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Utica Community Schools

COLLECTIVE BARGAINING AGREEMENT

between

UTICA COMMUNITY SCHOOLS

and

MAINTENANCE EMPLOYEES

Chapter of Local 1664

JULY 1, 1997 - JUNE 30, 2000

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COLLECTIVE BARGAINING AGREEMENT

DESIGNATION OF PARTIES

On this 22nd day of July 1997, at Sterling Heights, Michigan, the Utica Community Schools District, located at Sterling Heights, Michigan, hereinafter designated as the "Board", and the Maintenance Chapter of Local #1664 of Michigan Council 25, affiliate of the American Federation of State, County, and Municipal Employees, hereinafter designated as the "Union", 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 operation of the School District under methods which will further, to the fullest extent possible: the safety of the students and employees, economy, cleanliness and efficiency of the schools and equipment; protection of property, and avoidance of interruptions to the instructional program. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2

THE BOARD OF EDUCATION

- 2.1 The Board under Michigan Law has final responsibility for the direction and control of all aspects of the affairs of the School District. The Board cannot lawfully avoid, delegate or surrender any portion of this responsibility and nothing in this agreement shall be construed to negate this principle.

Included in these responsibilities are the following:

To control the executive management and administration of the school systems, its properties and facilities and activities of its employees during working hours.

To hire all employees subject to the provisions of law and to determine their qualifications.

- 2.2 The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Board, the adoptions of policies, rules, regulations, practices and 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 any binding past practices which exist between the parties and then only to the extent such specific and express terms and binding past practices hereof are in conformance with the laws and the constitution of the State of Michigan and the laws and constitution of the United States and more specifically, the rights and responsibilities as conferred under the School Code as amended are reserved.

ARTICLE 3

RECOGNITION

- 3.1 The Board recognizes the Maintenance Employees Chapter of Local #1664 of Council #25, AFSCME, as the sole and exclusive bargaining representative for Painter Leader, Painter, Plumber Leader, Plumber, Carpenter Leader, Carpenter, Audio-Visual Leader, Audio-Visual Repairman, Electrician Leader, Electrician, Heating and Ventilating Leader, Heating and Ventilation Man, Roofer, Maintenance Helper. The Union agrees that the following employees are excluded from this 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, Mechanics, Head Mechanics, Mechanic Leader, Mechanic Helper, Laborer, Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Assistant Directors, Supervisors, Assistant Supervisors , all Utica Community Schools/Support Personnel Association

(MESPA/NEA) employees, all para-professional employees, all Food Service employees, and all other employees who are excluded under the law.

ARTICLE 4

AID TO OTHER UNIONS

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

ARTICLE 5

CHECK OFF

- 5.1 The Board agrees to deduct initiation fees, union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. These deductions will be made from the second pay period each month. The amounts shall be certified to the employer by the Treasurer of Local #1664 and the aggregate deduction of all employees shall be remitted to the Treasurer within ten working days. The Board further agrees to submit the names of newly hired employees of this bargaining unit to the Chapter Chairperson within five days of the date of hire.
- 5.2 Employees shall tender the initial fee and monthly dues or service fees by signing the proper authorization for check off form.

ARTICLE 6

AGENCY SHOP

- 6.1 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.

- 6.2 Employees who are not members of the Union shall, as a condition of employment, pay to the Union a service charge equal to the Union dues, initiation fee and assessments.
- 6.3 Present employees, newly hired, transferred, or rehired employees shall conform to this provision within thirty days or at the end of their probationary period whichever is later.
- 6.4 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty days in arrears in payment of dues, service charge, initiation fee and assessments.
- 6.5 It shall be the responsibility of the union to notify the Assistant Superintendent for Personnel and Employee Relations, in writing, within thirty days when a member of the bargaining unit is in violation of this provision.
- 6.6 Employees who become in arrears in their payments by sixty days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

ARTICLE 7

INDEMNIFICATION CLAUSE

- 7.1 In consideration of the School District's agreement set forth in Article 5 and Article 6 of this Agreement, the Maintenance Chapter of Local #1664, Council #25, American Federation of State, County, and Municipal Employees, agrees that it will indemnify and save the School District harmless against any and all suits, claims, judgments, fees, expenses, or other liabilities incurred by the School District by reason of its honoring check-off authorization as set forth in Article 5 of this Agreement, such indemnity to include but not be limited to payment in full of any judgments, costs and interest awarded against the School District, and payment in full of all reasonable attorney fees, cost and expenses incurred by the School District in any

litigation before any tribunal arising out of the School District's action honoring check-off authorization forms.

ARTICLE 8

STEWARDS AND UNION REPRESENTATION

- 8.1 It is agreed between the parties that the steward structure and areas represented as submitted by the Union to the board annually will be the structure recognized by the parties for the term of this Agreement, subject to implementation of paragraph 8.4 of this article.
- 8.2 It is mutually recognized that the principle of proportional steward representation which reflect the increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- 8.3 Any additional representation shall be subject to mutual agreement of the parties.
- 8.4 The Union will provide the Board of Education with the names of the stewards and officers upon election or appointment.

ARTICLE 9

SPECIAL CONFERENCES

- 9.1 Special conferences may be held between the representatives of the Board of Education and the Union upon request of either party. However, there shall be no denial of at least two special conferences per year per group. The time for the special conferences shall be 2:30 p.m. to 4:30 p.m. including necessary travel time.
 - 9.11 Each party is limited to five representatives for special conferences.
- 9.2 Meetings may be extended by mutual agreement.

- 9.3 The purpose of the meetings will be to review the administration of the agreement to resolve any problems that may arise.
- 9.4 These meetings are not intended to by-pass the grievance procedure.
- 9.5 It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on equitable basis.
- 9.6 Should a mutually acceptable amendment of the Agreement result, such amendment is subject to ratification by the Board and the Union.
- 9.7 These meetings may be attended by a representative of the Union affiliate with prior notification of two working days to a representative of the Board. This representation may increase the number of people in attendance specified in 9.11.
- 9.8 All items to be considered as agenda items must be submitted to the other party in writing three working days prior to the special conference. If any agreement is reached between the parties on an agenda item, it will be reduced to writing and a copy submitted to the Union within three working days.

ARTICLE 10

SUPPLEMENTAL AGREEMENTS

- 10.1 All proposed supplemental agreements shall be subject to Good Faith negotiation between the Board and Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations.

The Board and the Union agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement without re-entering negotiations. If exceptions, additions or deletions are agreed upon they will be subject to ratification by the Board and the Union

ARTICLE 11

GRIEVANCES

- 11.1 DEFINITION** -- Any claim by the Union or Employee, that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement or established rules shall be resolved through the procedure set forth herein.
- 11.2 GRIEVANCE COMMITTEE** -- The Board agrees to recognize a grievance committee, which shall be composed of the Chapter Chairperson, a Chief Steward and the steward from the group classification in which the grievance originated. The party involved in the grievance may be present at their option.
- 11.3 RETROACTIVE SETTLEMENTS** -- Settlement of grievance occurrences due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.4 TIME LIMITS** -- The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.
- 11.5 INVESTIGATION OF GRIEVANCE** -- A steward may be allowed a maximum of one-half (1/2) hour at the beginning or end of their shift to investigate grievance, upon notification and approval of their immediate supervisor. Neither the union steward nor any of the other employees shall engage in activities during working hours that detract from their productivity. At no time shall the total number of hours used by the union in processing and investigating grievances exceed five (5) hours per week.

- 11.6** If in the opinion of the Chapter Chairperson, a supervisor unreasonably refuses time specified in 11.5, they may position such refusal as an agenda item for a Special Conference.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.1** If an employee or the Union, has a grievance it shall be presented to the Board as follows:

12.2 STEP 1:

12.21 Any employee who believes they have a grievance may present such grievance, on an informal basis, to their immediate supervisor. One steward may be present at this informal meeting if requested by the employee.

12.22 Each grievance shall be initiated within ten working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union has knowledge of said occurrence at the time of its happening, then within ten working days after the aggrieved or the Union becomes aware of the cause for the complaint.

12.23 The immediate supervisor shall meet with the steward and/or the employee within three working days from receipt of notice of the alleged grievance. If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant or steward stating the articles and paragraphs of this Agreement or rules that has allegedly been violated, a statement of the facts, the position of the employee and the restitution required from the Board by the Union. This written grievance shall be submitted to their immediate supervisor within two working days of the informal meeting. The immediate supervisor shall, within two working days of receipt of the written grievance, submit their disposition of the matter to the steward in writing.

12.3 STEP 2:

12.31 If the alleged grievance is not solved to the satisfaction of the employee and Union, the chief steward may submit the written grievance to the appropriate staff director within three working days. The appropriate staff director shall meet with the steward and chief steward and the grievant, at their option, within three working days from receipt of the written grievance, to try and resolve the grievance. The appropriate staff director shall within three working days after the meeting submit their disposition of the matter in writing to the chief steward.

12.4 STEP 3:

12.41 If the answer is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson of the Union to the Assistant Superintendent for personnel and Employee Relations within five working days. The Assistant Superintendent for Personnel and Employee Relations or their designee shall meet within five working days with the Chapter Chairperson and the balance of the grievance committee, and with the grievant, at their option. The Assistant Superintendent for Personnel and Employee Relations shall submit their written answer to the grievance to the Chapter Chairperson within five working days after the meeting. This meeting may be attended by the council and/or International Representative. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and Board for at least one-half hour immediately preceding the Grievance Meeting.

12.5 STEP 4:

12.51 If the grievance is still not settled the Union may, within 30 calendar days after receipt of the written reply of the Assistant Superintendent for Personnel and Employee Relations request arbitration by written notice to the Board. The arbitrator will be selected through 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 their decision within thirty calendar days after the conclusion of the testimony and argument. The petition for arbitration will be filed with the American Arbitration Association within 90 calendar days after receipt of the written reply from the Assistant Superintendent for Personnel and Employee Relations.

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

12.53 Arbitration shall be conducted under the auspices of the American Arbitration Association and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half by the Board and one-half by the Union, and all other expenses shall be borne by the party incurring them.

ARTICLE 13

DISCHARGE, SUSPENSION AND REPRIMANDS

13.1 For just cause, the Board or their representative may reprimand, suspend without pay, demote or discharge an employee.

13.2 When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning, which is to be affixed to their personnel record in any file, the Union and Employee shall be promptly notified in writing of the action taken.

ARTICLE 14

SENIORITY

14.1 Seniority shall be applied within a job classification and on a bargaining unit basis.

- 14.2 Job classification shall be by job title.
- 14.3 Bargaining unit seniority shall be determined for each employee as of their anniversary date of last hire into the bargaining unit, with regard to fringe benefits (i.e., retirement, vacation, sick leave, etc.).
- 14.4 Job classification seniority shall be determined for each employee effective their first day assigned to the job classification upon successful completion of their trial and/or probationary period.
- 14.5 An 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 permanent hire in the Utica School District.
- 14.6 **PROBATIONARY EMPLOYEES** -- There shall be no seniority for probationary employees . New employees hired under this Agreement shall be considered as probationary employees for the first forty-five working days of their employment. When an employee completes the probationary period, they shall be entered on the seniority list and shall rank for seniority from the original date of employment (first day worked). By mutual consent, additional probation, up to forty-five working days may be granted. If more than one employee is hired on the same day, their seniority will be determined by . alphabetical order of their surname.
- 14.7 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement, except that the Board will have the right of discharge or disciplinary action other than for Union activity involving a probationary employee without a grievance filed or processed.
- 14.8 Probationary employees will not receive any fringe benefits during their probationary period, except appropriate holiday pay. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

ARTICLE 15

SENIORITY LIST

- 15.1 The seniority list will be posted for each job classification at least annually and will show all employees of the job classification, their name and seniority rank.
- 15.2 Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employee.
- 15.3 If from the date of posting of the seniority list, the list is not challenged by either party within seven actual working days, it will be deemed accepted as accurate.

ARTICLE 16

LOSS OF SENIORITY

- 16.1 An employee shall lose their seniority for the following reasons:
 - 16.11 They quit or retire.
 - 16.12 They are discharged and discharge is not reversed through the grievance procedure.
 - 16.13 They fail to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
 - 16.14 They are absent from work five consecutive working days without advising the Board or giving satisfactory reasons to the Board for such absence.
 - 16.15 They overstay a leave of absence, unless there are approved extenuating circumstances.

16.16 They give false reason for a leave of absence or engage in other employment during such leave.

16.17 They falsify their pre-employment application either by design or omission. This provision shall exist for one year of continuous employment from date of hire.

ARTICLE 17

SENIORITY OF UNION OFFICERS

17.1 Notwithstanding their position on the seniority list, the Chapter Chairperson, Chief Steward, and one day shift steward shall, in the event of the 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 open position in their job classification which they can perform.

ARTICLE 18

LAY-OFF

18.1 The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.

18.2 In the event of a layoff, the order of layoff shall be, first, temporary employees; next, probation in the job classification to be reduced; next, other employees within the job classification in accordance with their seniority.

18.3 The Board will provide employees with seven days notice prior to any layoff.

18.4 Any seniority employees removed shall be able to exercise seniority rights to bump:

18.41 Into a job classification they have satisfactorily held previously.

18.42 An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or accept the layoff until recalled.

18.43 The least senior employees who remain unplaced after the reduction in the required job classification and bumping is completed shall be laid-off.

ARTICLE 19

RECALL

19.1 Laid-off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid-off or, if they had bumped down from their original position in the reduction of the work force before being laid-off, to such former position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.

ARTICLE 20

ASSIGNMENT

20.1 Employees will be assigned work in accordance with the needs of the Board. This provision shall be based on seniority.

20.2 When an employee works in a higher classification they will be paid the rate of the higher classification provided they work more than one day in the position. When this occurs the employee will be paid for all time worked in the higher classification. When an employee works in a lower classification they shall suffer no loss of pay.

ARTICLE 21

TRANSFER

- 21.1 In the event of an opening in Maintenance, employees shall be given the opportunity to request a transfer. In the event an employee is accepted for a position through this procedure, their previously held position will be posted.
- 21.2 All newly created positions or vacancies shall be posted in a conspicuous place in the Maintenance Department and with the painter leader, at least five working days prior to filling such vacancy.
- 21.3 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 prohibit them from promoting.
- 21.4 If an employee accepts a position not included in the unit and is thereafter transferred again to a position with the unit, they shall have their accumulated seniority frozen as of the day they leave the unit. 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 Board of Education will be counted in computing the employee's fringe benefits.
- 21.5 Temporary transfers shall be allowed for training purposes or to meet an emergency. Employees so transferred shall receive the higher of their former job rate or the rate of the job to which they are transferred. A transfer of this type is temporary in nature and shall last only to the extent of the emergency.
- 21.6 When an employee completes their probationary period as a new hire and is assigned to a job classification, they must remain in the job classification for one calendar year from date of hire . This provision shall not prohibit an employee from promotional opportunities.

ARTICLE 22

PROMOTION

- 22.1 DEFINITION OF PROMOTION:** Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.
- 22.2** Promotions within the bargaining unit shall be made on the basis of experience, competency, qualifications, attendance and seniority. When experience, competency, qualifications and attendance are relatively equal, the applicant with the greater seniority shall be given preference.
- The Board shall have the right to determine qualifications for the positions. The Union may have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.
- 22.3** Vacancies will be posted for a period of five working days in a conspicuous place in the Maintenance Department and with the Painter Leader, listing the qualifications required for the position. Vacancies will be filled within ten working days from the closing of the bid. The Chapter Chairperson will receive a notice of all applicants and a notice of the employee receiving the position.
- 22.4** Employees interested in the vacancy shall state their interest in writing within the five working day posting period.
- 22.5** The employee receiving the promotion shall receive a forty-five working day trial period in the new job classification. During the trial period, the employee shall receive the rate of pay of the job they are performing.
- 22.6** The promoted employee shall have the right during the trial period to revert back to their former job classification. In addition, the Board shall have the right to revert the employee back to their former job classification if in their opinion the employee's performance is

unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee, with a copy to the Union.

- 22.7** If an employee accepts a probational opening through this procedure and then reverts back to their former job classification at their request, they will forfeit their right to bid on the same promotional opening for a period of one calendar year.
- 22.8** Employees on vacation, sick leave or leave of absence, shall have the responsibility of notifying the Personnel Office of their interest in promotional opportunity. Those employees so notifying the Personnel Office shall receive notice of vacancies by post card.

ARTICLE 23

WORKING HOURS

- 23.1** The normal work schedule shall be Monday through Friday. The normal work week or computation of overtime is Monday, 4:00 a.m. to Monday, 4:00 a.m.
- 23.2** 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 hour off for uninterrupted lunch, not included in the eight hour work period. Every shift shall have a definite starting and quitting time for each department. Employees shall be eligible for a fifteen minute rest period in the first and second half of their shift.
- 23.3** 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 Agreement.
- 23.4** For the purpose of determining shift premium the following will apply.
- 23.41** First shift is any shift that regularly starts on or after 4:00 a.m., but before 9:00 a.m.

23.42 Second shift is any shift that regularly starts on or after 9:00 a.m., but before 7:00 p.m.

23.43 Third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.

ARTICLE 24

JOB DESCRIPTIONS AND RULES

- 24.1** Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.
- 24.2** Present rules are also continued in effect.
- 24.3** An employee may on occasion such as vacation periods, do the tasks listed for other employees.

ARTICLE 25

VETERANS

- 25.1** Reinstatement of and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.
- 25.2** Employees who are reinstated in accordance with the "Universal Military Training Act" as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of seniority for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal laws then in effect.

ARTICLE 26

LEAVES OF ABSENCE

- 26.1** Leaves of absence for reasonable periods, not to exceed one year (except for item 26.42, where leave shall be granted not to exceed two

years) shall be granted without loss of seniority upon written request for:

26.2 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS CONTINUING --

26.21 Disability Leave: Upon exhaustion of paid sick days the employee will be notified to apply for a leave of absence if they are not able to return to work. All accumulated sick days shall be used prior to an employee being placed on a leave of absence for disability.

26.22 Disability Leave: 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.

26.23 Consent Leave: All leaves other than those provided for in the above sections may 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 a matter for the grievance procedure. Consent leaves are leaves for not less than five days, but not more than forty days. Consent leaves are limited to three leaves concurrently. Date of application shall prevail in cases of more than three employees requesting such leave.

26.3 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS NOT CONTINUING

26.31 Prolonged illness in immediate family: Spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making their home in the employee's "immediate family".

26.4 FIXED SENIORITY AND INSURANCE BENEFITS NOT CONTINUING --

26.41 Service in governmental agency, state or nationally recognized professional, labor, social or fraternal organization which the employee has been formally designated to represent.

26.42 Serving in an appointed or elected position with the Council or International Union.

26.5 CAREER CHANGE LEAVE OF ABSENCE --

A maintenance employee may request a Career Change leave of absence. The conditions governing this leave are as follows:

Minimum of ten (10) years seniority.

Request must be submitted in writing.

The employee shall have their seniority fixed and benefits suspended.

Career Change Leaves are not permitted for the purpose of changing bargaining units within the Utica District.

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.

Career Change Leaves shall be granted for a period of not less than six (6) months or more than one (1) year, or the end of the fiscal year whichever is first.

The granting or denial of the Career Change Leave shall not be a matter for the grievance procedure.

ARTICLE 27

VACATIONS

27.1 An employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as full time, permanent, twelve month classified employee.

27.2 An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the employee's anniversary date of hire and the end of the fiscal period June 30th.

27.21 5/6th of a day per month

The first five completed anniversary years of an employee for vacation purposes, shall be calculated at the rate of 5/6th of day per month worked, up to a maximum of ten days per fiscal year.

27.22 1-1/4th days per month

From the completed fifth anniversary year of work to the completed twelfth anniversary year, vacation shall be calculated at a rate of 1-1/4th days per month worked up to a maximum of fifteen days per fiscal year.

27.23 1-2/3rd days per month

From the completed twelfth anniversary year, vacation shall be calculated at a rate of 1-2/3rds days per month worked up to a maximum of twenty days per fiscal year.

27.24 2-1/12th days per month

From the completed twentieth anniversary year, vacations shall be calculated at a rate of 2-1/12th days per month worked up to a maximum of twenty-five days per fiscal year.

- 27.3 In calculating vacation earned, credit will be given if an employee works at least the majority of the scheduled working days in that month. In addition, vacation shall be calculated to the nearest whole day, with .5 or more being considered a whole day and anything less than .5 being dropped.
- 27.4 Vacations shall be taken in a period of consecutive days, however vacations may be split into one or more weeks if in the judgment of the administration such scheduling will not detrimentally affect maintenance assignments.
- 27.5 When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.
- 27.6 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 their vacation, their vacation shall be rescheduled. In the event such disability continues throughout the year, they shall be awarded payment in lieu of vacation.
- 27.7 Choice of vacation time shall be governed by classification seniority.
- 27.8 If an employee is laid off, retired, 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. Employees shall be paid their current wage while on vacation and will receive credit for any benefits provided for in this agreement during such time. Vacation earned in a school fiscal year must be used within 14 months following the fiscal year in which the vacation was earned. Time extensions may be granted for special circumstances by departmental supervisors.

ARTICLE 28

HOLIDAYS

- 28.1** 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 complete scheduled work day immediately prior to and the complete scheduled work day immediately after the holiday, shall receive a holiday with pay at the employee's current 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, and one full day preceding New Year's Day.
- 28.2** Should a holiday fall on Saturday, Friday shall be considered as a holiday and Thursday will be the day before the holiday; should a holiday fall on Sunday, Monday shall be considered as a holiday and Friday will be the day before the holiday.

ARTICLE 29

FUNERAL LEAVE

- 29.1** The Chapter Chairperson, or their designated representative, shall be allowed up to three days, depending on travel time, in the event of the death of a member of the Chapter for the exclusive purpose of attending the funeral.

ARTICLE 30

JURY DUTY

- 30.1** An employee who serves on jury duty will be paid the difference between their pay for jury duty and their regular pay.

- 30.2 When an employee is identified for jury duty but is not scheduled for attendance at court they shall report for duty and make themselves available for assignment.

ARTICLE 31

WORKER'S COMPENSATION

- 31.1 In the event an employee loses time as a result of an on the job injury, they will be compensated as provided by the Michigan Worker's Compensation Act.
- 31.2 An employee on disability leave of absence due to an on the job injury may draw from their accumulative sick leave an amount equaling the difference between the amount received under Worker's Compensation and that which they earned at the time of their injury on a straight time basis. Sick time will be taken from the accumulated sick leave until such time that the employee notifies the Human Resources Department in writing that the employee does not wish to use his/her sick time.
- 31.3 The portion of sick leave to be deducted will be rounded off to the nearest 1/2 day based on the daily amount paid to the employee.
- 31.4 An employee unable to work due to an on the job injury must obtain an appropriate leave of absence in accordance with Article 26, paragraph 26.1.

ARTICLE 32

COMPULSORY RETIREMENT AT AGE 70

- 32.1 The age of seventy shall be established as the mandatory age for retirement. Employees whose birth date falls between January 1st and June 30th will be allowed to work through June 30th following their seventieth birthday. Employees whose birth date falls between July 1 and December 31st will be allowed to work through December 31st following their seventieth birthday.

- 32.2 This will not preclude the hiring of those employees for temporary work following their seventieth birthday, if the Board requests it and the employee is willing to do so.
- 32.3 Whenever possible, the Board and the Union will notify one another of an impending retirement of any Union member.

ARTICLE 33

UNION CONVENTION ATTENDANCE

- 33.1 The Board will provide full pay for five days for one individual upon prior notice, to attend the International convention and the A.F.L. - C.I.O. State Convention in their respective convention year.
- 33.2 Paragraph 33.1 is applicable only when the employee attending the convention for the Union would normally be scheduled for work.
- 33.3 Leave without pay, for a maximum of one individual, at any one time, will be granted for a maximum of five days upon prior notice for the purpose of Union conventions or conferences.

ARTICLE 34

BULLETIN BOARDS, BUILDING USE AND MAIL

- 34.1 The employer agrees to provide a designated section of a bulletin board in the Maintenance Department which may be used by the Union for posting notices of the following type :
- 34.11 Notice of Union recreation and social events.
 - 34.12 Notice of Union elections.
 - 34.13 Notice of Union results of elections.
 - 34.14 Notice of Union meetings.
- 34.2 The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on union business as well, provided that such use is

requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.

- 34.3 It is mutually understood and agreed that no Union activities will be carried on during working hours or on the school premises.
- 34.4 The Union shall have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to school administration.

ARTICLE 35

DEPARTMENT RESPONSIBILITY

- 35.1 The Maintenance Leader is charged with the operational responsibility of their assigned department, 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.

ARTICLE 36

OVERTIME

36.1 General

- 36.11 Hours worked in excess of eight hours per day or forty hours worked per week shall be compensated at time and one-half. All hours worked on Sunday will be paid at double time. Double time will be paid for all hours worked on holidays plus holiday pay.
- 36.12 All compensable leave days will be counted as days worked for the computation of overtime. Probationary employees are not to be assigned overtime unless the regular employees of the building or department are all working or not available.

36.2 Overtime in the Department:

36.21 Overtime hours shall be divided as equally as possible among employees in their job classification.

36.22 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.

36.23 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.

36.24 If an employee is absent or refuses overtime, they shall be charged the number of overtime hours they would have worked.

ARTICLE 37

SICK LEAVE

37.1 Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in their regular yearly position. Unused sick leave shall accumulate without limitation and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working.

37.2 An employee's absence shall be chargeable to this accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement.

37.3 Two of the accumulated sick leave days may be used annually for business leave to conduct business that cannot be conducted at anytime other than during working hours. Application for use of business leave day must be submitted to the Personnel Office not less than three working days prior to the date requested. This request must

state the reason and receive the approval of the employee's supervisor and final approval of the Assistant Superintendent for Personnel and Employee Relations. Business leave days may not be taken immediately prior to, or subsequent to, paid holidays or vacation periods except in emergencies.

37.4 One of the accumulated sick leave days may be used annually as a leave day without specificity to all employees. Application must be made at least three working days prior to the date of the leave. Not more than one person from each skill, nor more than ten percent of the maintenance group classification, will be excused under the provision on any day. Personal leave days may not be taken immediately prior to, or subsequent to, paid holidays or vacation periods except in emergencies.

37.41 Priority will be determined by date of receipt of request to the Personnel Office.

37.42 Forms for both leaves will be available at the Maintenance Department. They must be submitted through the immediate supervisor to the Personnel Office.

37.5 An employee shall be allowed three (3) consecutive days, and may be allowed two (2) additional days depending on travel time required, as bereavement days. Bereavement leave days must include the day of the funeral. Bereavement days are not deducted from an employee's sick leave accumulation and are for use in case of a death in the employee's immediate family. Immediate family shall be defined as: Mother, Father, Sister, Brother, Wife and Husband, Son or Daughter, Mother-in-law, Father-in-law, brother-in-law, sister-in-law, Grandparents, Grandparent-in-Law, Grandchildren or a member of the employee's household.

37.51 Family Illness:

- 37.511** An employee may use up to a total of three (3) days annually of their accumulative sick days for bonafide pressing need due to illness of their spouse, children or parent.
- 37.512** For the purpose of interpreting Section 37.5, in-law shall be defined as those relatives of the current marriage contract.
- 37.6** An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- 37.7** When an employee is not working because of illness and utilizes their sick days, they are on sick leave.
- 37.8** The employer may request an employee to secure a doctor's clearance upon returning from use of sick leave, at the Board's expense.
- 37.9** One-Half of the employee's current wage shall be paid by Christmas of each year for days accumulated beyond one hundred days and not used.
- 37.91** Effective July 1, 1997, upon retirement by a bargaining unit member from the Utica Community Schools or the Michigan Public Schools Employees Retirement System, the employee will be compensated for those accumulated sick leave days in excess of sixty (60) at the rate of \$20.00 per sick leave day.

ARTICLE 38

UNIFORMS

- 38.1** Uniforms shall be provided by the Board to Maintenance Personnel.

38.2 There shall be eleven (11) shirts, and eleven (11) pants issued to Maintenance employees with five (5) shirt changes per week; five (5) coveralls may be obtained in addition to regular uniforms for Maintenance 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 Physical Facilities who shall make a final determination.

38.21 At the next bidding of uniforms by the School district for Maintenance employees, the bidding specifications shall provide for eleven sets (shirts and pants) with five changes per week in addition to the coveralls specified.

38.3 Uniforms will be required of employees while on duty.

38.4 All Maintenance employees must wear an acceptable safety shoe while on duty. Standards will be developed by the administrator in consultation with Maintenance unit officers. With prior approval a Maintenance employee will receive reimbursement of up to \$70.00 per fiscal year toward the purchase of approved industrial oxfords and \$75.00 toward the purchase of industrial high cuts. The Reimbursement will be made after presenting proof of purchase. An employee may be 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.

ARTICLE 39

INSURANCE PROVISIONS

39.1 DISABILITY INSURANCE -- Long term disability insurance shall be provided each employee working an average of fifteen hours per week, after 180 days of disability and will continue for a period of five years, or retirement under the Michigan Public School Employees Retirement Act, or until age seventy or death, whichever comes first. This coverage will be for sixty-six and two-thirds percent

full integrated basis of monthly salary with a ceiling of \$1,500 per month. Employees wage shall be fixed as of the date of disability.

39.12 SHORT TERM DISABILITY - See Appendix A

39.2 BLUE CROSS-BLUE SHIELD AND LIFE INSURANCE --

39.21 PLAN A - Available to Maintenance employees. Community Blue Group Benefits Certificate – Plan 1, ASFP, BMT, ESRD, FC, GCO, GLE-1, HMN, ICMP, PTFS, PTS, RAPS, SD, SUBR02, XVA, Preferred RX Prescription Drug Program, PD-CR- \$5.00, MOPD-1. These employees will also receive \$20,000 group term life insurance coverage including accidental death and dismemberment.

39.22 PLAN B - Employees who do not wish Blue Cross-Blue Shield protection: \$25,000 group term life insurance coverage, including death and dismemberment.

Any employee who presents evidence of health insurance from an other source (i.e. other than the Utica Community Schools) shall be entitled to an annual amount of \$1,000.00 to be paid in two (2) installments of \$500.00 each: the first pay in December and the final pay in June.

If an employee elects Plan B and loses their health insurance during the school year, the employee may enroll in the health insurance, based on their date of hire, (Plan A) by presenting a letter from their spouse' s employer indicating that they have lost their health insurance.

39.23 Full payment will be made for person working at least five hours per day, who are fully employed by the School District.

39.24 If an employee's hours are reduced by the School District, the same hospitalization coverage will be maintained for the remainder of the fiscal period for the employee. If an employee requests a reduction in hours, their hospitalization coverage will be handled accordingly.

39.25 Once an employee has separated service, the School District will automatically cease paying for hospitalization coverage in the month following, except in the case of leave of absence for illness where coverage is outlined below:

39.3 Dental Coverage -

Dental plan equal in nature to the Sun Life Plan "A" 75/25% Class I and Class II 50/50% benefits, with benefits fully coordinated. The carrier for the coverage shall be determined by the Board of Education.

"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.

39.4 Vision Care Program -

A co-pay vision care program equal in nature to MEA Vision Plan I VSP-2. The carrier for coverage shall be determined by the Board of Education.

39.5 Hospitalization and term life insurance coverage for leaves of absence:

39.51 Hospitalization, dental and vision coverage to the extent of the leave - term life and long term disability insurance coverage to the extent as required by federal regulation.

ARTICLE 40

WAGE RATES

40.1 Fiscal years 1997-2000: July 1, 1997 to June 30, 2000. The anniversary date of hire shall be used for calculating increment increases.

40.10 Maintenance employees who hold the following licenses and present evidence of such license to his administrator, shall receive \$10.00 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, Refrigeration Operation, Electrical and Plumbing, Builder's and a Restricted Radiotelephone Operator permit. No employee shall be paid for more than one license in any month.

40.2 Base wage per hour after the \$.06 was subtracted to fund the Short Term Disability Program:

	07/01/97 thru <u>06/30/98</u>	07/01/98 thru <u>06/30/99</u>	07/01/99 thru <u>06/30/00</u>
Leader -	\$16.71	\$17.29	\$17.94
Painter			
Plumber			
Carpenter			
Audio Visual			
Heating & Ventilating			
Electrician			
Skilled Trade -	\$15.53	\$15.89	\$16.26
Painter			
Plumber			
Carpenter			
Audio Visual Repairman			
Heating & Ventilating Man			

Electrician			
Roofer			
Skilled Trade End of Probation	\$15.88	\$16.25	\$16.62
Painter			
Plumber			
Carpenter			
Audio Visual Repairman			
Heating & Ventilating Man			
Electrician			
Roofer			
Skilled Trade 2nd year/over	\$16.19	\$16.56	\$16.94
Painter			
Plumber			
Carpenter			
Audio Visual Repairman			
Heating & Ventilating Man			
Electrician			
Roofer			
Maintenance Helper	\$12.81	\$13.10	\$13.40

40.3 Shift Premium:

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

Second shift - \$.30 per hour

Third shift - \$.40 per hour

40.4 Longevity:

40.41 After four years - \$.05

40.42 After eight years - \$.10

40.43 After twelve years - \$.10

40.44 After fifteen years - \$.15

40.45 After twenty years - \$.20

40.5 Minimum Pay:

40.51 Two hours shall be allowed to Maintenance employees who are called into work and are either sent home or reassigned. If employees are required to use their own automobiles in the fulfillment of their duties, they will be compensated at the mileage rate as established by the Board of Education.

40.6 Call in Pay:

40.61 A minimum of two hours shall be allowed to Maintenance employees who are called in at a time outside their scheduled work hours.

40.7 Qualified Trade Differential:

40.71 Effective July 1, 1994, all Maintenance employees will receive an additional \$.50 per hour for successful completion, 70% score or greater, on a written test appropriate to their classification, provided by The National Occupational Competency Testing Institute, Ferris State College.

40.72 The National Occupational Competency Testing will be scheduled approximately once every six months.

40.73 Study materials will be provided for the semi-annual tests. The first test must be administered before December 31, 1994. The initial test under this Agreement will not be administered until two calendar months after the study material is developed. Those who qualify will receive retroactive compensation to July 1, 1994, as part of the 36 month qualification period.

40.74 The differential shall be paid on all hours worked effective the beginning of the time block in which the employee successfully passes the appropriate test.

40.75 Once the employee qualifies for the Trade Differential they shall continue to receive the differential for a period of not less than thirty-six (36) months. Continuance beyond the three (3) year period shall require requalification by the employee on the appropriate test.

40.76 The expense of providing the test on a qualification basis shall be borne by the Board of Education. The expense of taking the test to qualify after an unsuccessful attempt shall be by the individual employee.

40.77 Maintenance Helpers are excluded from this program:

40.8 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.

40.9 Journeymen's Card Incentive Program:

40.91 Maintenance employees who present to their administrators a current journeymen's card in their assigned classification will be paid thirty dollars (\$30.00) per month, for each month they are paid the majority of the scheduled work days. A maintenance employee who receives the thirty dollars (\$30.00) journeyman factor for each month in the fiscal year (July 1 to June 30) shall receive a journeyman incentive of an additional sixty dollars (\$60.00). The maximum amount of a Maintenance employee qualified under this provision is \$420.00 per fiscal year.

40.92 A maintenance employee will qualify for this payment when the appropriate document is presented to the administrator prior to end of the fiscal year (6-30). This payment will be paid in a lump sum payment by separate check, in the first pay period after the end of the fiscal year. This payment is not to be considered as added to the base pay specified in 40.2.

ARTICLE 41

CONTINUING EDUCATION

- 41.1 Employees who have received prior approval and attended and completed maintenance courses approved by the Board and recommended to improve the employee's on the job ability and qualifications shall receive tuition reimbursement based upon the grade received. The administration shall budget the amount not to exceed \$5,000 per fiscal year for each year of this contract.

100%	A
90%	B
80%	C
0%	Reimbursement for anything less a C

Credit/No Credit - 75% for Credit

- 41.2 In service programs may be instituted for all classifications. In service may be scheduled after the work day and participants would not qualify for compensation.
- 41.3 Personnel achieving or presenting evidence of an associate degree in their assigned classification shall receive a one-time payment of \$250. The qualifying degree must be from an accredited "N.C.A." Institution. This section shall expire at the end of the contract and is not subject to the grievance procedure.

ARTICLE 42

MISCELLANEOUS

- 42.1 An emergency is an accident that occurs that is beyond the control of the school district and is for a short period of time, but in no case shall 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.

- 42.2 Safety problems and recommendations shall be proper subject for special conferences as elsewhere provided.
- 42.3 The work currently being performed by the bargaining unit employees will continue to be performed by these employees.
- 42.4 In the event that a member of the bargaining unit is granted a leave of absence or is disabled and seeking Workers' Compensation Benefits, the employer may request the use of a "temporary employee" to perform the duties of the employee on leave for the length of time the employee is absent from work.

The employer shall submit to the union the name, classification and projected length of absence of the employee on leave. However, the union at its sole discretion shall grant or refuse such "temporary employees" in the bargaining unit.

In the event of a layoff or reduction in force, "temporary employees" shall be removed before any bargaining unit member is laid off.

- 42.5 Hepatitis A vaccinations will be offered to all current plumber classification employees and to new hires in the plumber classification after completion of the probationary period.

ARTICLE 43

RULES AND REGULATIONS

- 43.1 From time to time, the Employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools.
- 43.2 When new rules are established or existing rules are revised they shall be posted prominently on all bulletin boards for a period of one week before becoming effective. The Union shall be given prior written notice of changes in all additions to such rules and regulations.

- 43.3 The Employer shall prepare and post on the bulletin board at least once a year, a listing of its rules and regulations.

ARTICLE 44

STRIKE AND LOCK OUT

- 44.1 No strike of any kind shall be caused or sanctioned by the Union during the terms of this Agreement.
- 44.2 No lock out of employees shall be instituted by the employer during the terms of this Agreement.

ARTICLE 45

RATIFICATION

- 45.1 The Union agrees to submit this Agreement to the Employees of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the Negotiating Team will recommend to the employees that it be ratified.
- 45.2 The Administration agrees to submit this Agreement to the Board for ratification by them. It is further agreed that the Negotiating Team of the Board will recommend to the Board that it be ratified.

ARTICLE 46

AMENDMENTS AND TERMINATION

- 46.1 This Agreement shall commence July 1, 1997 and shall continue in force and effect until June 30, 2000, when it shall terminate . If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than one hundred twenty (120) days prior to June 30, 2000.

46.2 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 renegotiation has been completed, such provision, or provisions, in conflict shall be void.

APPENDIX A

1. The establishment of a Short Term Disability Program "an in house program is a mutual effort by the Maintenance Employees Chapter of 1664 and the Board of Education. The Board of Education will cooperate in the operation of this program.
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.
3. The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$90.00 per day of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.
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.
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 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 months, a recurrent disability will be part of the same disability.

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.
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.
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.
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.
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 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 Personnel Department. A duplicate will be kept on file by the union's committee of the Short Term Disability Program.
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.

12. An employee shall not receive compensation from the Short Term Disability Program due to absence resulting from an on-the-job-injury.
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.
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 Personnel Department each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.
15. The Short Term Disability Program will be funded with four equal payments of \$4,745 on July 1, 1997, July 1, 1998, July 1, 1999 and July 1, 2000, (\$.06 from the 1997-98 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 \$4,745 made at the beginning of the next fiscal year.
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.
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 Chapter Chair, to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office of the Personnel 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.

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.
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.
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.
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.
22. Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.
23. The Union (including AFSCME Council 25 and Local 1664), in 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.
24. The Union (including AFSCME Council 25 and Local 1664) 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.

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.
26. Employees who are denied payment agree to hold harmless the Union and the Board of Education.

APPENDIX B

CDL LICENSING

1. The purpose of this appendix is to insure that the Maintenance Department has sufficient personnel in each trade classification licensed to operate school district equipment that does, or may, require Commercial Driver Licensing.
2. The school district will solicit a volunteer from each trade classification for the purpose of securing a CDL license.
3. If the district has more than one employee volunteer in a trade classification, the administration shall select the most senior for the licensing program.
4. If no volunteers come forward in a trade, then it shall be the responsibility of the trade leader to acquire the CDL license.
5. The Board of Education shall pay for the training and cost of the test for the employee to receive a CDL license pursuant to this appendix.
6. 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.
7. Employees in the Maintenance 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.

UTICA COMMUNITY SCHOOLS
MAINTENANCE CHAPTER

By: Michael Kelley
LOCAL #1664
Mike Kelly
Council #25

Nancy L Strong
Nancy Strong
President, Local #1664

Robert G. Swidalla
Robert Gwisdalla
Chapter Chairperson

Ken Tocco
Ken Tocco
Chief Steward

Tim Myers
Tim Myers
Bargaining Committee

Richard J. Macha
Richard J. Macha
Bargaining Committee

Frank Vandevoorde
Frank Vandevoorde
Bargaining Committee

Jon Terrien
Jon Terrien
Bargaining Committee

Kenneth Tocco
Kenneth Tocco
Bargaining Committee

G. Joe Robinson
G. Joe Robinson
Bargaining Committee

Gary Vanderbrook
Gary Vanderbrook
Bargaining Committee

UTICA COMMUNITY SCHOOLS
MACOMB COUNTY
STERLING HEIGHTS, MI

By: Carol Klenow
Carol Klenow
President

Kevin Lohmeier
Kevin Lohmeier
Vice President

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Greg Wojtovich
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Steve Truman
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Cheryl Stratton
Trustee

Carl Territo
Carl Territo
Trustee

Painter Leader

Job Description

A. Duties:

Under general supervision, is responsible for direct supervision of all employees working in the job classification of painter group, and performs such duties as:

1. Assign work to employees under their direction.
2. 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, caulking, patching cracks, and wall washing.
9. Supervise erection of ladders, scaffolding and/or swinging stages, and other equipment from which the painter crew must work.
10. Perform other duties that pertain to the job classification.

QUALIFICATIONS :

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by medical doctor and (2) reference checks.
3. Experience sufficient to qualify as a journeyman painter, with minimum of five years of actual work at the trade and experience in maintenance painting.
4. Skill in the use of tools and equipment of the trade.
5. Posses mechanical ability.
6. Must have established a reputation for being honest and trustworthy, and possess a high moral character.
7. Possess a valid Class II driver's license.
8. Must be able to make estimates on work to be contracted.
9. Must be able to write specifications for contract work.
10. Must have leadership abilities or qualities.

PAINTER

JOB DESCRIPTION

A. DUTIES

Under direction of supervision, is responsible for carrying out job assignments in the trade of painter, and perform such duties as:

1. Carry out work assignments.
2. Prepare woodwork or walls prior to painting or varnishing.
3. Apply paint using rollers, brush, or spray gun, as the job requires.
4. Clean tools and equipment, and prepares surfaces for painting.
5. Work from ladders, scaffolding and/or swing stages.
6. Follow recommended and established safety procedures in job performance.
7. Pick up debris and perform other duties that pertains to job classification.

QUALIFICATIONS :

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by a medical doctor, (2) reference checks.
3. Must have at least four years experience working in the painting trade, or have successfully completed the apprentice program with the school district.

4. Possess mechanical ability, as it would apply to repairing and maintaining their painting equipment.
5. Be able to apply paint as the job requires.
6. Must have established a reputation for being honest and trustworthy, and possess a high moral character.
7. Possess a valid Class II driver's license.

PLUMBER LEADER

JOB DESCRIPTION

A. DUTIES:

Under general supervision, is responsible for direct supervision of all employees working in the job classification of plumber group, and perform such duties as:

1. Assign work to employees under their direction.
2. 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 plumbing operations, and directs other personnel in this job classification in their work performance.
9. Supervise the work of installation and/or service to all plumbing and/or fixtures, and minor welding and brazing.
10. Perform other duties that pertain to the job classification.

QUALIFICATIONS :

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by medical doctor and (2) reference checks.
3. Experience sufficient to qualify as a journeyman plumber, with minimum of five years of actual work at the trade, including vocational training.
4. Possess mechanical ability.
5. Skill in the use of tools and equipment of the trade.
6. Must have established a reputation for being honest and trustworthy and possess a high moral character.
7. Possess a valid Class II driver's license.
8. Must understand and abide by the local plumbing codes and ordinances.
9. Be able to braze and weld.
10. Be able to read and perform such lay-outs as specified by blue prints.
11. Be able to cut, fit, and assemble pipes for the transmission of water, gas, steam, sewage, storm water, etc.
12. Be able to disassemble, repair, and reassemble such plumbing fixtures as used in the Utica Community Schools.
13. Be able to use hand and power operated tools.
14. Must have leadership abilities or qualities.

PLUMBER

JOB DESCRIPTION

II. A. DUTIES:

Under directive supervision, a plumber is responsible for performing all work required in the plumbing trade, and perform such duties as:

1. Carry out work assignments.
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. Pick up debris and perform other duties that pertains to job classification, including heating and ventilating repairs.

QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by a medical doctor, (2) reference checks.
3. Must have at least four years experience working in the plumbing trade, or have successfully completed the apprentice program with the school district.

4. Skill in the use of tools and equipment.
5. Possess mechanical ability.
6. Be able to read and interpret blueprints and schematic drawings.
7. Must have established a reputation for being honest and trustworthy, and possess a high moral character.
8. Possess a valid Class II driver's license.

CARPENTER LEADER

A. DUTIES:

Under the general supervision, is responsible for direct supervision of all employees working in the job classification of carpenter group, and perform such duties as:

1. Assign work to employees under their direction.
2. 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 requisitions material to complete jobs.
7. Establish work standards.
8. Supervise work of the carpentry operation, and directs other personnel in this job classification in their work performance.
9. Perform other duties that pertain to carpentry or related duties.

QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by a medical doctor, and (2) reference check.

3. Experience sufficient to qualify as a journeyman carpenter with a minimum of five years of actual work at the trade and some experience in maintenance carpentry.
4. Posses mechanical ability.
5. Skill in the use of tools and equipment of the trade.
6. Must have established a reputation for being honest and trustworthy and possess a high moral character.
7. Possess a valid Class II driver's license.
8. Must be able to read and understand blueprints and other layouts.
9. Must be able to build all types of concrete forms, rafter layouts, partitions, frame and hang doors, window sash, stair cases, lean-to's shingle roofs, and other related jobs of a qualified journeyman carpenter.
10. Must be able to glaze glass, cut glass, do finish carpentry such as shelving, bins, cabinets, screens, lay finish hardwood flooring, resilient tile floors.
11. It is desired that the carpenter leader have experience repairing and remodeling buildings and furniture.
12. Must have leadership abilities or qualities.

CARPENTER

JOB DESCRIPTION

A. DUTIES:

1. Perform general repairs to buildings and equipment which involves general carpentry ability.
2. Install and repair door hardware.
3. Install window glass and glazing.
4. Construct miscellaneous shelving.
5. Construct cupboards, hand and repair wood doors, toilet partitions and mirrors.
6. Repair wood flooring, stage fronts, stairs, chairs and storage doors.
7. Build storage cabinets, sink cabinets, etc.
8. Repair wood playground equipment, swing seats, sand boxes, teeter-totter boards.
9. Forming for concrete walks, curbs, etc.
10. Repair desks, tops, seats, general repairs.
11. Pick up debris, and other such work as may be assigned that pertains to carpentry or related duties.

QUALIFICATIONS :

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

2. Satisfactorily pass: (1) physical examination by a medical doctor and (2) reference checks.
3. Must have at least four 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.
4. Be capable of making repairs and installing door hardware, cutting and glazing glass in sash and doors.
5. Make material takeoffs from blueprints and sketches and be capable of ordering same in an efficient and economical manner.
6. Possess a valid Class II driver' license.

HEATING AND VENTILATING LEADER

JOB DESCRIPTION

A. DUTIES:

Under general supervision, is responsible for direct supervision of all employees working in the job classification of the heating and ventilating group as:

1. Assign work to employees under their direction.
2. Make routine inspections of work projects.
3. Schedule daily, weekly, monthly, yearly and emergency work projects.
4. Supervise and participate in maintenance and repair of heating and ventilating equipment.
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 and inspect work of the heating and ventilating operation and, in addition, directs other personnel in this job classification in their work performance.
9. Supervise the installation, operation, repair and maintenance relating to the heating and ventilating operation.
10. Perform other duties as are related to total "A" above.

QUALIFICATIONS :

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by a medical doctor, and (2) reference checks.
3. Experience sufficient to qualify as a heating and ventilating mechanic with a minimum of five years of actual work at the trade and some experience in maintenance carpentry.
4. Possess mechanical ability.
5. Skill in the use of tools and equipment of the trade.
6. Must have established a reputation for being honest and trustworthy and possess a high moral character.
7. Possess a valid Class II driver's license.
8. Must be able to read and understand blueprints and other layouts.
9. Must have leadership abilities or qualities.

HEATING AND VENTILATING

JOB DESCRIPTION

A. DUTIES:

1. Adjust, repair, test thermostats (both electrical and pneumatic)
2. Repair, lubricate, test electrical and pneumatic damper control motors, valves, and other related equipment of this nature.
3. Adjust oil fire burners, combustion controls, oil valves, pre-heaters, etc.
4. Repair or replace fire brick and other related repairs required on internal parts of boilers.
5. Test chemical contents of boiler water and advises custodial personnel to add compound or blow off boiler.
6. Repair kilns, replace elements, firebricks, etc.
7. Pick up debris, and perform such other duties that are related to heating and ventilating.
8. Assist in plumbing, and other general repairs.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Experience in heating and ventilation field.
3. Possess mechanical abilities.
4. Be able to read and interpret blueprints and schematic drawing.

5. Have established a reputation for being honest and trustworthy and possess a high moral character.
6. Possess a valid Class II driver's license.

A.V. REPAIR LEADER

JOB DESCRIPTION

The leader shall, under the direction of the Supervisor, be responsible for operation of the A.V. Repair Department. They will supervise all aspects of the departments operation. They will also be responsible for the supervision of the Equipment Repairperson as long as they are assigned to the department.

A. DUTIES:

1. Assign work to employees under their direction.
2. 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 work.
7. Establish work standards.
8. Assist in making recommendations on the replacement of equipment.
9. Perform other duties as assigned.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Possess the qualifications as required for R.V. Repairman.
3. Have experience of four (4) consecutive years in the field of electronics.
4. Have experience and knowledge of the maintenance repair of movie, slide, over-head projectors, tape recorders, phonographs and other audio-visual equipment.
5. Possess a valid Class II driver's license.
6. Must have established a reputation for being honest and trustworthy and possess a high moral character.
7. Must have leadership abilities and/or qualities.

A.V. REPAIRMAN

JOB DESCRIPTION

A. DUTIES:

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

1. Assist in making recommendations on the replacement of equipment.
2. Clean and lubricate all equipment as required, in accordance with good maintenance policy.
3. 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, stage glass, etc.
4. Pick up debris and perform other duties as assigned.

B. QUALIFICATIONS:

1. Possess a Valid Class II driver'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, such as voltmeters, ohmmeters, ammeters, circuit analyzers, tube testers, transistor testers, and signal generators.
 - b. Be able to read present impedance bridges, oscilloscopes, and signal generators.
 - c. 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 AV 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.

ELECTRICAL LEADER

JOB DESCRIPTION

A. DUTIES:

Under general supervision, is responsible for direct supervision of all employees working in the job classification of Electrical Group. They will also be responsible for the supervision of the Equipment Repairperson as long as that person is assigned to that department. The leader will perform such duties as:

1. Assign work to employees under their direction.
2. 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 job.
7. Supervise work of the Electrical operation, and directs other personnel in this job classification in their work performance.
8. Supervise the work of installation, operation, repair and maintenance relating to electrical operation.
9. Perform other duties as assigned.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Experience sufficient to qualify as a journeyman electrician, with a minimum of four 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 have established a reputation for being honest and trustworthy and possess a high moral character.
6. Must possess a valid Class II driver's license.
7. Must be able to read and understand blueprints and schematic drawings.
8. Must have leadership abilities or qualities.

ELECTRICIAN

JOB DESCRIPTION

A. DUTIES

Under the direction of the Supervisor, the electrician is responsible for carrying out job assignments on all work in the electrical trades, and will perform such other duties as:

1. Help maintain the perpetual inventory of records of repairs, parts used and general condition of equipment.
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 once a year.
5. Train personnel in the best use of the equipment they maintain, to facilitate the greatest utilization of that equipment.
6. Perform such other work as may be assigned that pertains to electricity, and may include repair of small tools and appliances.
7. Work from ladders and/or scaffolding, as required.
8. Follow recommended and established safety procedures in job performance.
9. Repair, install and/or service all types of lighting and power circuits, including running conduit, pulling wire, mounting boxes and installing devices.

10. Pick up debris and perform other duties as assigned.

B. QUALIFICATIONS:

1. The candidate should be able to read written directions and literature in his field and be able to express himself clearly, both orally and in writing.
2. Must have at least four years experience working in the Electrical trades or have successfully completed the apprentice program with the School District within a ten (10) year time span immediately preceding the date of hire or assignment.
3. Skill in the use of tools and equipment.
4. Be able to read and interpret blueprints and schematic drawings.
5. Possess mechanical ability.
6. Possess a valid Class II driver's license.
7. Must have established a reputation for being honest and trustworthy, and possess a high moral character.

ROOFER

JOB DESCRIPTION

A. DUTIES:

Under the direction of supervision is responsible for carrying out job assignments in the trade of roofer and performing such duties as assigned:

1. Perform general repairs pertaining to all types of roofs.
2. Construct, repair and install metal flashings, gutters and downspouts.
3. Caulking of all brick, windows, flashing metal joints, etc.
4. Tuck pointing, block, brick and chimneys.
5. Shall be able to work with tar-pot, tennant (roof scrapper and roof sweeping) machine and all tools applicable to the trade.
6. Make routine inspections of all roofs.
7. Follow regular weekly, monthly, yearly schedules.
8. Maintain equipment assignment.
9. Follow recommended safety procedures.
10. Work with supervision in estimating and requisitioning material for proper completion of projects.
11. Work with laborers placed with them.
12. Work from scaffolds and ladders.

13. Maintain the work standards, pick up 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 field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by a medical doctor (2) reference check.
3. Experience sufficient to qualify as a journeyman roofer.
4. Possess mechanical ability.
5. Skill in the use of tools and equipment.
6. Must have established a reputation for being honest and trustworthy and possess a high moral character.
7. Must possess a valid Class II driver's license and demonstrate the ability to operate said vehicle safely.

MAINTENANCE HELPER

JOB DESCRIPTION

A. DUTIES:

Under supervision, the Maintenance Helper will be responsible to assist employees of higher 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 literature in his field and be able to express himself clearly, both orally and in writing.
2. Satisfactorily pass: (1) physical examination by a medical doctor and (2) reference check.
3. No prior experience required.
4. Must have established a reputation for being honest and trustworthy, and possess a high moral character.

C. ASSIGNMENT:

The Maintenance Helper will be assigned to the Maintenance Department of the Utica Community Schools. In addition, Maintenance 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.

NONDISCRIMINATION

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

If any person believes that the Utica Community Schools or any part of the school organization has inadequately applied the principals and/or regulations of Title IX or Section 504 or is in some way discriminatory on the basis of sex, handicap, he/she may bring forward a complaint, to the Local Title IX and Section 504 Coordinator at the following address:

David Berube
Assistant Superintendent for Human Resources
UTICA COMMUNITY SCHOOLS
11303 Greendale
Sterling Heights, MI 48312

Telephone: (810) 795-2300, ext. 311

Letter of Understanding

It is agreed that a committee of three (3) representatives of the Maintenance local and three (3) representatives of the administration shall meet beginning in January 1998 to investigate the possibility of a four day work week. Should this committee come to consensus on such a plan, it shall be forwarded to the Board of Education for review and for their subsequent action.

AFSCME LOCAL 1346
UNIT CHAIR

UTICA COMMUNITY SCHOOLS





