Agreement.
- 5.2 The Association will provide the Employer with the names of the Association representatives, alternates and officers upon election or appointment. The Employer will provide the Association with a chain of command chart for processing grievances, naming the individual in each position at the time of the signing of this Agreement, and the changes as they occur. The Employer will also notify the Association when an alternate will be designated to replace an individual.
- 5.3 The Association President or his/her designated representative may have, but not to exceed, one-half (1/2) hour on a given day, or two and one-half (2 1/2) hours per week, at the beginning and/or end of a shift to address Association business.
- 5.4 The Association will be provided up to seven (7) days with pay during the fiscal year for use as determined by the Association President to perform Association business, including but not limited to, the attendance of union conferences or training workshops. This may include attending the National Convention of NEA or the Spring and/or Fall State Conventions of MEA. This Article is applicable only when the employee attending the convention for the Association would normally be scheduled for work.
- 5.5 Neither the Association President nor his/her designated representative nor any of the other employees shall engage in activities during working hours that detract from their productivity. The Human Resource Office Administrator may grant additional time to perform Association business, upon request from the Association President.

- 5.5.1 The President will notify the Human Resources Office prior to designating an alternate under this provision.
- 5.6 The Employer agrees to provide a designated section of an available bulletin board in the Skilled Trades Department that may be used by the Association for posting notices.
- 5.7 The Association will be permitted the use of District facilities for regular and special business meetings of the Association and for committee meetings on Association business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises without disrupting the first shift, and without incurring additional cost to the Employer.
- 5.8 The Association shall have the right to use, on the District premises, equipment, when such equipment is not otherwise in use, provided prior approval is obtained from the building supervisor or his/her representative. Denial of requests is not subject to the grievance procedure.
- 5.9 The Association shall be permitted to transact official Association business on District property, provided that this shall not interfere with or interrupt normal school operations and the appropriate administrator grants prior approval.
- 5.10 Association members shall have the right to conduct official Association business during their break periods or during their designated lunch periods on school premises provided they do not infringe on those wanting an uninterrupted lunch.

ARTICLE 6
AID TO OTHER UNIONS

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

ARTICLE 7
AGENCY SHOP

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

- 7.3 Present employees, newly hired, transferred, or rehired employees shall conform to this provision within thirty (30) days or at the end of their probationary period whichever is later.
- 7.4 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of dues.
- 7.5 It shall be the responsibility of the Association to notify the Assistant Superintendent for Human Resources, in writing, when a member of the bargaining unit is in violation of this provision.
- 7.6 Employees who become in arrears in their payment by sixty (60) days or more shall be eligible for reinstatement, if prior to termination, the dues payments are brought up to date.
- 7.7 Failure to comply with the requirements of the Agency Shop article shall be just cause for an employee's termination.
- 7.8 The USTA shall indemnify and save the Employer 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 Employer for the purpose of complying with this Article.

ARTICLE 8

CHECK OFF

- 8.1 The Employer agrees to deduct employee organization dues from the pay of those employees who individually request, in writing, that such deductions be made. The District will provide to the Association by June 30 a list of the contract amount earned by each member for the school year. The contract amount is limited to compensation paid as per Article 28 and shall not include overtime, safety shoes CDL Licensing, etc. The District shall also provide the Association with any additional information needed for the calculation of dues amounts. By August 20, the Association will provide the total dues amount for the upcoming school year for each member on the District list. Total dues amount for new members will be based on the anticipated contract amount they will earn. Authorized political action contributions or association special assessments will be directed by the Utica Skilled Trades Association. These deductions will be made from the second pay period each month after authorization forms are received by the Payroll Department.
- 8.2 The amounts shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer within ten (10) working days. The Board further agrees to submit the names of newly hired employees to the Association within five (5) working days of the date of hire. The District shall forward such payments to the Association within ten (10)

working days. The Association accepts full responsibility for authenticity of each authorization.

- 8.3 Employees shall tender the authorization for check-off or service fee by signing the proper authorization or check-off form.
- 8.4 The Association shall indemnify and save the Employer 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 Employer for the purpose of complying with this Article.

ARTICLE 9

SPECIAL CONFERENCES

- 9.1 Special Conferences for important matters may be arranged between the Association's representative and the designated representative of the Employer upon the request of either party. Such meetings shall be arranged between not more than three (3) representatives of the Employer and by not more than three (3) representatives of the Association, unless the parties mutually agree upon additional representation. Arrangements for such Special Conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. There will be no denial of at least two special conferences per year. The Association's members shall not lose time or pay for the time spent for Special Conferences held during working hours.
- 9.2 All items to be considered as agenda items, must be submitted three (3) working days in advance of the Special Conference.

ARTICLE 10

SUPPLEMENTAL AGREEMENTS

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

ARTICLE 11

GRIEVANCE

- 11.1 A "grievance" is any difference that may arise between the parties hereto as to:
 - 11.1.1 Any matter relative to pay, wages, hours of employment and other conditions of employment.

- 11.1.2 Any matter involving the interpretation or violation of any of the provisions of this Agreement.
- 11.2 Settlement of grievances initiated more than five (5) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.3 The Association President must, in writing, supply the names of those authorized to process grievances to the Board of Education before the Board has a duty to deal with them. The Association may change a designated representative by giving ten (10) days prior, written notice to the Board. Such change shall not affect any grievance in process.
- 11.4 Timelines
- 11.4.1 Upon failure of the aggrieved person or Association to file the grievance within the limits specified in the succeeding Article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.
- 11.4.2 If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped.
- 11.5 An Association Representative may be allowed a maximum of one-half (1/2) hour at the beginning or end of their shift to investigate a grievance upon notification to their immediate supervisor. At no time shall the total number of hours used by the Association in processing and investigating grievances exceed five (5) hours per week unless extenuating circumstances exist.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.1 Each grievance shall have to be initiated within ten (10) working days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within ten (10) working days after the Association or the aggrieved becomes aware of the cause for complaint.
- 12.2 If an employee, or the Association, has a grievance, it shall be presented to the Employer as follows:

Informal

- 12.2.1. In the event an employee or the Association has a grievance and a Special Conference, per Article 9, is held as a means of settling the dispute, time limits for any resulting grievance shall be held in abeyance until a disposition from the Special Conference is received in writing by the Association.

12.2.2 In the event an employee or the Association has a grievance they must contact the immediate supervisor involved, who together with the employee shall endeavor to solve the problem. Said meeting shall take place within three (3) working days of notification. The employee may have an Association representative with him/her at these informal meetings if he/she so chooses.

Formal

- 12.2.3 Step 1 - In the event the complaint is not resolved informally, the employee and/or Association must reduce the matter to writing and file it with the Director of Maintenance who shall initial and date the grievance form. The Director will provide the Association a written response within five (5) working days of the receipt of the grievance. Grievance must show the alleged Article, Policy and Rule violated, the issue, pertinent facts, and the desired remedy.
- 12.2.4 Step 2 - Unresolved grievances from Step 1 above must be filed by the Association with the Assistant Director of Human Resources within five (5) working days of the receipt of the Administration's written response in the first step. The Assistant Director of Human Resources shall establish a meeting with the Association within five (5) working days from the receipt of the Association's filing. Either party at this step may use one (1) resource person if necessary. The Assistant Director of Human Resources will provide the Association a written response within five (5) working days from the date of the meeting with the Association's Grievance Committee.
- 12.2.5 Step 3 - Unresolved grievances from Step 2 above must be filed by the Association with the Assistant Superintendent for Human Resources within five (5) working days of the receipt of the written filing from the Human Resource Office in the second step. The Assistant Superintendent for Human Resources shall establish a meeting of the Joint Committees within five (5) working days from the receipt of the Association's response. The Assistant Superintendent for Human Resources shall answer in writing to the Association President within ten (10) working days following the meeting of the Assistant Superintendent for Human Resources and the Association.
- 12.2.6 Step 4 - The Association may, within thirty (30) working days after receipt of the written reply of the Assistant Superintendent for Human Resources request arbitration by written notice to the Employer. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Association within thirty (30) days after written notice has been given to the Employer. If the parties fail to agree as to the arbitrator, an arbitrator will be selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall have no power or authority to add to, subtract from, alter or

modify the terms of this Contract. Expenses shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party.

- 12.3 Expedited Arbitration - Both parties to this Agreement may mutually agree to process a grievance at step four to expedite arbitration. The arbitration shall be conducted under the auspices of the American Arbitration Association. The conduct of said hearing shall be controlled by its rules.
- 12.3.1 Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side by step three.
- 12.3.2 The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.
- 12.3.3 The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his/her written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

ARTICLE 13

PERSONNEL FILES AND DISCIPLINE

- 13.1 When an employee is given a disciplinary discharge, suspension, layoff, or a written reprimand which is to be affixed to his/her personnel record, the Association and the employee shall be notified within five (5) working days of the action taken. The concept of just and reasonable cause will apply for the purpose of this Article. However, this Article does not apply to probationary employees.
- 13.1.1 An employee may request, in writing, that no notice be given to the Association.
- 13.1.2 Disciplinary documents shall be removed from employee's file after 48 months upon the request of the employee.
- 13.2 A bargaining unit member has the right to review the contents of his/her personnel file and to have a representative of the Association present. Such review will be scheduled in advance.

- 13.3 No adverse material originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has been provided copies of the material and any complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When adverse material is placed in a bargaining unit member's file, the affected bargaining unit member shall be provided a copy of said material and may sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 14

SENIORITY

- 14.1 Seniority shall be applied within a job classification and on a bargaining unit basis.
- 14.1.1 Job classification seniority shall be determined for each employee as of his/her date of assignment to a particular job classification upon successful completion of his/her probationary period.
- 14.1.2 Bargaining unit seniority shall be determined for each employee effective his/her date of hire with the District.
- 14.2 Any employee who has moved from one job classification and moves back to their former job classification shall maintain their full bargaining unit seniority from date of last hire in the Utica School District.
- 14.3 Probationary Employees -- The probationary period for new hires shall be the first forty-five (45) working days of their employment and shall be extended to the extent of any absences during that period. Upon completion of their probationary period, new hires shall be entered on the seniority list and shall rank for seniority from the original date of employment (first day worked adjusted by accumulative absences). An additional probationary period of up to forty-five (45) days may be required. If more than one employee is hired on the same day, their seniority will be determined by a random manner, e.g. a coin toss.
- 14.3.1 Probationary employees shall not have access to the grievance procedure for District imposed discipline, including discharge, as they are to be considered at-will employees until the conclusion of the probationary period(s).
- 14.3.2 Probationary employees will not receive any fringe benefits during their probationary period(s). They may accumulate sick days, but may not utilize them during probation.

- 14.4 Notwithstanding their positions on the seniority list, the Association President and Association Representatives shall, in the event of a layoff, be continued at work as long as there is a position in the job classification which they can perform and shall be recalled to work in the event of a layoff to the first position in their job classification which they can perform.

ARTICLE 15 SENIORITY LIST

- 15.1 The seniority list shall be posted in a central location annually (by December 1) and will list all employees of all job classifications by name, job title, and seniority rank.
- 15.2 Seniority shall not be affected by race, sex, marital status, color, religious creed, age, ancestry, or dependents of an employee.
- 15.3 Once the seniority list is published it shall be open for challenge for fifteen (15) working days.
- 15.4 An employee shall be accorded seniority according to Article 14.
- 15.5 A copy of the seniority list shall be forwarded to the Association President per the schedule outlined in Section 15.1 of this Article.

ARTICLE 16 LOSS OF SENIORITY

- 16.1 An employee shall lose his/her seniority for the following reasons:
- 16.1.1 He/she quits or retires.
- 16.1.2 He/she is discharged and discharge is not reversed through grievance proceedings.
- 16.1.3 He/she fails to return to work within ten (10) 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.
- 16.1.4 He/she is absent from work three (3) consecutive working days without advising the Employer or giving satisfactory reasons to the Employer for such absence.

- 16.1.5 He/she overstays a leave of absence, unless there are extenuating circumstances.
- 16.1.6 He/she gives a false reason for a leave of absence.
- 16.1.7 He/she engages in other employment during such leave, except as provided in Article 31.6, "Career Change Leaves".
- 16.1.8 He/she purposely falsifies pre-employment application by design or omission.

ARTICLE 17

ASSIGNMENT

- 17.1 Employees will be assigned work in accordance with the needs of the Employer.
- 17.2 When an employee works in a higher classification, 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.
- 17.3 When a permanent position is vacant and has been posted in accordance with Article 18 and the vacancy still exists, the Employer may fill the position on a temporary basis by a substitute. The position will be posted during the time there is a temporary employee. This will extend until the position is filled.
- 17.4 The Association will be notified of the hiring of all temporary personnel employed to do bargaining unit work.
- 17.5 The Association President shall be notified in writing when other than bargaining unit members or temporary employees hired to fill a vacancy will perform any bargaining unit work or assignment which has traditionally been performed by members of the Maintenance department.

ARTICLE 18

JOB POSTINGS

- 18.1 All vacancies and newly created jobs within the bargaining unit shall be posted in the Skilled Trades Department listing the specific requirements of the position for a period of seven (7) calendar days. 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. The Board shall have the right to determine qualifications for the positions. The Association shall have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.

- 18.2 Employees interested in the vacancies shall apply in writing within the seven (7) day posting period.
- 18.2.1 Interviews shall be granted within 10 workdays to applicants on a seniority basis. Interviews shall cease upon selection of a candidate for the posted position.
- 18.3 In the event of a reduction in workforce, “temporary employees” shall be removed before any bargaining member may be laid off.
- 18.4 The Association President will receive notification of all postings, applicants, and will also receive notifications of personnel changes and new hires within the USTA bargaining unit at the same time payroll is notified.
- 18.5 Salary steps granted to newly hired, transferred, promoted or demoted bargaining unit personnel will be made available to the Association President upon written request.
- 18.6 In the event that a member of the bargaining unit is granted a leave of absence, is disabled, or is seeking Workers’ Compensation Benefits, the Employer may use a “temporary employee” to perform the duties of the employee for the length of time the employee is absent from work. Temporary employees may also be used to assist a member who has returned to work with “restricted duty”.
- 18.6.1 The Employer must submit to the Association the name, classification and projected length of absence of the employee on leave.
- 18.6.2 The Employer must submit to the Association the name, classification and projected length of the employment of all temporary employees.
- 18.6.3 The Union at its sole discretion shall grant or refuse such “temporary employees” from the bargaining unit.

ARTICLE 19

TRANSFER AND PROMOTION

- 19.1 TRANSFER/PROMOTION
- 19.1.1 In filling vacancies the Employer agrees to give due weight to the experience, competency, attendance, work record, and other posted qualifications and skills of all applicants, and the length of time each has been in their classification and the District. The Employer declares its support of a policy of promotion from within its own USTA staff.
- 19.1.2 If an employee's request for a transfer is granted, they must remain in this position for at least one calendar year. A transfer does not, however, prohibit the transferee from promotion.

19.1.3 If an employee accepts a position not included in the unit and is thereafter transferred again to a position within the unit, they shall have their accumulated seniority frozen as of the day they leave the unit. This seniority will be protected for up to 12 months. Upon return, they shall be reinstated in the same classification they held before transferring out of the unit. The time spent out of the bargaining unit will not be counted toward seniority within the unit, however, total years of service with the Employer will be counted in computing the employee's fringe benefits.

19.2 TEMPORARY TRANSFERS

19.2.1 Temporary transfers within the bargaining unit shall be allowed for training purposes or to meet an emergency. Employees so transferred shall receive the rate of pay, whichever is higher, between their former job rate of pay or the rate of pay for the job to which they are transferred. A transfer of this type is considered temporary in nature and shall last only to the extent of the emergency.

19.3 INVOLUNTARY TRANSFERS

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

19.3.2 Involuntary transfers due to layoff and/or reductions are pursuant to Article 20, Section 20.5.

19.4 PROMOTIONS

19.4.1 A "promotion" is an upward change in job classification which results in additional compensation for additional responsibilities. An employee applying for a leader position must have a minimum of 4 years experience with Utica Community Schools.

19.4.2 The employee receiving the promotion shall receive a forty-five (45) 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.

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

19.5 TRANSFERS OUTSIDE THE BARGAINING UNIT

19.5.1 If an employee is promoted to a position not included in the bargaining unit, and is thereafter transferred back to a position within the bargaining unit, he/she will return with accumulated seniority he/she had at the time he/she was promoted outside the unit. In no case will seniority rights be protected for employees promoted outside the bargaining unit for a period of time longer than their total accumulated seniority at the time of promotion.

19.6 Employees on vacation, sick leave, or leave of absence shall have the responsibility of notifying the Human Resource Office of their interest in promotional opportunity. Those employees so notifying the Human Resource Office shall receive notice of vacancies by mail.

ARTICLE 20
LAY-OFF

20.1 The Association recognizes the exclusive right of the Employer to determine personnel cuts.

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

20.3 In the event of a lay-off, the order of lay-off shall be:

20.3.1 Temporary employees.

20.3.2 Probationary employees within the job classification being reduced.

20.3.3 The least senior employee within the job classification being reduced.

20.4 The Employer will provide the Association with ten (10) working days notice prior to any lay-off.

20.5 Seniority employees scheduled for lay-off shall be able to exercise seniority rights to:

20.5.1 Accept the lay-off instead of exercising their right to bump.

20.5.2 Bump into a job classification they have satisfactorily held previously.

20.6 When a vacancy occurs that would allow an employee affected by reduction in force to remain in his/her appropriate classification, that employee shall be required to accept that assignment prior to exercising his/her right stipulated in Section 20.5, and its subsections, of this Article.

20.7 The least senior employee(s) remaining unplaced after the reduction in force and implementation of rights stipulated in Article 20.3 through 20.6 shall be laid off.

ARTICLE 21
RECALL

- 21.1 Employees laid-off through the procedures specified in Article 20 shall be maintained on a recall list for a period equal to their system-wide seniority or at least two years.
- 21.2 Laid-off employees shall be recalled in the inverse order of the layoff. The most senior employee shall be recalled to the first opening in a job classification position for which he/she is qualified.
- 21.3 Recall will be by written certified notice, return receipt requested, to the employees' last known address on file with the Board and shall require that the employee report for work within ten (10) working days after delivery or proof of non-delivery.
- 21.4 If an employee fails to report for recall, within the ten (10) working day period he/she shall be considered a quit unless extenuating circumstances exist.

ARTICLE 22
WORK SCHEDULE

- 22.1 The normal work schedule shall be Monday through Friday. The normal workweek for computation of overtime is Monday, 4:00 a.m. to Monday, 4:00 a.m.
- 22.2 The regular full working day shall, for the first, second and third shifts consist of eight hours per day with a minimum of one-half (1/2) hour off for uninterrupted lunch, not included in the eight hour work period. Every shift shall have a definite starting time and quitting time for each department.
- 22.3 Each USTA personnel will have a fifteen (15) minute break in both the first and second half of their shifts, time to be agreeable with his/her immediate supervisor.
- 22.4 All shifts shall be established at the beginning of each school year and will remain in effect (except in emergencies, establishing of double shifts or any change, etc.) for the duration of the year.
- 22.5 For the purpose of determining shift premium, the following will apply:
 - 22.5.1 First shift is any shift that starts on or after 4:00 a.m., but before 9:00 a.m.
 - 22.5.2 Second shift is any shift that regularly starts on or after 9:00 a.m. but before 7:00 p.m.

- 22.5.3 Third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.
- 22.6 All hours worked on Sunday shall be compensated at double time. Double time will be paid for all hours worked on holidays plus holiday pay.
- 22.7 All compensable leave days will be counted as days worked for the computation of overtime. Probationary employees and temporary employees are not to be assigned overtime unless the regular employees of the building or department are all working or not available.
- 22.8 Overtime in the Department
- 22.8.1 Overtime hours shall be divided as equally as possible among employees in their job classification.
- 22.8.2 A seniority employee transferred from one job classification to another shall be charged with the highest number of hours of the workers in that classification and from that point assume their regular overtime turn.
- 22.8.3 A probationary employee shall be placed at the bottom of the overtime list and upon completion of their probationary period be credited with the highest number of hours of the workers in that classification and from that point assume their regular overtime turn.
- 22.8.4 If an employee is absent or refuses overtime, he/she shall be charged the number of overtime hours they would have worked.
- 22.8.5 Emergency in-trade overtime lists will be maintained and updated as necessary by the Leaders or acting Leaders. All lists shall be kept within the Control Room.
- 22.8.6 Members working overtime will not be required to work more than twelve (12) hours in any one shift.
- 22.9 If conditions are such that employees are not to report, then administration will institute a fan-out notification system.

ARTICLE 23

WORKING PROVISIONS

- 23.1 An employee may, on occasion such as vacations or periods of illness, do the tasks listed for other employees within their job classification.
- 23.2 The Skilled Trade Leaders are charged with the operational responsibility of their assigned departments, along with the proper scheduling of work and other related

duties necessary for the efficient operation of the department as may be assigned by their supervisor.

- 23.3 Emergency status occurs when there is an accident that is beyond the control of the school district and is for a short period of time. In no case shall emergency status extend beyond the time necessary to provide a safe and healthy condition. No employee will be kept on an emergency status longer than the immediate emergency exists.
- 23.4 From time to time, the Employer may establish or revise its rules and regulations governing the employees.
- 23.4.1 When new rules are established or existing rules revised they shall be posted prominently on all bulletin boards for a period of ten (10) working days before becoming effective. The Union shall be given prior written notice of all additions and changes to such rules and regulations.
- 23.5 The Employer shall prepare and post on the bulletin board, at least once a year, a listing of all rules and regulations.
- 23.6 Painters will report to Maintenance, in uniform, by the start of their scheduled shift. They will leave the TMG location within fifteen (15) minutes of the start of their scheduled shift unless directed otherwise by an administrator. The purpose of this reporting is to handle any necessary paperwork and to drop off and/or pick up uniforms. It is expressly understood that they will not be reimbursed for mileage to their work locations.
- 23.7 Employees required to use their own vehicles to travel from the Skilled Trades Department to and from their work sites will be reimbursed by the district at the current rates established by the District.
- 23.8 Uniforms
- 23.8.1 Uniforms shall be provided by the Employer to Skilled Trade personnel every two years.
- 23.8.2 There shall be eleven (11) shirts, two (2) t-shirts, and eleven (11) pants issued to Skilled Trade personnel with five (5) set changes per week. Five (5) coveralls, for plumbers and H.&V. employees, two (2) for all others. Employees will be allowed a choice of cotton uniforms or polyester uniforms. Coveralls are to be worn outside or when appropriate for indoor work. These coveralls may be obtained in addition to regular uniforms for Skilled Trade employees if requested. Recognizing that employees have differing uniform needs, the foregoing may be adjusted.
- Employees may request adjustments in writing. These requests are to be sent to the Director of Maintenance who shall make the final determination.
- 23.8.3 Uniforms shall be required of employees while on duty.

23.8.4 All Skilled Trade personnel must wear an acceptable safety shoe while on duty. Standards will be developed by the administrator in consultation with USTA leadership. An employee will receive reimbursement each fiscal year for the purchase of approved industrial oxfords or approved industrial high cuts. The reimbursement will be made after presenting proof of purchase. An employee may exempt from the mandate to wear work shoes if the District can confirm a medically necessary condition from a medical doctor that the employee should not wear work shoes. Such employees are not eligible for payment as provided in this article. The amount of reimbursement shall be no more than \$110.00.

ARTICLE 24

CDL LICENSING

- 24.1 The purpose of this Article is to insure that the Skilled Trades Department has sufficient personnel in each trade classification licensed to operate school district equipment that does, or may, require a Commercial Driver's Licensing.
- 24.2 The District shall determine how many employees from each classification will be required to secure a Commercial Driver's License if there is additional equipment which requires the operator to have a CDL. As of July 1, 2000, the requirement is at least one person in each trade, except electricians.
- 24.2.1 In the electrician trade all employees who hold a CDL as of 4/01/01 will be required to have and keep a CDL. All new hires in the electrician trade will be required to secure and hold a CDL as a condition of employment. The electrician leader is required to hold a CDL.
- 24.3 The District will initially ask for volunteers in order to secure the required number in each classification. If there are insufficient volunteers, then employees will be required, in inverse seniority, until the required number is met.
- 24.4 The Board of Education shall pay for the training and cost of the test for the employee to receive an initial CDL license pursuant to this Article. Any costs to maintain the license or to add required endorsements will be born by the Board of Education.
- 24.5 The Board of Education has the right to decide to have the individual who failed the test for CDL Licensing to retake the test or select the next senior employee. Employees required to have a CDL shall be paid \$200.00 per year upon issuance and renewal of the CDL.
- 24.6 Employees in the Skilled Trades Department who are in possession of a school district sponsored CDL license shall be subject to the Department of Transportation Random Drug and Alcohol Testing Program.

ARTICLE 25
HEALTH AND SAFETY IN THE WORK PLACE

- 25.1 It is recognized that the health and safety of employees is a prime concern of the Employer. Therefore, a district-wide emergency plan providing for individual building and department programs will be established and modified periodically by the Board to maintain its effectiveness. This procedure is a proper subject for discussion at a Special Conference.
- 25.2 Bargaining unit members shall not be required to work under unsafe or hazardous conditions in the work place. If the employer and the bargaining unit member disagree as to the safety of working conditions, an outside third party will be brought in, e.g. OSHA, to determine the safety of the workplace.
- 25.3 Hepatitis A vaccinations will be provided to all current employees in the Plumbing Classification and to new hires in the Plumbing Classification after completion of the probationary period.

ARTICLE 26
CONTINUING EDUCATION

- 26.1 USTA personnel who have received prior approval and successfully completed courses approved by the Employer and recommended to improve the employee's on-the-job ability and qualifications shall receive tuition reimbursement. Tuition reimbursement will be made per the following:

GRADE	REIMBURSEMENT %
A	100%
B	95%
C	90%
Credit Only Class.	75%

- 26.1.1 Should the Employer require a member to take a Skilled Trade course, the Employer shall reimburse the member for all costs incurred with said training.
- 26.2 When tuition reimbursement is received by a member and employment is terminated within a year of completion of that class, Utica Community Schools may request reimbursement of the entire amount of that payment. This request will be made pending a consultation between the Assistant Superintendent for Human Resource or a designated representative and the President of the USTA or a designated representative.

- 26.3 In service programs may be instituted for all classifications. In service may be scheduled after the workday. Participants will be paid according to Article 28, Section 28.4 if their attendance at such in service is mandatory.
- 26.4 Personnel achieving or presenting evidence of an Associate Degree shall receive a one-time payment of \$250. The qualifying degree must be from an accredited institution.

ARTICLE 27
WORKERS COMPENSATION

- 27.1 Each employee shall be covered by the applicable Worker's Compensation laws.
- 27.2 In the event of an on-the-job accident in which the employee is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earnings not covered by Worker's Compensation, shall be covered by sick leave pay, and this portion (sick leave) only to be deducted from the employee's accumulated sick leave. The portion of sick leave to be deducted will be one sick day for every three days covered based on the employee's regular daily rate.
- 27.3 An employee unable to work due to an on-the-job injury must obtain an appropriate leave of absence in accordance with Article 31, paragraph 31.1.

ARTICLE 28
COMPENSATION

- 28.1 The anniversary date of hire shall be used for calculating incremental increases.
- 28.2 Licenses
 - 28.2.1 Skilled Trades employees who hold the following licenses and present evidence of such license to his administrator shall receive \$20.00 per month for each month they hold the license and are paid the majority of the scheduled work days: Fire Suppression, Fire Alarm, Boiler Installer/Operator, Duct Work Installation, HVAC Equipment Installation, Hydronic Heating and Cooling, Refrigerant Transition and Recovery, Refrigeration Operation, Electrical and Plumbing Builder's, and a Restricted Radio-Telephone Operator permit. No employee shall be paid for more than one license in any one month.
- 28.3 Classifications and Job Titles

Painting

- Painter
- Painter Leader

Plumbing

Plumber
Plumber Leader

Carpentry

Carpenter
Carpenter Leader

Audio-Visual

Audio-Visual Equipment Technician
Audio-Visual Repair Leader

Electricity

Electrician
Electrical Leader

Heating & Ventilation

Heating & Ventilation Technician
Building Automation Systems Technician
Heating & Ventilation Leader

Skilled Trades Helper

28.4 Salary Schedules

Base wage per hour after the \$.09 was subtracted to fund the Short Term Disability Program:

2006-2007	Probation	Step 1	Step 2	Leader
Skilled Trade	\$ 19.77	\$ 20.21	\$ 20.59	\$ 21.82
Helper/Temporary		16.29		

2007-2008	Probation	Step 1	Step 2	Leader
Skilled Trade	\$ 20.16	\$ 20.61	\$ 21.01	\$ 22.25
Helper/Temporary		16.62		

28.5 Shift Premium: The following shift premiums will be paid to employees who work any of the listed shifts:

Second shift - \$.35 per hour, beginning July 1, 2001. Beginning January 3, 2005 1.8% of hourly wage.

Bargaining unit members who are assigned to second shift will continue to receive the shift premium when temporarily assigned to first shift with the exception of the summer break.

28.6 Longevity:

	2006-2008
After four years	\$.20
After eight years	\$.25
After twelve years	\$.30
After fifteen years	\$.35
After twenty years	\$.40

28.7 Minimum pay: Two hours shall be allowed to Skilled Trades employees who are called into work and are either sent home or reassigned.

28.8 Outside Experience: The Board of Education shall have the right to grant outside experience to a new hire to the extent of the new hire's experience but not more than two (2) years. The granting or denial of outside experience shall not be a matter for the grievance procedure.

28.9 Journeyman's Card Incentive Program:

28.9.1 Skilled Trade members who present to their administrators a current journeyman's card in their assigned classification will be paid a stipend of 5.4% per hourly wage.

28.9.2 A Skilled Trade employee will qualify for this payment when the appropriate document is presented to the administrator.

28.10 Skilled Trade employees that hold a master license in Mechanical, Electrical or Plumbing may apply to the State of Michigan, Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety, for an affidavit issued by the State Board under the name of Utica Community Schools. Commitment of the employee to the District will be from renewal date to expiration date of the affidavit. The District will pay all costs and fees related to acquiring and maintaining the affidavit, including mandatory code classes. The employee shall receive an annual payment of \$2,500.00 for the first license in a major category and \$1,500.00 for each license in a sub category. Only one employee from each category of affidavit will be allowed to participate. Participation will be by leader of the related department first, then by seniority of the related department, then by shop seniority.

ARTICLE 29
BENEFIT PROVISIONS

29.1 Health and Life Insurance:

29.1.1 Plan A

Community Blue Group Benefits Certificate - Plan 1, ASFP, BMT, ESRD, DC, GCO, GLE-1, HMN, ICMP, PTFS, PTS, RAPS, SD, SUBR02, XVA, PD-CM, PCD, Preferred RX Prescription Drug Program, PD-CR-\$10.00 generic/\$20.00 brand MOPD-1, \$20.00 OV, CB-MT \$20.00

Additional riders:

- a) Contraceptive Medications
- b) Contraceptive Devices
- c) Dependent Coverage until the age of 25 (of the Board's choosing)

\$30,000 group term life insurance including accidental death and dismemberment.

29.1.2 Plan B

Any employee who does not wish health insurance coverage provided in Plan A and can show proof of insurance from a source other than Utica Community Schools shall be entitled to an annual amount of \$1500.00 to be paid in two (2) installments of \$750.00 each, the first in December and the second in June.

\$35,000 group term life insurance including accidental death and dismemberment.

If an employee elects Plan B and subsequently loses other health insurance coverage during the school year, he/she may enroll in the health plan (Plan A) by presenting proof of loss of coverage

Full payment will be made for any employee working a minimum of (5) five hours per day or twenty-five (25) hours per week. If the employee's hours are reduced by the School District, the District will continue providing coverage for the remainder of the fiscal year. If an employee works less than five (5) hours per day or twenty-five (25) hours per week, payment for health insurance will be prorated. If an employee requests a reduction in hours that will take them below the five (5) hours per day or twenty-five (25) hours per week standard, proration will apply.

29.1.3 Once an employee has separated service, the School District will cease payments for health insurance coverage in the following month, except in

the case of leave of absence for illness to the extent as required by federal regulation.

29.2 Long Term Disability Insurance: Long term disability insurance will be provided each employee working an average of fifteen (15) hours per week, after 180 days of disability and will continue for a period of five (5) years or retirement under the Michigan Public School Employees Retirement Act or the employee's death whichever comes first. This coverage will be for sixty-six and two-thirds (66 2/3) percent full-integrated basis of monthly salary with a ceiling of \$2,500 per month. The employee's wage shall be fixed as of the date of disability.

29.3 Dental Coverage

29.3.1 A Dental Plan equal in nature to Plan "A" 90/85/50 coverage with a Guardian participating dentist, 75/75/50 out of network, and 50/50% Class II benefits with benefits fully coordinated shall be provided to each Skilled Trades employee. The carrier for coverage shall be determined by the Employer.

29.3.2 "Benefits fully coordinated" means that the Dental Plan is not available to employees who are covered by a Dental Plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.

29.3.3 An employee who subsequently loses other dental insurance coverage during the school year may enroll in the dental plan by presenting proof of loss of coverage.

29.4 Vision Care: A co-pay vision care program equal in nature to MEA Vision Plan I VSP-2 shall be provided to each Skilled Trade employee. The carrier for coverage shall be determined by the Employer.

29.5 Insurance Coverage for Leaves of Absence

29.5.1 Employees will be covered with Health, Dental, and Vision insurance to the extent of the leave as described in Articles 30 and 31.

29.5.2 Employees will be covered with term life insurance and long term disability insurance to the extent as required by federal regulation.

ARTICLE 30
PAID LEAVE

- 30.1 Sick Leave: (Seniority accumulative and benefits accruing)
- 30.1.1 Employees shall accumulate one (1) day of sick leave allowance 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".
 - 30.1.2 When leave is exhausted, such employees shall not accrue any more days unless working.
 - 30.1.3 An employee's absence shall be chargeable to this accumulated sick leave allowance.
 - 30.1.4 An employee, while on paid sick leave shall be deemed to be on continuous employment for the purposes of computing all benefits referred to in this Agreement.
 - 30.1.5 One-half (1/2) of the employees current wage shall be paid by December 25th each year for any days accumulated beyond one hundred (100) and not used. Be it understood that, when an employee receives this payment, the individual's accumulation reverts to one hundred (100) days.
 - 30.1.6 Upon retirement by a bargaining unit member from the Utica Community Schools and the Michigan Public Schools Employees Retirement System, the employee will be compensated for accumulated sick leave in excess of fifty (50) at the rate of \$40.00 per day.
 - 30.1.7 In any one year, the employee may use, from his/her "accumulated sick leave allowance", up to five (5) days for a bona fide pressing need due to illness in the immediate family. Immediate family shall be interpreted as spouse, children, parent or a family member residing in the employee's household.
 - 30.1.8 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than a majority of the scheduled working days in that month.
 - 30.1.9 The employer may request an employee to secure a doctor's clearance upon returning from sick leave, at the employer's expense.
 - 30.1.10 An employee will provide the employer with a doctor's note for any sick leave absence of three (3) or more days.

30.2 Personal Leave:

- 30.2.1 Two (2) of the accumulative sick leave days may be used annually as a leave day without specificity to all employees. Applications must be made at least three (3) 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. Not more than two people from each classification will be excused under this provision on any day.
- 30.2.2 Priority will be determined by the date of receipt of request to the Human Resource Office.
- 30.2.3 Forms for personal leaves will be available at the Skilled Trades Department. They must be submitted through the immediate supervisor to the Human Resource Office.

30.3 Business Leave:

- 30.3.1 One (1) 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 Resource Office not less than three (3) working 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.

30.4 Funeral Leave:

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

30.4.2 The Association President, or his/her designated representative shall be allowed up to three (3) days, depending on travel time in the event of a death of a member of the Association for the exclusive purpose of attending the funeral. Request for released time by members of the Association desiring to attend the funeral of all Association members shall be given consideration by the employee's supervisor.

30.5 Judicial Obligations:

30.5.1 An employee while 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.

30.5.2 If an USTA 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.

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

ARTICLE 31
UNPAID LEAVE

- 31.1 Leave of absence for reasonable periods, not to exceed one (1) year (except for Section 31.1.2, where leave may be granted not to exceed two (2) years) 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:
- 31.1.1 Service in governmental agencies or nationally recognized professional labor, social and fraternal organizations which the employee has been formally designated to represent. (Seniority fixed and insurance benefits non-accruing.)
- 31.1.2 Serving in an elected position with the State or National Association. (Seniority fixed and insurance benefits non-accruing.)
- 31.2 Disability Leave: (Seniority accumulative and benefits accruing.) Upon exhaustion of paid sick leave, the employee will be notified to apply for a leave of absence if he/she is not able to return to work. All accumulated sick leave allowance days shall be used prior to an employee being placed on a leave of absence for disability. An employee on disability leave shall return to duty upon the cessation of the disability and may be required to present a doctor's certificate that the employee can assume the assigned duties without any detriment to their health.
- 31.3 Prolonged illness in the immediate family: Spouse, child, parent, step-parent, grandparent, brother, sister, father-in-law, mother-in-law, and/or a relative living and making his/her home in the employee's household, shall be included in the employee's "immediate family". Upon the request of the employee, the employer may grant leave allowance even though the person who is injured, ill, or deceased is not within the employee's "immediate family". (Seniority accumulative and benefits non-accruing.)
- 31.4 Consent Leave: (Seniority accumulative and benefits 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. Denial of consent leaves shall not be grievable. Consent leaves are leaves for not less than five (5) days, but not more than forty (40) days. Consent leaves are limited to three (3) leaves concurrently. Date of application shall prevail in cases of more than three (3) employees requesting such leave.
- 31.5 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 leave. Reinstatement after such service shall be in accordance with the Universal Military Training Act as amended and other applicable laws and regulations. Seniority shall accrue for a period not to exceed their seniority at time of enlistment or five (5) years, whichever is less.

- 31.6 Career Change Leaves: (Seniority fixed and benefits non-accruing.)
- 31.6.1 A bargaining unit member may be granted a leave of absence for up to a maximum of one year for the purpose of exploring the possibility of making a "career change". The conditions governing this leave are as follows:
- 31.6.1.1 Minimum of five (5) years seniority.
- 31.6.1.2 Requests for career change leaves shall be submitted in writing to the Human Resource Office.
- 31.6.1.3 Career Change Leaves are not permitted for the purpose of changing bargaining units within the Utica District.
- 31.6.1.4 Career Change Leaves are not permitted for the purpose of working for another agency and/or employer in classifications (positions) represented by this bargaining unit.
- 31.6.1.5 The granting or denial of the Career Change Leave shall not be grievable.
- 31.6.1.6 Article 16, Section 16.1.7 shall not apply to persons granted career change leaves.
- 31.7 The Association is to be notified of all unpaid leaves when granted by the Administration. Such leaves shall not constitute a "vacancy" and thus a temporary employee may fill in this position until the end of the leave.
- 31.8 Leaves may be extended by the employer for good cause. Such extensions shall not exceed one (1) year.
- 31.9 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 32
SHORT TERM DISABILITY INSURANCE

- 32.1 The establishment of a Short Term Disability Program “an in-house program” is a mutual effort by the Utica Skilled Trades Association and the Board of Education. The Board of Education will cooperate in the operation of this program.
- 32.2 For the purpose of this Short Term Disability Program, a disability is an absence that is medically certifiable as incapacitating an employee from performing their duties. At times it may be necessary to request a second or alternate opinion of the disability. The cost of the alternate/second opinion shall be born by the party that selects the medical expert.
- 32.3 The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$125.00 per day of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.
- 32.4 An employee shall be allowed a maximum of one hundred (100) consecutive working days for each incident. Elective surgery shall not qualify a member to be compensated from the Short Term Disability Program.
- 32.5 Recurrent Disability (a disability which is contributed to by the same cause(s) or is the result of the same cause(s) of a prior disability for which a benefit was payable). If after a period of total disability for which benefits are payable, the covered employee resumes their regular occupation and does each main duty for a continuous period of six (6) months or more, any recurrent disability will be part of a new period of disability and a new thirty (30) working day window period must be completed before any further monthly benefits are payable. If the covered employee resumes their regular occupation and does each main duty for less than six (6) months, a recurrent disability will be part of the same disability.
- 32.6 An employee who exhausts the one hundred (100) consecutive working day draw from the Short Term Disability Program is not eligible for the Short Term Disability Program until the employee has returned to work and completed not less than one (1) full year on the job.
- 32.7 Employees whose working schedule is less than 52 weeks, are not eligible to draw from the program during periods of time that they are not normally scheduled to work.
- 32.8 This program is available to all eligible seniority bargaining unit members. Probationary employees are not eligible until they have satisfactorily completed the forty-five (45) working day probationary period and signed an enrollment card.
- 32.9 The first thirty (30) consecutive working days of absence due to a disability shall not be covered by the Short Term Disability Program. The thirty (30) working day

window period must be satisfied prior to becoming eligible for payment from the Short Term Disability Program for each incident.

- 32.10 Employees wishing to participate in the Short Term Disability Program must make formal application to the Short Term Disability Committee prior to the expiration of the thirty (30) working day window period. A medical report fully certifying the disability must accompany the formal application for withdrawal from the Short Term Disability Program, which will be made in duplicate, the original to be filed with the Employee Benefits Office in the Human Resource Department. A duplicate will be kept on file by the union's committee of the Short Term Disability Program.
- 32.11 A member of the Short Term Disability Program on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the Short Term Disability Program and may use these non-compensable days to satisfy the window period of this program.
- 32.12 An employee shall not receive compensation from the Short Term Disability Program due to absence resulting from an on-the-job-injury.
- 32.13 Payment from the fund does not qualify an employee as being at work for the purpose of accruing/earning sick leave, vacations or benefits computed on the basis of the number of days in a month the employee receives compensation.
- 32.14 Medical reports fully certifying disability must accompany the request for absence leading to the utilization of the Short Term Disability Program. Additional medical reports will be required to be filed with the Employee Benefits Office in the Human Resource Department each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.
- 32.15 The Short Term Disability Program will be funded with three (3) equal payments of \$7,113.60 on July 1, 2005, July 1, 2006 and July 1, 2007 (\$.09 from the 2004-2005 wages). If the fund is depleted during any fiscal year (July 1st - June 30th), payments will be discontinued for the remainder of that fiscal year and members of this unit shall have no claim or recourse to establish compensation from the Short Term Disability Program. If there is a balance in the fund at the end of the fiscal year, this balance will be added to the \$7,113.60 made at the beginning of the next fiscal year.
- 32.16 The union will collect enrollment cards that must be forwarded to the Employee Benefits Office. A duplicate will be kept on file by the Short Term Disability Union Committee.
- 32.17 The Short Term Disability Program will be controlled by the Board of Education. A committee of not more than three (3) union members will be selected by the Association President, to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office in the Human Resources Department regarding the operation of the Short Term

Disability Program. Final authority of the operation and interpretation of the Short Term Disability Program shall be vested in the Board of Education.

- 32.18 An employee on lay off, or a non-disability non-compensated leave of absence shall not be able to receive compensation days from the Short Term Disability Program.
- 32.19 Employees who are members of the Short Term Disability Program when laid-off or placed on a non-compensated leave of absence shall be allowed to continue their membership upon return to work or recall.
- 32.20 The Short Term Disability Program will be implemented October 12, 1987. The October 12, 1987 date will be the first date of the beginning of the thirty (30) working day window period.
- 32.21 The Board of Education shall, in its sole discretion, determine whether or not payments shall be made from the fund and to whom such payments shall be made. Any determination made by the Board shall be final.
- 32.22 Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.
- 32.23 The Union agrees to hold the Board, its officers, agents, or employees harmless from any and all liability of any nature whatsoever which may result from any action of the Board relating to the fund, including, but not limited to, the cost of defense of any claim filed against the Board.
- 32.24 The Union agrees, upon request, to defend the Board, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the Master Agreement, and to indemnify the Board, its officers, agents or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this Article of the Master Agreement.
- 32.25 The Union further agrees that the Board will have no liability with reference to any actions it takes regarding the fund, except for the Board's failure to make the contributions called for in this Article.
- 32.26 Employees who are denied payment agree to hold harmless the Union and the Board of Education.

ARTICLE 33
HOLIDAYS

- 33.1 An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days, and who is on duty the scheduled work day immediately prior to, and the scheduled work day immediately after the holiday, shall receive a holiday with pay at the employee's regular wage for such days: New Year's Day, Good Friday, Easter Monday, 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.
- 33.2 Should a holiday fall on a Saturday, Friday shall be considered the holiday and Thursday the day before the holiday. Should a holiday fall on a Sunday, Monday shall be considered the holiday and Friday the day before the holiday.
- 33.3 Should a holiday fall between the last scheduled workday and the employee's retirement date, the employee will receive compensation for the holiday as long as the employee worked his/her last scheduled workday.

ARTICLE 34
VACATIONS

- 34.1 An employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full time, permanent twelve (12) month employee.
- 34.2 An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the anniversary date of hire and the end of the fiscal period, June 30th.
- 34.2.1 5/6 of a day per month
The first five (5) 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.
- 34.2.2 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.
- 34.2.3 1-2/3rd days per month
From the completed tenth (10th) anniversary year, vacations shall be calculated at a rate of 1-2/3rds day per month worked up to a maximum of twenty (20) days per fiscal year.

34.2.4 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.

- 34.3 Choice of vacation time shall be governed by classification seniority.
- 34.4 When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.
- 34.5 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. In the event such disability continues through the year, he/she shall be awarded payment in lieu of vacation.
- 34.6 If an employee is laid off, retires, or terminates employment, they shall receive any unused vacation credit including that accrued in the current calendar year. Accrual will be based upon number of months worked during the current fiscal year.
- 34.7 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.
- 34.8 Employees may accrue unused vacation days. Such accrual shall not exceed two (2) years of vacation credit. Time extensions may be granted for special circumstances by the Assistant Superintendent of Human Resources.
- 34.9 In order to accrue vacation in any month, the employee must work a majority of the scheduled work days in that month. Vacation shall be calculated to the nearest whole day.
- 34.10 Vacations shall be taken in a period of consecutive days.
- 34.11 Vacation days must be requested no less than three (3) days in advance.

ARTICLE 35
RETIREMENT

- 35.1 Retirement may be requested by or to the Board of Education, depending on the health, vitality and competency of the employee.
- 35.2 The District may require an employee to submit to a fitness for duty exam. The cost of such exam shall be borne by the District.

ARTICLE 36
NO STRIKE

- 36.1 No strike of any kind shall be caused or sanctioned by the Association during the term of this Agreement.
- 36.2 No lock out of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE 37
RATIFICATION

- 37.1 The Association agrees to recommend ratification of this Agreement to the members of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the Association will conduct any ratification vote in accordance with its adopted constitution and bylaws.
- 37.2 The Administration agrees to submit this Agreement to the Board of Education for ratification by them. It is further agreed that the Negotiating Team for the Board will recommend to the Board that it be ratified.

ARTICLE 38
AMENDMENTS AND TERMINATION

This Agreement shall commence July 1, 2006 and shall continue in full force and effect until June 30, 2008. Changes in insurance policy benefits shall go into effect as soon as is practicable. Salary terms in Article 28 of the agreement shall be retroactive 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 full 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.

Memorandum of Understanding
Between
Utica Community Schools and
Utica Skilled Trades Association

This agreement is made this day between Utica Community Schools, herein after referred to as "employer" and Utica Skilled Trades Association, herein after referred to as "union". Pursuant to Article 28.10 and the Memorandum of Understanding dated December 20, 2004 this agreement is made.


In the 2005-2006 contract the employer and union agreed to use union member's license to perform necessary work in the district. The union and employer agree how licenses will be rotated among eligible union members as follows:

USTA License Proposal regarding Article 28.10

1. Electrical will be rotated when the affidavit expires – 12/31/2006.
2. Plumbing will be rotated when the affidavit expires – 04/30/2006
3. Boiler license will be rotated when the license expires – 12/31/2006
4. The parties will continue discussion and reach resolution regarding the Mechanical license prior to its expiration on 08/31/2007

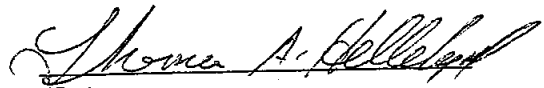
The District shall notify USTA employees, in the specific trade, of the rotation process approximately 60 days prior to the expiration of the affidavit/license. Interested trades personnel must notify administration within five working days after notification is posted. Trades personnel will be eligible for the rotation based on seniority within the specific trade. New hires will fall into this rotation based on his/her seniority. If a member declines the offer to use his/her license he/she must wait for a full rotation, or the bottom of the rotation list, before being eligible again.

If no member in the specific trade or other is willing to apply for the affidavit, the district has the right to offer to other skilled trades outside of the trade or sub-contract necessary work. Employees in each of the related departments may participate in the rotation on a voluntary basis. The district reserves the right to ensure work is not stopped due to this process of securing skilled trades licenses.


Administration

Administration

Administration

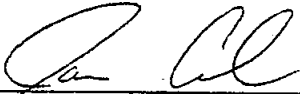

Union


Union

Union

LETTER OF UNDERSTANDING

Utica Community Schools has determined to eliminate the "Roofer" position. Should such an employee position be brought back by the district, such position would be included in the Skilled Trades bargaining group.



For the Union



For the District

12/20/04

Date

12/20/04

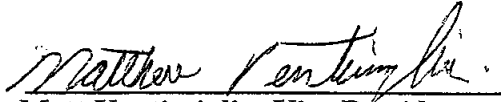
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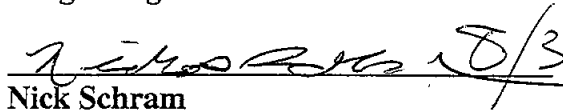
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UTICA COMMUNITY SCHOOLS -
UTICA SKILLED TRADE
ASSOCIATION MEA/NEA


Tom Hellebuck, President


Matt Ventimiglia, Vice President


Ken Tocco
Bargaining Team Member


Nick Schram
Bargaining Team Member


Gerry Hoste
Bargaining Team Member


Danny Hall
Bargaining Team Member


Jan Shelito, MEA/Uniserv Director

BOARD OF EDUCATION UTICA
COMMUNITY SCHOOLS MACOMB
COUNTY, MICHIGAN


Carol Klenow, President


Kevin Lohmeier, Vice President


Gene Klida, Secretary


Carl Ferrito, Treasurer


Michelle Templeton, Trustee


Robert Ross, Trustee


Stephen Truman, Trustee

BUILDING AUTOMATION SYSTEM TECHNICIAN

JOB DESCRIPTION

A. DUTIES:

Under direction of Supervision and the Heating and Ventilation Leader, the Building Automation System Technician is responsible for carrying out job assignments of the Heating and Ventilation Department, and will perform such other duties as: completes assigned commissioning preventive maintenance, inspection, testing and responds to basic service calls.

1. Responsible for basic system diagnostics from controllers to sensors and loading software.
2. Perform basic troubleshooting, inspection and testing of Facilities Management Systems (responds to service calls). Problem diagnosis requires some software skills.
3. Calibrate systems requiring basic electronic test equipment, such as multi-meters, decade boxes, network terminals and/or a lap top computer. Perform preventive maintenance of building systems.
4. Communicate with the building upon arrival and before leaving the work site. Keep building informed on progress.
5. Conducts self study (reading, research and practice) to improve technical proficiency.
6. Carry out work assignments and fill out work orders.
7. Adjust, repair, and test thermostats (both electrical and pneumatics).
8. Repair, lubricate, and test electrical and pneumatic damper control motors, valves, and other related equipment of this nature.
9. Adjust gas-fired burners, combustion controls, gas valves. Must be able to maintain pneumatic and DDC controls.
10. Repair or replace firebrick and other related repairs required on internal parts of boilers.
11. Test chemical contents of boiler water and advise custodial personnel to add compound or blow off boiler.
12. Repair kilns, replacement elements, firebricks, etc.
13. Pick up debris and perform such other duties that are related to the job classification.
14. Assist in plumbing, and other general repairs.
15. Other duties related to the servicing of building controls, equipment and facilities management systems as assigned.

Building Automation System Technician (Continued)

B. **QUALIFICATIONS:**

1. Must be able to demonstrate qualifications through a proficiency test.
2. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
3. A minimum of four (4) years experience in heating and ventilation field.
4. A minimum of two (2) years of related work experience in servicing electronic mechanical systems and facilities management systems.
5. Possess mechanical abilities.
6. Be able to read and interpret blueprints and schematic drawings along with location and operation of electronic hardware and HVAC controls.
7. Possess a valid operator's license.
8. Must be able to perform welding and brazing.
9. Must be neat in appearance.

PAINTER LEADER

JOB DESCRIPTION

A. DUTIES:

Under the direction of Supervision, the Painter Leader is responsible for carrying out job assignments of the Paint Department and performing such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction and make routine inspections of work projects.
3. Schedule daily, weekly, monthly, yearly and emergency work projects.
4. Supervise and participate in maintenance of equipment assigned to their care.
5. Insist upon recommended safety procedures in the job performance of employees under their direction.
6. Estimate and requisition material to complete jobs.
7. Establish work standards.
8. Supervise work of other personnel directed to work under them in the areas of painting, finishing, caulking, patching cracks, graphic mural application, wallpaper, vinyl mural application, grease boards, and wall washing.
9. Supervise the training of personnel on the erection of ladders, scaffolding and/or swinging stages, and other equipment from which the painter crew must be able to operate and work from.
10. Must be able to operate a mechanical man-lift and forklift.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

Painter Leader (Continued)

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as a journeyman painter, with minimum of five (5) years of actual work at the trade and experience in maintenance painting.
3. Skill in the use of tools and equipment of the trade.
4. Possess mechanical ability.
5. Possess a valid operator's license.
6. Must be able to make estimates on work to be contracted and be able to write specifications for contract work.
7. Must have demonstrable leadership abilities or qualities.
8. Must be neat in appearance.

Painter

JOB DESCRIPTION

A. DUTIES:

Under direction of Supervision and the Painter Leader, the Painter is responsible for carrying out job assignments for the Paint Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Prepare woodwork or walls prior to painting or varnishing.
3. Apply paint or finish using rollers, brush, or spray gun, as the job requires. Apply wall paper and vinyl coverings, painting, caulking, patching cracks, graphic mural application, wallpaper, vinyl mural application, grease boards, and wall washing.
4. Clean tools and equipment, and prepares surfaces for painting.
5. Work from ladders, scaffolding and operate forklifts, or a mechanical man-lift.
6. Follow recommended and established safety procedures in job performance.
7. Pickup debris and perform other duties that pertain to job classification.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Must have at least four (4) years experience working in the painting trade, or have successfully completed the apprentice program with the school district.
3. Possess mechanical ability, as it would apply to repairing and maintaining their painting equipment.
4. Be able to apply paint as the job requires.
5. Possess a valid operator's license.
6. Must be neat in appearance.

PLUMBER LEADER

JOB DESCRIPTION

A. DUTIES:

Under the direction of Supervision, the Plumber Leader is responsible for carrying out job assignments of the Plumbing Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Instruct in safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete jobs.
8. Establish work standards.
9. Supervise work of plumbing operations, and direct other personnel in this job classification in their work performance.
10. Supervise the work of installation and/or service to all plumbing and/or fixtures, and minor welding and brazing.
11. Must be able to operate a mechanical man-lift and forklift.
12. Perform other duties that pertain to the job classification.
13. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as journeyman plumber, with minimum of five(5) years of actual work at the trade, including vocational training.

Plumber Leader (Continued)

3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Possess a valid operator's license.
6. Must understand and abide by the local plumbing codes and ordinances.
7. Be able to braze and weld.
8. Be able to read and perform such layouts as specified by blue prints.
9. Be able to cut, fit and assemble pipes for the transmission of water, gas, sewage, storm water, etc.
10. Be able to disassemble, repair and reassemble such plumbing fixtures as used in the Utica Community Schools.
11. Be able to use hand and power operated tools.
12. Must have demonstrable leadership abilities or qualities.
13. Must be neat in appearance.

PLUMBER

JOB DESCRIPTION

A. DUTIES:

Under direction of Supervision and the Plumber Leader, the Plumber is responsible for carrying out job assignments of the Plumbing Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Work from ladders and/or scaffolding, as required.
3. Requisition material for jobs and makes out charge sheets for same.
4. Repair, install, and/or service all plumbing and/or fixtures.
5. Perform minor welding and/or brazing.
6. Follow recommended and established safety procedures in job performance.
7. Must be able to operate mechanical man-lift and operate forklift.
8. Pick up debris and perform other duties that pertain to job classification, including assisting in heating and ventilation repairs.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Must have at least four (4) years experience working in the plumbing trade, or have successfully completed the apprentice program with the school district.
3. Skill in the use of tools and equipment.
4. Possess mechanical ability.
5. Be able to read and interpret blueprints and schematic drawings.
6. Possess a valid operator's license.
7. Be able to cut, fit and assemble pipes for the transmission of water, gas, sewage, storm water, etc.

Plumber (Continued)

8. Be able to disassemble, repair, and reassemble such plumbing fixtures as used in the Utica Community Schools.
9. Must be neat in appearance.
10. Possess certification for backflow water devices for persons hired after July 1, 2001.

CARPENTER LEADER

JOB DESCRIPTION

A. DUTIES:

Under the direction of Supervision, the Carpenter Leader is responsible for carrying out job assignments for the Carpentry Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Insist upon recommended safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete jobs.
8. Establish work standards.
9. Must be able to operate a mechanical man-lift and operate forklift.
10. Supervise work of the carpentry operation, including but not limited to, all facets of rough and finish carpentry, and directs other personnel in this job classification in their work performance.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.

Carpenter Leader (Continued)

2. Experience sufficient to qualify as a journeyman carpenter with a minimum of five (5) years of actual work at the trade and some experience in maintenance carpentry.
3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Possess a valid operator's license.
6. Must be able to read and understand blueprints and other layouts.
7. Must be able to build all types of concrete forms, rafter layouts, partitions, frame and hang doors, window sash, staircases, lean-tos, shingle roofs, and other related jobs of a qualified journeyman carpenter.
8. Must be able to perform welding and brazing.
9. Must be able to glaze glass, cut glass, do finish carpentry such as shelving, bins, cabinets, screens, lay finish hardwood flooring and resilient tile floors.
10. It is desired that the carpenter leader have experience repairing and remodeling buildings and furniture.
11. Must be neat in appearance.

CARPENTER

JOB DESCRIPTION

A. DUTIES:

Under direction of Supervision and the Carpenter Leader, the Carpenter is responsible for carrying out job assignments of the Carpentry Department and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Perform general repairs to buildings and equipment, which involves general carpentry ability.
3. Install and repair door hardware and doors.
4. Install window glass and glazing.
5. Construct miscellaneous shelving.
6. Construct cupboards, hang and repair wood doors, toilet partitions and mirrors.
7. Repair wood flooring, stage fronts, stairs, chairs and storage doors.
8. Build storage cabinets, sink cabinets, etc.
9. Forming for concrete walks, curbs, etc.
10. Repair desks, tops, seats and general repairs.
11. Must be able to operate a mechanical man-lift and operate forklift.
12. Pick up debris and perform other duties that pertain to the job classification.
13. Repair wooden playground equipment.
14. Perform welding and brazing duties.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field be able to express himself/herself clearly, both orally and in writing.

Carpenter (Continued)

2. Must have at least four (4) years experience as a journeyman carpenter in both rough and finish carpentry in the construction field, or have successfully completed the apprentice program with the school district.
3. Be capable of making repairs and installing door hardware, cutting and glazing glass in sash and doors.
4. Make material takeoffs from blueprints and sketches and be capable of ordering same in an efficient and economical manner.
5. Possess a valid operator's license.
6. Perform welding and brazing.
7. Must be neat in appearance.

HEATING AND VENTILATION LEADER

JOB DESCRIPTION

A. **DUTIES:**

Under the direction of Supervision, the Heating and Ventilation Leader is responsible for carrying out job assignments of the Heating and Ventilation Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly and emergency work projects.
5. Supervise and participate in maintenance and repair of heating and ventilating equipment.
6. Insist upon recommended safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete jobs.
8. Establish work standards.
9. Supervise and inspect work of the heating and ventilation operation and, in addition, direct other personnel in this job classification in their work performance.
10. Supervise the installation, operation, repair and maintenance relating to the heating and ventilation operation, climate control systems and refrigeration systems in the District.
11. Must be able to operate a mechanical man-lift and operate forklift.
12. Pick up debris and perform other duties that pertain to the job classification.
13. Must be able to maintain pneumatic and DDC controls.
14. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

Heating and Ventilation Leader (Continued)

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as a heating and ventilation mechanic with a minimum of five (5) years of actual work at the trade.
3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Possess a valid operator's license.
6. Must be able to read and understand blueprints and other layouts.
7. Must be able to perform welding and brazing.
8. Must be neat in appearance.
9. Must have demonstrable leadership abilities or qualities.

HEATING AND VENTILATION TECHNICIAN

JOB DESCRIPTION

A. DUTIES:

Under direction of Supervision and the Heating and Ventilation Leader, the Heating and Ventilation Technician is responsible for carrying out job assignments of the Heating and Ventilation Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Adjust, repair, and test thermostats (both electrical and pneumatic).
3. Repair, lubricate, and test electrical and pneumatic damper control motors, valves, and other related equipment of this nature.
4. Adjust gas-fired burners, combustion controls, gas valves. Must be able to maintain pneumatic and DDC controls.
5. Repair or replace firebrick and other related repairs required on internal parts of boilers.
6. Test chemical contents of boiler water and advises custodial personnel to add compound or blow off boiler.
7. Repair kilns, replacement elements, firebricks, etc.
8. Pick up debris, and perform such other duties that are related to the job classification.
9. Assist in plumbing, and other general repairs.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. A minimum of four (4) years experience in heating and ventilation field.
3. Possess mechanical abilities.
4. Be able to read and interpret blueprints and schematic drawings.
5. Possess a valid operator's license

Heating and Ventilation Technician (Continued)

6. Must be able to perform welding and brazing.
7. Must be neat in appearance.

A.V. REPAIR LEADER

JOB DESCRIPTION

A. DUTIES:

Under the direction of Supervision, the A.V. Repair Leader is responsible for carrying out job assignments of the A.V. Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly, and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Insist upon recommended safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete work.
8. Establish work standards.
9. Must be able to operate a mechanical man-lift and forklift.
10. Maintain, repair, and install digital cabling and related equipment.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

A. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Possess the qualifications as required for A.V. Technician.
3. Have experience of five (5) consecutive years in the field of electronics.

A.V. Repair Leader (Continued)

4. Have experience and knowledge of the maintenance repair of movie, slide, over-head projectors, tape recorders, phonographs and other audio-visual equipment as well as the pulling and running of data, computer, and fiber optics cable with the completion and repair of connections. Must have experience and knowledge of the maintenance, repair and installation of audio-visual equipment, both analog and digital.
5. Possess a valid operator's license.
6. Must be neat in appearance.
7. Must have demonstrable leadership abilities and/or qualities.

A.V. EQUIPMENT TECHNICIAN

JOB DESCRIPTION

A. DUTIES:

Under direction of Supervision and the A.V. Repair Leader, the A.V. Equipment Technician is responsible for carrying out job assignments of the Audio Visual Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Assist in making recommendations on the replacement of equipment.
3. Clean and lubricate all equipment as required, in accordance with good maintenance policy.
4. Repair small electric hand tools, and/or appliances, and electric coffee makers, and assist in minor electric repairs as may be determined by the designated leader. Repairs may be, but not limited to, replacing plugs on electric cords, replacing cords.
5. Pick up debris and perform other duties that pertain to audio-visual duties.
6. Must be able to operate mechanical man-lift and forklift.

B. QUALIFICATIONS:

1. Possess a valid operator's license.
2. Have knowledge of component installation and assembly.
 - a. Experience in the use of the various hand and machine tools.
 - b. Be able to install complex and multipurpose electronic equipment.
 - c. Be able to perform soldering and wire fabrication.
 - d. Be able to perform electronic component assembly.
 - e. Be able to read and follow various schematics as pertains to electronic equipment.
3. a. Be able to use standard test equipment.

A. V. Equipment Technician (Continued)

- b. Be able to make visual inspections and wiring and perform functional tests on electronic devices.
4. Circuit adjustment and trouble shooting:
 - a. Be able to align, adjust or readjust various circuits and test equipment.
 - b. Diagnose troubles in various circuits and instruments.
 - c. Develop simple test setups.
 - d. Test and adjust radio equipment.
 - e. Have ability to repair with minimum supervision, all types of audio visual equipment, following service manuals, schematics and basic knowledge acquired from schools attended and prior experience.
5. Have knowledge of test equipment, maintenance and repair:
 - a. Be able to test calibration and calibrate meters and other test equipment.
 - b. Be able to perform routine maintenance of instruments and test equipment.
6. Have experience and knowledge of the maintenance repair and installation of audio visual equipment, both analog and digital.
 - a. Have experience and knowledge of maintenance repair, installation and certification of digital cabling and related equipment that is used in the Utica Community Schools.
7. Have experience of four (4) consecutive years in the field of audio-visual.

ELECTRICAL LEADER

JOB DESCRIPTION

A. DUTIES:

Under the direction of Supervision, the Electrical Leader is responsible for carrying out job assignments of the Electrical Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly, and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Insist upon safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete job.
8. Supervise work of the electrical operation, and directs other personnel in this job classification in their work performance.
9. Supervise the work of installation, operation, repair and maintenance relating to electrical operation.
10. Must be able to operate a mechanical man-lift and forklift.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Instruct personnel in the best use of the equipment they maintain to facilitate the greatest utilization of the equipment.
13. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

Electrical Leader (Continued)

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as a journeyman electrician, with a minimum of five (5) years of actual work in the trade and some experience in maintenance electricity.
3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Must possess a valid operator's license.
6. Must be able to read and understand blueprints and schematic drawings.
7. Must be neat in appearance.

ELECTRICIAN

JOB DESCRIPTION

A. DUTIES:

Under direction of Supervision and the Electrician Leader, the Electrician is responsible for carrying out job assignments of the Electrical Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Assist in making recommendations on the replacement of work equipment under their care.
3. Requisition material for jobs in accordance to standard procedure.
4. Clean and lubricate each piece of equipment under their care at least one a year.
5. Work from ladders and/or scaffolding, as required.
6. Follow recommended and established safety procedures in job performance.
7. Repair, install and/or service all types of lighting and power circuits, including running conduit, pulling wire, mounting boxes and installing devices.
8. Must be able to operate a mechanical man-lift and forklift.
9. Pick up debris and perform other duties that pertain to the job classification.
10. Instruct personnel in the best use of the equipment they maintain, to facilitate the greatest utilization of that equipment.
11. Have experience and knowledge of maintenance repair, installation and certification of digital cabling, and related equipment that is used in the Utica Community Schools. (This shall apply to those who have such certification as of April 1, 2001 and any new hires.)

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Must have at least four (4) years experience working in the electrical trades.
3. Skill in the use of tools and equipment.

Electrician (Continued)

4. Be able to read and interpret blueprints and schematic drawings.
5. Possess mechanical ability.
6. Posses a valid operator's license.
7. Must be neat in appearance.

SKILLED TRADES HELPER

JOB DESCRIPTION

A. **DUTIES:**

Under Supervision, the Skilled Trades Helper will be responsible to assist employees of high classification in the Maintenance Department. In addition, they will pick up debris and perform any type of common manual work in the Maintenance Department.

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and be able to express himself/herself clearly, both orally and in writing.
2. No prior experience required.

C. **ASSIGNMENT:**

The Skilled Trades Helper will be assigned to the Maintenance Department of the Utica Community Schools. In addition, Skilled Trades Helpers may work outside of the Maintenance Department during periods of emergency situations (i.e. fire, flood, wind damage and vandalism, etc.).

- D. The job classification shall be covered by all provisions of Collective Bargaining Agreement now in force.

Letter of Understanding

This letter shall clarify the issue of “filling out work orders” as referenced in the various job descriptions covered by this Collective Bargaining Agreement. This duty is listed to cover those situations which occur when a skilled trades worker performs work at a building for which there is no work order filled out by the building personnel but which, nonetheless, needed to be completed. The issue is that we want to accurately track the work which our employees perform.