

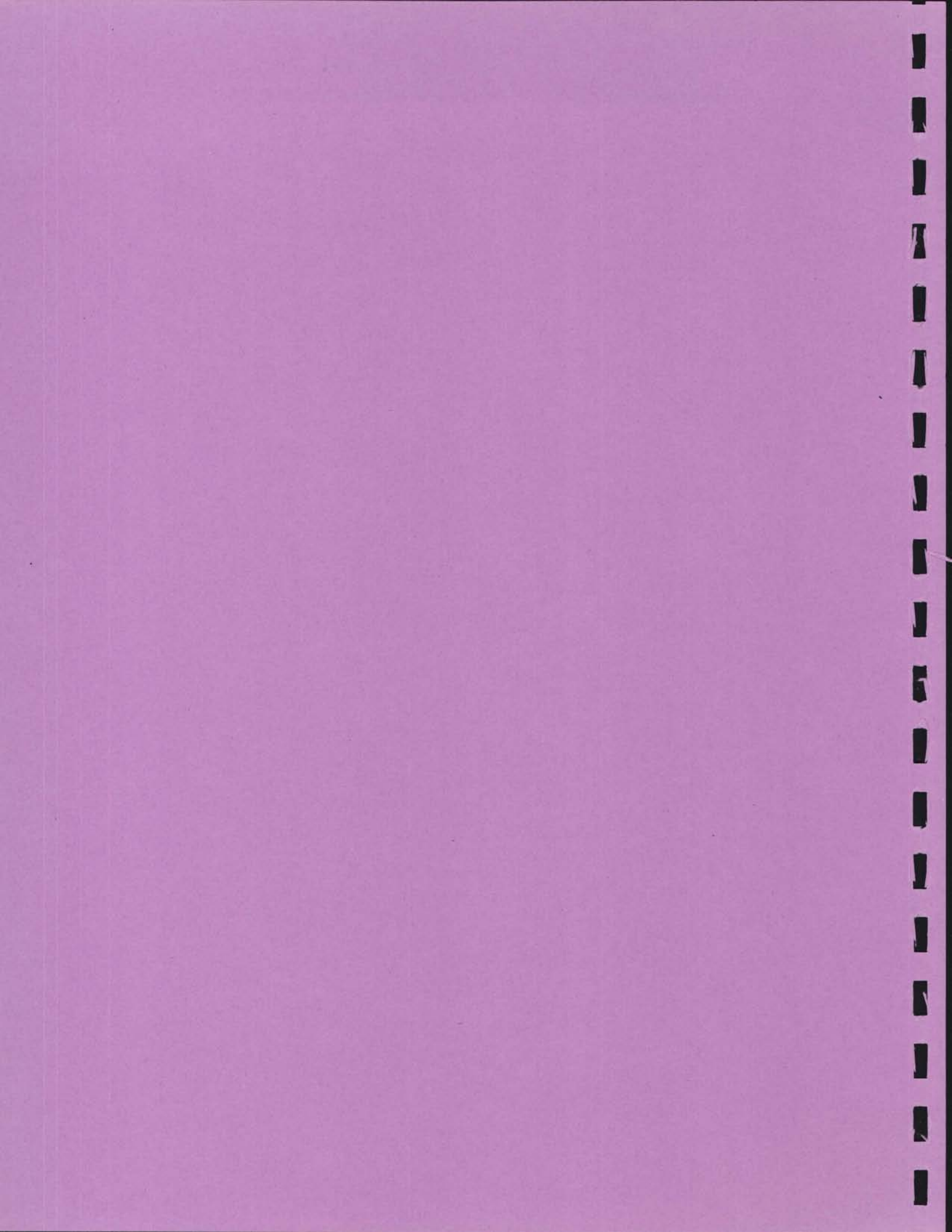
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6/30/2000

**AGREEMENT**  
**BETWEEN THE**  
**UTICA COMMUNITY SCHOOLS**  
**and the**  
**UTICA COMMUNITY SCHOOLS**  
**SUPPORT PERSONNEL ASSOCIATION**

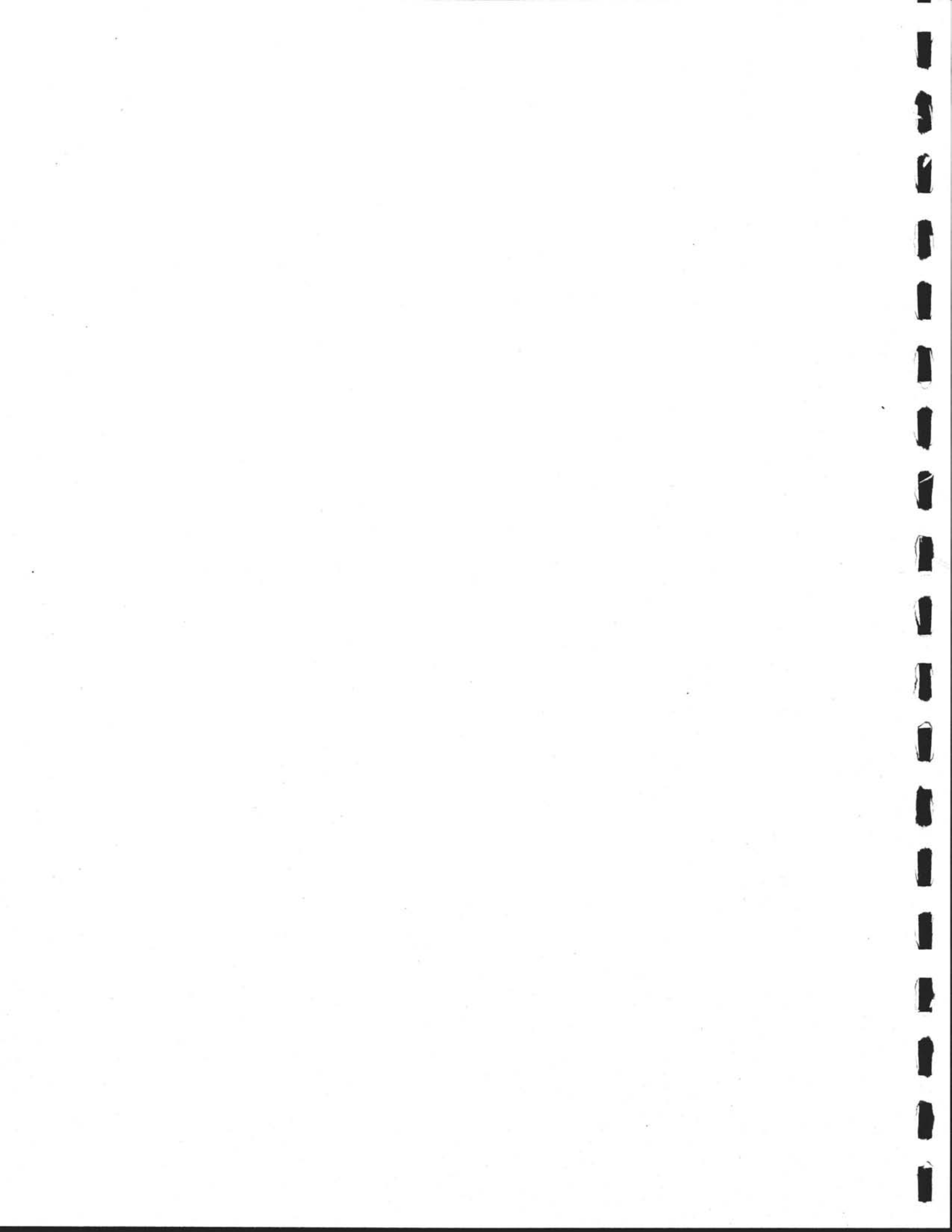
**July 1, 1997 to June 30, 2000**

*Utica Community Schools*



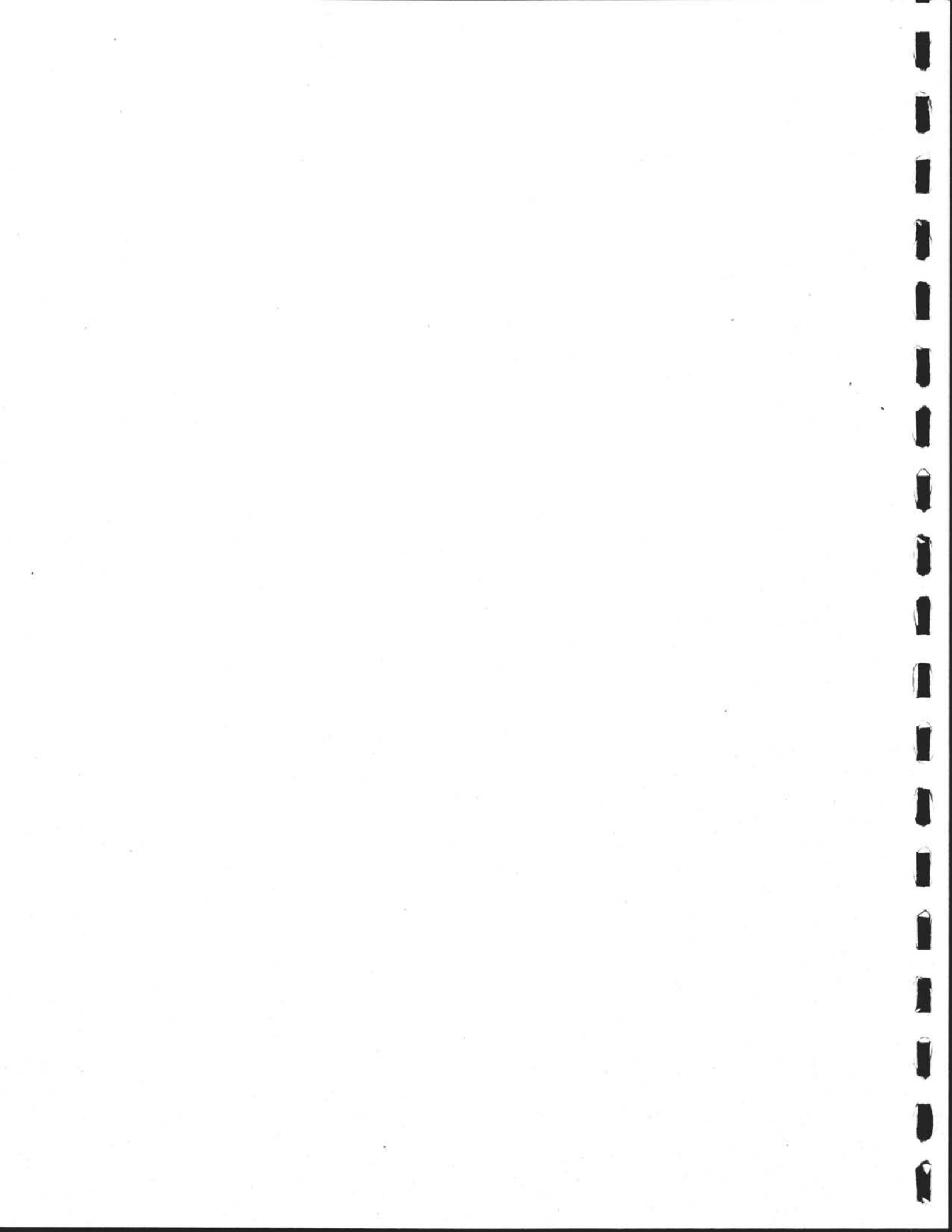
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## **NONDISCRIMINATION**

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



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# **ARTICLE 1**

## ***DESIGNATION OF PARTIES***

On this 9th day of October, 1997, at Sterling Hts., Michigan, the Utica Community School District located at Sterling Hts., Michigan, hereinafter designated as the "Employer", and by the Utica Community Schools Support Personnel Association/MEA/NEA, hereinafter designated as the "Association", agree as follows:

# **ARTICLE 2**

## ***PREAMBLE***

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

# **ARTICLE 3**

## ***RECOGNITION***

- 3.1 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 279, Public Acts of Michigan, 1965, for all Utica Community Schools Support Personnel as specified in Section 3.2 of this Article.
- 3.2 The term "Utica Community Schools / Support Personnel Association" (UCS/SPA), when used hereinafter in this Agreement shall include all personnel as herein defined. All reference to female personnel shall be equal in reference to male personnel of this bargaining unit. Personnel holding the following job classifications shall comprise this unit: Payroll; Purchaser; Bookkeeper; Auditing Assistant; Assistant Bookkeeper; Assistant Purchaser; High School Bookstore; Secretary to Administrator - 52 weeks; Secretary to Administrator - 45 weeks; Secretary to Administrator - 44 weeks; Secretary Administrative General - 52 weeks; Senior High School Counseling & Summer Program; Secretary to Special Education; Secretary - Substitute Personnel; Secretary to Junior High School Counseling; Receptionist; Secretary - Instructional Media; Secretary Vocational Education/Curriculum; T.M.G. Inventory Control; Publications; Microfilm/Elections; Data Processing; District Center Assistant; Title I Clerk; Data Services Clerk; Senior High School Library; Publication Assistant; General Clerk; Media Technology Assistant; Teacher Assistants; Attendance Monitors; Parking Lot Attendants; Research Center Assistants; Article III Tutors; Vocational Technicians (S.C.O.R.E.) and Research Center Technology Assistants.

- 3.3 It is the agreement of the Employer and the Association that personnel in the following positions shall be excluded from the Bargaining Unit: Secretary to Superintendent; Secretaries to the Assistant Superintendents; Secretary to the Director of Fiscal Services; Secretary to Administrative Assistant to the Superintendent; Statistical Clerk; Secretaries to Human Resources and substitutes.
- 3.4 The UCS/SPA agrees that they shall not accrete any job title presently covered by Board of Education Policy #4231.4, Miscellaneous Classified Employees, revised August 1990, to the Recognition Clause of this Agreement.

## **ARTICLE 4**

### ***BOARD RIGHTS***

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

## **ARTICLE 5**

### ***EMPLOYEE RIGHTS AND RESPONSIBILITIES***

- 5.1 Each employee covered by this bargaining unit accepts the responsibility to strive for excellence in their work, and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.
- 5.2 Each employee covered by this bargaining unit agrees to uphold policies, rules, regulations, and practices of the Board and the several sections of this Contract not in conflict with the laws and Constitution of the United States and the State of Michigan.
- 5.3 Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- 5.4 Bargaining unit members shall be entitled to full rights of citizenship. Religious or political activities of any bargaining unit member or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the employer unless it can be demonstrated that the performance of their duties have been adversely affected.
- 5.5 Bargaining unit members may be required to administer medication to students as part of their regular duties. Such activities shall be conducted in accordance with procedures devised by the District and articulated by the employee's immediate supervisor. The District will obtain and maintain liability insurance which specifically provides coverage for all members involved in such responsibilities.

## **ARTICLE 6**

### ***AID TO OTHER UNIONS***

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

## **ARTICLE 7**

### *AGENCY SHOP*

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

## **ARTICLE 8**

### *CHECK OFF*

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

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

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

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

## **ARTICLE 9**

### ***ASSOCIATION REPRESENTATIVES AND ASSOCIATION REPRESENTATION***

- 9.1 It is agreed between the parties that the Association Representative structure and areas represented as submitted by the Association to the Board of Education will be the structure recognized by the parties for the term of this Agreement.
- 9.2 The Association will provide the Board of Education with the names of the Association representatives, alternates and officers upon election or appointment. The Board of Education will provide the Association with a chain of command chart for processing grievances, naming the individual in each position at the time of the signing of this Agreement, and the changes as they occur. The Board of Education will also notify the Association when an alternate will be designated to replace an individual.
- 9.3 The Association President or his/her designated representative may have, but not to exceed, one-half (1/2) hour per day, or two and one-half (2 1/2) hours per week, at the beginning and/or end of a shift to address Association business.
- 9.4 The Association will be provided up to ten (10) days during the school year for use as determined by the Association President to perform Association business. The Association will purchase these days at the current substitute rate when a substitute is employed. The Association will provide at least 48 hours notice when a substitute will be required.
- 9.5 Neither the Association President or his/her designated representative nor any of the other employees shall engage in activities during working hours that detract from their productivity. The Human Resources Office administrator may grant additional time, upon request from the Association President.

- 9.6 The President will notify the Human Resources Office prior to designating an alternate under this provision.

## **ARTICLE 10**

### ***SPECIAL CONFERENCES***

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

## **ARTICLE 11**

### ***SUPPLEMENTAL AGREEMENTS***

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

## **ARTICLE 12**

### ***GRIEVANCE***

- 12.1 A "grievance" is any difference that may arise between the parties hereto as to:
- 12.11 Any matter relative to pay, wages, hours of employment and other conditions of employment.
- 12.12 Any matter involving the interpretation or violation of any of the provisions of this Agreement.
- 12.2 Settlement of grievances initiated more than five (5) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

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

## **ARTICLE 13**

### ***GRIEVANCE PROCEDURE***

- 13.1 If an employee, or the Association, has a grievance, it shall be presented to the Employer as follows:
- 13.2 Informal
- 13.21 In the event an employee or the Association has a complaint they must contact the immediate supervisor involved, who together with the employee shall endeavor to solve the problem. The employee may have an Association representative with him/her at these informal meetings if he/she so chooses.
- 13.22 Each grievance shall have to be initiated within five (5) working days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within five (5) working days after the Association or the aggrieved becomes aware of the cause for complaint.
- 13.3 Formal
- 13.31 Step 1 - In the event the complaint is not resolved informally, the employee and/or Association must reduce the matter to writing and file it with the immediate supervisor who shall initial and date the grievance form. The Supervisor will provide the Association a written response within five (5) working days of the receipt of the grievance. Grievance must show the alleged Article, Policy and Rule violated, the issue, pertinent facts, and the desired remedy.
- 13.32 Step 2 - Unresolved grievances from Step 1 above must be filed by the Association with the Human Resources Office within five (5) working days of the receipt of the Administration's written response in the first step. The Human

Resources Office shall establish a meeting with the Association's Grievance Committee within five (5) working days from the receipt of the Association's response. Either party at this step may use one (1) resource person if necessary. The Human Resources Office will provide the Association a written response within five (5) working days from the date of the meeting with the Association's Grievance Committee.

- 13.33 Step 3 - Unresolved grievances from Step 2 above must be filed by the Association with the Assistant Superintendent for Human Resources within five (5) working days of the receipt of the written response from the Human Resources Office in the second step. The Assistant Superintendent for Human Resources shall establish a meeting of the Joint Committees within five (5) working days from the receipt of the Association's response. The Assistant Superintendent for Human Resources shall answer in writing to the Association President within ten (10) working days following the meeting of the Assistant Superintendent for Human Resources and the Association.
- 13.34 Step 4 - The Association may, within twenty (20) working days after receipt of the written reply of the Assistant Superintendent for Human Resources request arbitration by written notice to the Employer. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Association within thirty (30) days after written notice has been given to the Employer. If the parties fail to agree as to the arbitrator, an arbitrator will be selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Contract. Expenses shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party.
- 13.35 Expedited Arbitration - Both parties to this Agreement may mutually agree to process a grievance at step four to expedite arbitration. The arbitration shall be conducted under the auspices of the American Arbitration Association. The conduct of said hearing shall be controlled by its rules.
- 13.351 Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side by step three.
- 13.352 The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.



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

## **ARTICLE 14**

### ***DISCHARGE, SUSPENSION AND REPRIMANDS***

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

## **ARTICLE 15**

### ***SENIORITY***

- 15.1 Seniority shall be applied to bargaining unit members on the following basis:
- First by - Assignment title
  - Second by - Classification (I through VI)
  - Third by - System-wide (from date of hire)
- 15.11 Assignment title seniority shall be determined for each employee as of his/her date of assignment to a particular assignment title.
- 15.12 Classification seniority shall be determined for each employee as of his/her date of assignment to an assignment title within a classification.
- 15.13 System-wide seniority shall be determined for each employee effective his/her first day assigned to the assignment title.
- 15.2 Assignment title seniority shall be determined for each employee effective his/her first day assigned to the assignment title.

- 15.3 For the purpose of job bidding and lay-off, the employee will retain seniority in all Assignment Title/Classification previously held.
- 15.4 Probationary Employees -- The probationary period for new hires shall be the first sixty (60) working days of their employment and shall be extended to the extent of any absences during that period. New hires shall be entered on the seniority list and shall rank for seniority from the original date of employment (first day worked adjusted by accumulative absences).
- 15.5 It is agreed that in order to provide additional time for a probationary employee to adjust to the new circumstances relative to his/her employment, the Board of Education may extend the probationary period thirty (30) working days, for a total probationary period of ninety (90) working days.
- 15.6 Probationary employees will not receive any fringe benefits during their probationary period. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

## **ARTICLE 16**

### ***SENIORITY LIST***

- 16.1 The seniority list shall be posted in each building in a central location annually (by December 1) and will show the following information for each bargaining unit employee:
- 16.11 Assignment title seniority
  - 16.12 Classification seniority
  - 16.13 System-wide seniority
- 16.2 Seniority shall not be affected by race, sex, marital status, color, religious creed, age, ancestry, or dependents of an employee.
- 16.3 Once the seniority list is published it shall be open for challenge for fifteen (15) working days.
- 16.4 An employee shall be accorded seniority according to Article 15 .
- 16.5 Seniority shall be adjusted to the extent of any and all leaves of absence as specified within this Agreement. Adjustments are limited to leaves of absence of more than ten (10) consecutive unpaid working days.
- 16.6 Seniority lists are not used to compute benefits and have no affect on the Michigan Public School Employees Retirement System.

- 16.7 A copy of the seniority list shall be forwarded to the Association President per the schedule outlined in Section 16.1 of this Article.

## **ARTICLE 17**

### ***LOSS OF SENIORITY***

- 17.1 An employee shall lose his/her seniority for the following reasons:
- 17.11 He/she quits or retires.
  - 17.12 He/she is discharged and discharge is not reversed through grievance proceedings.
  - 17.13 He/she fails to return to work within five (5) working days after the issuance by the Employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the Employer's records.
  - 17.14 He/she is absent from work five (5) consecutive working days without advising the Employer or giving satisfactory reasons to the Employer for such absence.
  - 17.15 He/she overstays a leave of absence, unless there are extenuating circumstances.
  - 17.16 He/she gives a false reason for a leave of absence.
  - 17.17 He/she engages in other employment during such leave, except as provided in Article 25.7, "Career Leaves".

## **ARTICLE 18**

### ***LAY-OFF***

- 18.1 The Association recognizes the exclusive right of the Board to determine personnel cuts.
- 18.2 The word "lay-off" means a reduction in the working force.
- 18.3 In the event of a lay-off, the order of lay-off shall be:
- 18.31 Probationary employees within the assignment title being reduced.
  - 18.32 The least senior employee within the assignment title being reduced.
- 18.4 The School District will provide the Association with ten (10) working days notice prior to any lay-off.

- 18.5 Seniority employees involuntarily transferred due to a reduction and providing they meet the necessary qualifications, shall:
- 18.51 have the right to accept the lay-off instead of exercising their right to bump;
  - 18.52 bump the least senior employee within the assignment title being reduced;
  - 18.53 bump the least senior employee in the classification;
  - 18.54 bump the least senior employee in the next lower classification;
  - 18.55 continue the bumping process outlined herein through the remaining classifications, if the employee is without sufficient seniority to bump in 18.54;
  - 18.56 be laid off if he/she remains without an assignment after completion of the bumping;
  - 18.57 be laid off if the bumping would place the employee into a position of qualifying for underemployment;
  - 18.58 bump into Classification V, VI, and Appendix F, G, and H total system-wide seniority shall be applied.
- 18.6 The above lay-off procedure does not apply to the normal reduction of the work force during the time school is not in session.
- 18.7 When a vacancy occurs that would allow an employee affected by reduction in force to remain in his/her appropriate classification, that employee shall be required to accept that assignment prior to exercising his/her right stipulated in Section 18.5, and its sub-sections, of this Article.
- 18.8 An employee who has been involuntarily transferred through the process outlined herein, shall be allowed first opportunity to return to assignment title should a vacancy exist and is not being filled as a result of a reduction in force.

## **ARTICLE 19**

### *RECALL*

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

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

19.4 If an employee fails to report for recall, he/she shall be considered a quit.

## **ARTICLE 20**

### ***ASSIGNMENT***

20.1 Employees will be assigned work areas within the building or equipment in accordance with the needs of the Board. When activities or work loads appear to be excessive the employee shall have the right to a special conference with his/her immediate supervisor, with or without the Association Representative.

20.2 An employee working fewer than fifty-two (52) weeks per year, and who is requested by the employer to work during the summer, shall be paid his/her regular rate effective July 1st, of the new fiscal year.

20.3 When an employee works in a higher classification for a period of two (2) days, he/she will be paid the rate of the higher classification. When an employee works in a lower classification, he/she shall suffer no loss of pay.

20.31 This provision shall not be applicable to employees when involuntarily transferred pursuant to Article 18.

20.4 When a permanent position is vacant and has been filled on a temporary basis by a substitute for more than sixty (60) working days, the position must be posted and opened up as a permanent position.

20.5 Less than full year employees of this bargaining unit who wish to be considered for substitute and/or temporary work during the non-working summer weeks may submit their name to the Human Resources Department.

20.51 Temporary positions are those that do not exceed sixty (60) working days.

20.52 The Association will be notified of the hiring of all temporary bargaining unit personnel.

## **ARTICLE 21**

### ***JOB POSTINGS***

- 21.1 All vacancies and newly created jobs within the bargaining unit; including those covered by Appendix F and Appendix G, shall be posted listing the specific requirements of the position for a period of seven (7) calendar days in a conspicuous place in each building. Each employee in the bargaining unit who requests in writing to the Human Resources Office shall receive notice at his/her last known address if he/she is not in service at the time of the posting.
- 21.2 Employees interested in the vacancies shall apply in writing within the seven (7) day posting period.
- 21.21 Interviews shall be granted within 10 work days to applicants on a seniority basis by assignment title and classification. Interviews shall cease upon selection of a candidate for the posted position.
- 21.3 Notification, in writing, shall be made to the selected applicant and to those not selected within seven (7) calendar days after the effective close of the interview period.
- 21.4 The Association President will receive notification of personnel changes and new hires within the UCS/SPA bargaining unit at the same time payroll is notified.
- 21.5 Salary step granted to newly hired, transferred, promoted or demoted bargaining unit personnel will be made available to the Association President upon written request.

## **ARTICLE 22**

### ***TRANSFER AND PROMOTION***

#### **22.1 *TRANSFER/PROMOTION***

- 22.11 In filling vacancies the Employer agrees to give due weight to the experience, competency, attendance, work record, and other posted qualifications and skills of all applicants, and the length of time each has been in their classification and the District. The Employer declares its support of a policy of promotion from within its own UCS/SPA staff.
- 22.12 When the experience, competency, attendance, work record, and other posted qualifications and skills of the two or more applicants are relatively equal, the most senior applicant will be awarded the position.

## **22.2 LATERAL TRANSFERS**

- 22.21. When an administrator is transferred or hired, the secretary already assigned to that building position will have preference as to whether he/she remains in that position or transfers to another available position at the time.
- 22.22. If an employee's request for a transfer is granted, he/she must remain in that position for at least six (6) months or until the end of the current school year, whichever is appropriate. A transfer does not prohibit an employee from promotions.

## **22.3 TEMPORARY TRANSFERS**

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

## **22.4 INVOLUNTARY TRANSFERS**

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

- 22.42 Involuntary transfers due to layoff and/or reductions are pursuant to Article 18.5.

## **22.5 PROMOTIONS**

- 22.51 A "promotion" is an upward change in classification which results in additional compensation for additional responsibilities.
- 22.52 The employee receiving the promotion shall receive a thirty (30) working day trial period in the new position. During the trial period, the employee shall receive the rate of pay for the job he/she is performing.
- 22.53 The employee shall have the right, during the trial period, to revert to his/her former assignment title position if he/she so desires, and to his/her former job assignment if that job assignment has not been eliminated. In addition, the employer shall have the right to revert the employee to his/her former assignment title and location if in the opinion of the employer, the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee with a copy to the Association.

## **22.6 TRANSFERS OUTSIDE THE BARGAINING UNIT**

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

## **ARTICLE 23**

### ***TESTING***

- 23.1 Testing, for the purpose of qualifying for promotions, shall be conducted twice yearly, if needed, by the Board at an announced time and place and shall be open to all bargaining unit members wishing to participate. Additional tests may be given during the year based on the particular circumstances involved. Results of such tests will be made known to the individual employees upon their request, and any employee may retake any test being given at the next testing session. Test results shall be placed in the individual's personnel file. All tests shall be administered and scored at no cost to the member.
- 23.2 The District may require any member to wait one calendar year before retaking any specific test.
- 23.3 All tests pursuant to this Article will be annually reviewed for relevancy by the Association and administration.

## **ARTICLE 24**

### ***PAID LEAVE***

- 24.1 Sick Leave: (Seniority accumulative and benefits accruing)
- 24.11 Employees shall accumulate one (1) day of sick leave allowance for each month the employee receives pay in a regular yearly position. Unused sick leave shall accumulate without limitation and shall be designated as "accumulated sick leave allowance".
- 24.111 Employees in Classification VI shall accumulate one (1) day of sick leave per month equivalent to the number of hours normally worked in their work assignment.



24.112 Employees who accumulate one (1) sick leave day each month during their work year as specified in 24.11 and 24.111, shall be awarded one (1) additional sick leave day at the completion of their work year.

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

- 24.12 When leave is exhausted, such employees shall not accrue any more days unless working.
- 24.13 An employee's absence shall be chargeable to this accumulated sick leave allowance. Sick leave days for employees will be paid on the basis of the number of actual scheduled hours of work and the employee's current rate of pay.
- 24.14 An employee, while on paid sick leave shall be deemed to be on continuous employment for the purposes of computing all benefits referred to in this Agreement.
- 24.15 One-half (1/2) of the employees current wage shall be paid by December 25th each year for any days accumulated beyond one hundred (100) and not used. Be it understood that, when an employee receives this payment, the individuals accumulation reverts to one hundred (100) days.
- 24.16 Upon retirement by a bargaining unit member from the Utica Community Schools and the Michigan Public Schools Employees Retirement System, the employee will be compensated for those accumulated sick leave days in excess of sixty (60), up to one hundred (100) days at the rate of twenty dollars (\$20) per sick leave day.
- 24.17 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- 24.18 In any one year, the employee may use, from his/her "accumulated sick leave allowance", up to five (5) days for a bona fide pressing need due to illness in the immediate family. Immediate family shall be interpreted as: spouse, children, parent or a family member residing in the employee's household.

## 24.2 Personal Leave:

- 24.21 Three of the accumulative sick leave days may be used annually as leave days without specificity to all employees. Applications must be made at least two (2) working days prior to the date of the leave. Personal leave days may not be taken immediately prior to or subsequent to paid holidays or vacation periods except in emergencies. However, an employee's immediate supervisor may approve the use

of personal leave days in conjunction with paid holidays and/or vacation periods when the leave will not adversely affect the operation of the School District.

24.22 Forms for personal leaves will be available at each building. They must be submitted through the immediate supervisor or the building principal to the Human Resources Office.

**24.3 Business Leave:**

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

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

**24.5 Funeral Leave:**

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

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

**24.7 Judicial Obligations:**

24.71 An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

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

## **ARTICLE 25**

### ***UNPAID LEAVE***

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

reinstatement after such service shall be in accordance with the Universal Military Training Act as amended and other applicable laws and regulations.

- 25.7 Career Change Leaves: (Seniority fixed and benefits non-accruing.)
- 25.71 A bargaining unit member may be granted a leave of absence for up to a maximum of ninety (90) working days for the purpose of exploring the possibility of making a "career change". Requests for career change leaves shall be submitted to the Human Resources Office prior to May 1.
- 25.72 Article 17.17 shall not apply to persons granted career change leaves.
- 25.8 Persons returning at the expiration of their approved leave of absence shall be placed in any vacancy existing in the classification they last held before going on leave. If no vacancy exists, they shall have the right to bump as provided in Article 18.
- 25.9 Employees who are on unpaid leave of absence shall not be permitted to bid on any vacancies until after having returned from such leave.
- 25.10 The Association is to be notified of all unpaid leaves when granted by the Administration.
- 25.11 **Family Medical Leave Act** - Employees will be permitted leaves pursuant to the provisions of FMLA. Such leaves will be coordinated with other leave provisions (paid and unpaid) provided under this Agreement.

## **ARTICLE 26**

### ***HEALTH AND SAFETY IN THE WORK PLACE***

- 26.1 It is recognized that the health and safety of employees is a prime concern of the Board. Therefore, a district-wide emergency plan providing for individual building and department programs will be established and modified periodically by the Board to maintain its effectiveness. This procedure is a proper subject for discussion at a Special Conference.
- 26.2 Bargaining unit members shall not be required to work under unsafe or hazardous conditions in the work place; the employer will determine if the condition is safe, and if the employee refuses to work in such conditions and is subsequently disciplined, such discipline is subject to the grievance procedure. The work place does not include travel to and from the employee's assignment location.
- 26.3 A fan-out procedure utilizing the telephone and UCS/SPA staff shall be established and evaluated periodically by the Administration in consultation with the Association.

## ARTICLE 27

### HOLIDAYS

- 27.1 An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days, and who is on duty the scheduled work day immediately prior to, and the scheduled work day immediately after the holiday, shall receive a holiday with pay at the employee's regular wage for such days: New Year's Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving, one full day immediately preceding Christmas, Christmas Day, day after Christmas, one full day immediately preceding New Year's Day.

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

- 27.2 Less than fifty-two (52) week employees, in addition, shall receive pay for the Tuesday after Easter, under the holiday pay provision.
- 27.3 Should a holiday fall on a Saturday, Friday shall be considered the holiday and Thursday the day preceding the holiday. Should a holiday fall on a Sunday, Monday shall be considered the holiday and Friday the day preceding the holiday.

## ARTICLE 28

### VACATIONS

- 28.1 An employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full time, permanent twelve (12) month employee.
- 28.2 An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the fiscal year, July 1st - June 30th.

28.21 5/6 of a day per month

The first five completed anniversary years of an employee, for vacation purposes, shall be calculated at the rate of 5/6th of a day per month worked, up to a maximum of ten (10) days per fiscal year.

28.22 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 1-1/4 days per month worked up to a maximum of fifteen (15) days per fiscal year.

- 28.23 1-2/3rd days per month  
From the completed twelfth anniversary year, vacations shall be calculated at a rate of 1-2/3rds day per month worked up to a maximum of twenty days (20) per fiscal year.
- 28.24 2-1/12th days per month  
From the completed twentieth anniversary year, vacations shall be calculated at a rate of 2-1/12th day per month worked up to a maximum of twenty-five days (25) per fiscal year.
- 28.3 The total number of years of service will be used in the computation of vacation credits for fifty-two (52) week employees. Service to the District in positions less than fifty-two (52) weeks shall be computed at the rate of seventy-five percent (75%) of the total months worked prior to occupancy of a fifty-two (52) week position which qualifies for vacation benefits.
- 28.4 In calculating vacation earned, credit will be given if an employee works at least the majority of the scheduled working days in that month. In addition, vacation shall be calculated to the nearest whole day and anything less than .5 being dropped.
- 28.5 It is desirable that vacation be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas, or Easter. However, vacations, or portions of vacations should be completed one week prior to the opening of school in the Fall. This provision does not preclude opportunity for the Assistant Superintendent for Human Resources to consider unique vacation requests or vacation requests at other times of the year as long as in his/her judgment, respective operational assignments are adequately covered.
- 28.51 Vacations shall be taken in a period of consecutive days except vacations may be split into one or more weeks; providing no scheduling shall in the judgment of the Assistant Superintendent for Human Resources, detrimentally affect operational assignments.
- 28.52 Choice of vacation time shall be governed by classification seniority. However, each supervisor shall schedule the vacations of the personnel within his/her department for submission to the Assistant Superintendent for Human Resources, so that operational assignments shall not be detrimentally affected.
- 28.6 When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.
- 28.7 A vacation may not be waived by an employee and extra pay received, provided, however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled. In

the event such disability continues through the year, he/she shall be awarded payment in lieu of vacation.

- 28.8 If an employee is laid off, retires, or terminates employment, he/she 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.
- 28.9 Employees shall be paid their current wage rate while on vacation and will receive credit for any benefits provided for in this Agreement during such time.
- 28.10 Employees may accrue unused vacation days. Such accrual shall not exceed two (2) years of vacation credit.
- 28.11 Employees may exceed this limit during the year. Each July 1, the above limit shall be applied to all employees. Excess days will be paid at the employee's regular daily rate.
- 28.12 Employees who have accumulated vacation days in excess of the maximum as of July 1, 1997 will be allowed to maintain that level of accumulation. If at any time their accumulation falls below two (2) years of credit, they will be subject to the maximum from that point on.
- 28.13 Employees shall be allowed to exceed this maximum if they were not allowed to use vacation days as a result of administration restriction or being hospitalized or disabled as in 28.7 above.

## **ARTICLE 29**

### ***WORK SCHEDULE***

- 29.1 Work Year:
- 29.11 UCS/SPA personnel working fewer than fifty-two (52) weeks shall work according to the specified number of weeks in the classification chart. The only days not worked during the specified time shall be those specified in other sections of this Agreement.
- 29.2 Work Schedule:
- 29.21 The normal work schedule shall be a seven and one-half (7 1/2) hour day and a thirty-seven and one-half (37 1/2) hour week, Monday through Friday.
- 29.22 The immediate supervisor may establish flexible work schedules that may supersede the normal work schedule specified in Section 29.21 of this Article.

29.23 Inclement Weather -

29.231 Classification VI and Appendices F., G., and H. employees are not to report for duty on days students are not to report unless otherwise notified.

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

29.2321 Emergency Business Leave Day;

29.2322 Emergency Personal Leave Day;

29.2323 If an employee does not receive prior approval, the employee will be charged with an unauthorized absence without pay.

29.2324 An employee's immediate supervisor may grant prior approval for exceptions for lateness of up to one and one-half (1 1/2) hours on snow days.

29.2325 If conditions are such that employees are not to report, then administration will institute a fan-out notification system.

30.2326 The radio stations which the District contacts are WXYZ, WWJ, WJR, and WWHK (1430 was WBRB).

29.3 Work Week:

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

29.4 Each UCS/SPA personnel will have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, time to be agreeable with his/her immediate supervisor.

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



- 29.6 Research Center Technology Assistants shall normally work a five and one half (5 1/2) hour workday and a five day work week.
- 29.7 Employees in Classification VI will work the regular hours applicable to their respective assignments.
- 29.71 Classification VI employees may be requested to work on scheduled parent teacher conference and/or in-service days.
- 29.72 Classification VI employees who participate in school sponsored overnight school functions shall receive \$20 for each evening they are required to stay overnight.
- 29.8 Once the school calendar and work schedule has been established, no change can be made without five (5) days, prior notification to the Association except for short term changes arising out of emergency situations.
- 29.81 Administration will notify less than twelve month UCS/SPA personnel of the date they are to report for work the subsequent school year by June 30th of each year.
- 29.82 When necessary to alter the reporting to work date for less than twelve month employees after June 30th, the employer shall provide no less than twenty-one (21) calendar days notice prior to the new reporting date.
- 29.9 **Inservice Days** - Bargaining unit members will be allowed to attend scheduled inservice training when the nature of the training is directly related to the employee's work assignment or when it is determined that such attendance is appropriate. Determinations regarding the appropriateness of such training will be made by the Assistant Superintendent for Human Resources.

## **ARTICLE 30**

### ***OVERTIME***

- 30.1 The general policy regarding overtime for clerical employees is that it is first offered to employees within a department provided that the employees possess the skills and qualifications necessary to perform the tasks and are available at the time the overtime is required. Unique circumstances may dictate a departure from the general policy.
- 30.2 Overtime actually worked, and authorized by the Superintendent or her designated representative, in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week shall be compensated at time and one-half the employee's regular rate of pay. Holiday work shall be compensated at twice the amount of the employee's regular rate of pay.

- 30.3 The hourly rate of an employee shall be determined by dividing her base salary, as set forth in Appendix B, by thirty-seven and one-half (37 1/2) hours.
- 30.4 Teacher assistants will receive time and one-half after seven and one-half (7 1/2) hours per day only when their extended work day has been prearranged and authorized. No overtime shall be paid due to extra hours that are incidental to the work scheduled for any particular day.

## **ARTICLE 31**

### *CONTINUING EDUCATION*

- 31.1 UCS/SPA personnel who successfully complete courses of study dealing with secretarial, clerical, accounting, data processing, library technical, and audio-visual offered at a fully accredited institution shall be reimbursed for the tuition paid.
- 31.2 In order to receive reimbursement, UCS/SPA personnel must have prior approval from the Assistant Superintendent for Human Resources concerning the studies to be pursued.
- 31.3 When tuition reimbursement is received by a member and employment is terminated within a year of completion of that class, Utica Community Schools may request reimbursement of the entire amount of that payment. This request will be made pending a consultation between the Assistant Superintendent for Human Resources or a designated representative and the President of the UCS/SPA or a designated representative.

## **ARTICLE 32**

### *WORKERS COMPENSATION*

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

**ARTICLE 33**  
*RETIREMENT*

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

**ARTICLE 34**  
*RATIFICATION*

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

**ARTICLE 35**  
*BULLETIN BOARDS, BUILDING & EQUIPMENT USE & MAIL*

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

## **ARTICLE 36**

### ***NO STRIKE***

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

## **ARTICLE 37**

### ***CONVENTION ATTENDANCE***

- 37.1 The Board will provide full pay for five (5) days for three (3) elected at-large delegates of UCS/SPA upon prior notice to attend the National Convention of NEA or State Convention of MEA in their respective convention years.
- 37.2 This Article is applicable only when the employee attending the convention for the Association would normally be scheduled for work.

## **ARTICLE 38**

### ***MINIMUM PAY***

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

## **ARTICLE 39**

### ***SHIFT PREMIUM***

- 39.1 For the purpose of determining shift premium, the following will apply.
  - 39.11 First shift is any shift that is regularly scheduled to commence on or after 4:00 a.m. but before 3:00 p.m.
  - 39.12 Second shift is any shift that is regularly scheduled to commence on or after 3:00 p.m. but before 10:00 p.m.
  - 39.13 Third shift is any shift that is regularly scheduled to commence on or after 10:00 p.m. but before 4:00 a.m.

## AMENDMENTS AND TERMINATION

This Agreement shall commence July 1, 1997 and shall continue in full force and effect until June 30, 2000. The parties agree that its terms regarding salaries, wages, and longevity shall be applied retroactively to July 1, 1997. If either party desires to terminate, modify, or change this Agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to June 30, 2000. If no notice is given by either party to terminate, modify, or change this Agreement, then this Agreement shall continue in full force from year to year.

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

<b>UTICA COMMUNITY SCHOOLS - SUPPORT PERSONNEL ASSOCIATION MEA/NEA</b>	<b>BOARD OF EDUCATION UTICA COMMUNITY SCHOOLS MACOMB COUNTY, MICHIGAN</b>
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Randy Cibulas, President

Carol Klenow, President

Sandy Donovan, Vice President

Kevin Lohmeier, Vice President

Linda Leysen, Bargaining Team Member

Greg Wojtovich, Secretary

Connie Sonntag, Bargaining Team Member

Stephen Truman, Treasurer

William Murray, Executive Director

Dick Copus, Trustee

Cheryl Stratton, Trustee

Carl Territo, Trustee

# APPENDIX A

## CLASSIFICATION CHART

### Classification I

Bookkeeper  
Payroll  
Purchaser  
Secretary - High School Principal

### Classification II

Assistant Bookkeeper  
Assistant Purchaser  
Auditing Assistant  
Data Processing  
High School Bookstore  
Publications  
Secretary - Athletics/Physical Education  
Community Relations  
Elementary Curriculum  
Food Service  
Management Services  
Operations & Security  
Physical Facilities  
Pupil Services  
Secondary Curriculum  
Special Services  
Substitute Personnel  
Transportation

### Classification III

Administrative General  
High School Associate Principal  
High School Counseling  
Instructional Media Center  
Microfilm/Elections  
Secretary - Elementary School Principal  
Secretary - Jr. High School Principal  
Special Services  
T.M.G. Inventory Control  
Vocational Education/Curriculum

**Classification IV**

Data Services Clerk  
General Clerk  
Jr. High School Assistant Principal  
Jr. High School Counseling  
Reception - Administration Building  
Sr. High School Library  
Title I Clerk

**Classification V**

General Clerk  
Jr. High School Library/Media Technology Assistant  
Sr. High School Media Technology Assistant

**Classification VI**

General Teacher Assistant  
Research Center Technology Assistants  
Special Services Teacher Assistant  
Title I Teacher Assistant

**Classification - Appendix F**

Hall Monitors  
Parking Lot Attendants

**Classification - Appendix G**

SCORE Technician

**Classification - Appendix H**

Research Center Assistant  
Tutor

## **APPENDIX B**

### ***SALARY SCHEDULE***

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

Employees who work less than 52 weeks and are not covered by Article 28, will receive an additional five (5) cents per hour.

***LONGEVITY:***

For the purpose of determining eligibility for the payment of longevity, all service in positions within the Utica Community Schools recognized by this Agreement shall be used. It is further understood that an individual qualifies for longevity after completing the specified number of years and will receive the amount as specified in the chart that follows:

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

<b>1997-1998</b>	<b>Hourly Employees - less than 6 hours/day</b>	<b>Hourly Employees - 6 hours/day or more</b>	<b>Salary Employees</b>
<b>8 years</b>	\$300	\$350	\$400
<b>13 years</b>	\$350	\$400	\$450
<b>20 years</b>	\$400	\$450	\$500

<b>1998-1999 1999-2000</b>	<b>Hourly Employees less than 6 hours/day</b>	<b>Hourly Employees - 6 hours/day or more</b>	<b>Salary Employees</b>
<b>8 years</b>	\$350	\$450	\$500
<b>13 years</b>	\$400	\$500	\$550
<b>20 years</b>	\$450	\$550	\$600

***EXPERIENCE FOR IN-COMING PERSONNEL:***

Credit for UCS/SPA experience may be granted to a new employee at a level of up to the fifth step on the salary schedule.



# SALARY SCHEDULE

*July 1, 1997 - June 30, 1998*

Classification	1st year	2nd Year	3rd Year	4th Year	5th Year	6th Year
I	369.59	424.33	469.16	517.99	580.73	
II	363.83	404.17	430.18	469.16	498.27	552.94
III	349.88	381.22	420.30	448.10	482.87	539.51
IV	344.16	369.59	406.89	433.74	474.98	521.92
V	330.50	355.77	381.22	420.30	447.64	494.69
VI	8.77	9.02	9.30	9.55		

*July 1, 1998 - June 30, 1999*

Classification	1st year	2nd Year	3rd Year	4th Year	5th Year	6th Year
I	378.09	434.09	479.95	529.90	594.09	
II	372.20	413.47	440.07	479.95	509.73	565.66
III	357.93	389.99	429.97	458.41	493.98	551.92
IV	352.08	378.09	416.25	443.72	485.90	533.92
V	338.10	363.95	389.99	429.97	457.94	506.07
VI	8.97	9.23	9.51	9.77		

*July 1, 1999 - June 30, 2000*

Classification	1st year	2nd Year	3rd Year	4th Year	5th Year	6th Year
I	386.79	444.07	490.99	542.09	607.75	
II	380.76	422.98	450.19	490.99	521.45	578.67
III	366.16	398.96	439.86	468.95	505.34	564.61
IV	360.18	386.79	425.82	453.93	497.08	546.20
V	345.88	372.32	398.96	439.86	468.47	517.71
VI	9.18	9.44	9.73	9.99		

## SHIFT PREMIUM

	1997-98	1998-99	1999-2000
<b>2nd Shift</b>	0.20	0.21	0.22
<b>3rd Shift</b>	0.26	0.27	0.28

## **APPENDIX C**

### ***INSURANCE BENEFITS***

#### ***1. Eligibility***

The Board of Education shall provide all full time six (6) hour employees with the following benefits subject to the provisions herein:

All employees eligible for health insurance benefits as of June 30, 1994, will continue to receive Package A benefits (at the employee's choice, either Package A-1 or Package A-2) or may elect to take Package B benefits.

All employees who became eligible for health insurance benefits after June 30, 1994, will receive Package A-2 or may elect Package B if at anytime said employee holds a position eligible for health insurance in Classification 1 through 6.

#### ***2. PACKAGE A BENEFITS***

Eligible employees will select either Package A-1 or Package A-2

##### **Package A-1**

##### **A. Hospitalization Benefits**

Blue Cross Blue Shield of Michigan Traditional Insurance with the following riders: Comp. Hosp., Semi, PSG-1, ASFP, BMT, CNM, CNP, COB-3, FC, GLE-2, HMN, ML, NC, PPNV-1, PTB, RAPS, RDC, RPS, SAT-II, SD, SUBRO2, TSA, XTMJ, Preferred RX Prescription Drug Program, PD-CR-\$5.00, MOPD-1, Master Medical Option IV, MMC-PD, MMCXTMJ, RAPS2, XVA

##### **B. Life Benefits**

\$15,000 group life coverage, including accidental death and dismemberment.

##### **C. Dental Benefits**

Dental coverage with 75% Class I and 50% Class II benefits. The carrier for the coverage shall be determined by the Board of Education.

##### **D. Long Term Disability Benefits**

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

E. **Vision Benefits**

Vision care program equal in nature to MEA VSP Vision Plan A\*. The carrier for coverage shall be determined by the Board of Education.

Schedule of Benefits:	Effective 7/1/86	Maximum Payment -
<u>Coverage</u>		<u>Benefit</u>
Examination		\$20.00
Regular lenses		15.00 per lens
Bi-focal lenses		15.00 per lens
Tri-focal lenses		20.00 per lens
Contact lenses		25.00 per lens
Frames		10.00

\* Benefits contained in the MEA VSP Vision Plan A are those in effect as of July 1, 1984.

***Package A-2 Benefits***

A. **Hospitalization Benefits**

Blue Cross Blue Shield "Community Blues" PPO Health Benefits with Preferred Rx Prescription Drug Program, PD-CR-\$5.00

B. **Life Benefits**

\$18,000 group life insurance coverage, including accidental death and dismemberment.

C. **Dental Benefits**

Dental insurance coverage with 75% Class I and 50% Class II benefits. The carrier for the coverage shall be determined by the Board of Education.

D. **Long Term Disability Benefits**

L.T.D. benefits after 180 days of disability and will continue for five (5) years from date of disability, Public School Employees Retirement Act or until age sixty-five (65), whichever comes first. This coverage shall be for sixty-six and two-thirds percent (66 2/3%) full integrated basis of monthly salary with a ceiling of \$1500 per month.

E. **Vision Benefits**

VSP Vision Plan 2 vision care program.

3. ***PACKAGE B Benefits (Eligible Employees not selecting Package A-1 or A-2)***

If 40% of the employees eligible for health care select package B, this alternate package will go into effect:

The alternate package is that each employee selecting Package B will receive all benefits described in Package A-2 except health insurance and will also receive \$75.00 per month for a period of ten (10) months. This amount is to be payable in two equal installments: the first pay in December and the last pay day in June of each year. If at any time the number of eligible employees selecting Package B drops below 40% of the employees eligible for health care the alternate package will cease until re-qualification is established.

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

NOTE: The Board of Education shall have the exclusive right to secure the carrier (Blue Cross or MESSA) insurance protection to their employees.

4. ***Full Coordination of benefits***

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

5. Employees in Classification VI who work at least four (4) hours per day and twenty (20) hours per week shall be provided with \$15,000 group life insurance coverage including accidental death and dismemberment.

6. Bargaining unit members in Classifications I-VI who work four (4) or more hours but less than six (6) hours per day will have the option to purchase hospitalization insurance at the group rate.

The premium must be prepaid monthly.

If the rate structure is increased by the hospitalization carrier due to this option, this Appendix will be declared null and void.

Furthermore, the Association shall indemnify and save the Board of Education harmless against and from any and all claims, demands, legal fees, suits or other forms of liability that may arise out of or by reason of action taken by the Board of Education for the purpose of complying with this Appendix.

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

## **APPENDIX D**

### *INSURANCE PROVISIONS - LEAVE OF ABSENCE*

A. Paid Leave of Absence:

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

B. Non-Paid Leave of Absence:

1. Disability Leave of Absence: Hospitalization insurance shall remain in effect until the expiration of the leave. Term life insurance shall remain in effect until the expiration of the leave or the end of the disability.
2. All other non-paid leaves: All insurance provisions shall cease the first of the month following the start of the non-paid leave listed herein.

## **APPENDIX E**

### *IN-SERVICE*

An In-Service Planning and Review Committee shall be established for the term of this Contract. Two members of the Association, appointed by the Association President, and three members of the Administration shall comprise the committee. The committee shall have an initial meeting no later than November 1st of each school year.

## APPENDIX F

### *Hall Monitor and Parking Lot Attendant Personnel*

Hall Monitor and Parking Lot Attendant personnel are covered by all existing Articles, Sections and Sub-sections of this Agreement except for the Articles listed herein:

**SENIORITY** - Seniority shall be applied to these employees on the following basis:

- First by - Assignment title;
- Second by - Building Assignment;
- Third by - System-wide by date of hire or July 1, 1987, whichever is latest.

Assignment title seniority shall be determined for each employee effective the first date he/she is assigned to the assignment title upon successful completion of his/her trial/probationary period or July 1, 1987, whichever is latest.

**PAID LEAVE** - Employees in Appendix "F" will have six (6) days per year. Unused sick leave days may accumulate to a total of twenty-six (26) days.

When leave is exhausted, employees shall not accumulate any additional sick leave until they are working during the next school year.

In any one (1) year, the employee may use, from his/her "accumulated sick leave allowance", up to three (3) days for a bonafide pressing need due to illness in his/her immediate family. Immediate family shall be interpreted as spouse, children, parent or a family member residing in the employee's household.

**PERSONAL LEAVE** - One (1) of the accumulative sick leave days may be used annually as a leave day without specificity to all employees.

**FUNERAL LEAVE** - In the event of the death of an employee's parent, child, spouse, sister, brother, grandparent, mother-in-law, father-in-law, grandchild, or a member of the employee's immediate household; the employee shall be entitled to up to a maximum of three (3) days off with pay at his average earned rate for the time lost from the employee's regularly scheduled work. The employee must attend the funeral to be entitled to the above payment and such days are not to be deducted from sick leave.

**HOLIDAYS** - An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days and who is on duty the scheduled work day immediately prior to and the scheduled work day immediately after the holiday, shall receive a holiday with pay at the employee's regular wage for such days:

Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas, day after Christmas, New Year's Day, Easter and Memorial Day.

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

**VACATION** - Hall Monitors and Parking Lot Attendants shall not be eligible for vacations and/or vacation supplement pay specified in Appendix B - "Salary Schedule".

**WORK SCHEDULE**

**Work Year** - Hall Monitors and Parking Lot Attendants work schedule shall be established by the building principal, but shall not exceed 181 days per school year.

**Work Hours** - Hall Monitors and Parking Lot Attendants shall have their work hours established by the building principal, but shall not exceed seven and one-half (7 1/2) hours per day and shall not include a paid lunch period.

**SALARY SCHEDULE** - There will be no longevity paid to Hall Monitors and Parking Lot Attendants.

	1st year	2nd Year	3rd Year
1997-98	8.20	8.62	8.88
1998-99	8.39	8.82	9.08
1999-2000	8.58	9.02	9.29

**BENEFITS** - Hall Monitors and Parking Lot Attendants who work 20 hours per week, shall receive benefits as follows:

**Life** - Effective first of the month following final ratification: \$15,000 group life insurance coverage including accidental death and dismemberment.

**Long Term Disability** - Hall Monitors and Parking Lot Attendants who are scheduled to work consistently at least fifteen (15) hours per week and are fully employed shall be provided L.T.D. benefits consistent with Appendix C.

**CONTINUING EDUCATION** - Hall Monitors and Parking Lot Attendants who successfully complete courses of study dealing with traffic control, adolescent behavior and data processing at a fully accredited institution shall be reimbursed for the tuition paid.

In order to receive reimbursement, individuals must have prior approval from the Assistant Superintendent for Human Resources concerning the studies to be pursued.

When tuition reimbursement is received by a member and employment is terminated within a year of completion of that class, Utica Community Schools may request reimbursement of the entire amount of that payment. This request will be made pending a consultation between the Assistant Superintendent for Human Resources or a designated representative and the President of the UCS/SPA or a designated representative.

# APPENDIX G

## S.C.O.R.E. Technicians

S.C.O.R.E. Technicians are covered by all existing Articles, sections and subsections of this Agreement except for the Articles listed below:

**SENIORITY** - Seniority shall be applied to these employees on the following basis:

- First by - Assignment Title
- Second by - Vocational Skill Assignment
- Third by - System-wide by date of hire or July 1, 1991.

Assignment Title Seniority shall be determined for each employee effective the first date he/she is assigned to the Assignment Title upon successful completion of his/her Trial/Probationary Period or July 1, 1991, whichever is latest.

**PAID LEAVE** - Employees in Appendix G will have three (3) sick leave days during each school year. Unused sick leave days may accumulate to a total of nine (9) days.

When a leave is exhausted, employees shall not accumulate any additional sick leave until they are working during the next school year.

In any one year, the employee may use, from his/her "accumulated sick leave allowance", up to three (3) days for a bonafide pressing need due to illness in his/her immediate family. Immediate family shall be interpreted as spouse, children, parent or a family member residing in the employee's household.

**HOLIDAYS** - Employees in Appendix G shall be eligible for one (1) paid holiday:  
Thanksgiving.

**VACATION** - Employees in Appendix G shall not be eligible for vacation and/or vacation supplement pay specified in Appendix B - Salary Schedule.

**WORK SCHEDULE** - Employees in Appendix G will work the regular hours applicable to their respective assignments.

**SALARY SCHEDULE** - There will be no longevity paid to S.C.O.R.E. Technicians.

### S.C.O.R.E. Technicians Hourly Rate:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1997-98	8.14	8.70	9.23	9.78	10.31	10.85
1998-99	8.33	8.90	9.44	10.00	10.55	11.10
1999-2000	8.52	9.10	9.66	10.23	10.79	11.36



**INSURANCE BENEFITS** - S.C.O.R.E. Technicians who work 20 hours per week, shall receive insurance benefits as follows:

**Life Insurance** - Effective first of the month following final ratification:

\$15,000 Group Life Insurance coverage including Accidental Death and Dismemberment.

**CONTINUING EDUCATION -**

Appendix G employees are not eligible for continuing education reimbursement.

## APPENDIX H

### *Research Center Assistant and Tutor Personnel*

Research Center Assistant and Tutor personnel are covered by all existing Articles, sections and sub-sections of this Agreement except for the Articles listed herein:

**SENIORITY** - Seniority shall be applied to these employees on the following basis:

First by - Assignment title;

Second by - Building Assignment;

Third by - System-wide by date of hire or July 1, 1991, whichever is latest.

Assignment title seniority shall be determined for each employee effective the first date he/she is assigned to the assignment title upon successful completion of his/her trial/probationary period or July 1, 1991, whichever is latest.

**PAID LEAVE** - Employees in Appendix "H" will have four (4) sick leave days during each school year. Unused sick leave days may accumulate to a total of ten (10) days.

When leave is exhausted, employees shall not accumulate any additional sick leave until they are working during the next school year.

In any one year, the employee may use, from his/her "accumulated sick leave allowance", up to three (3) days for a bonafide pressing need due to illness in his/her immediate family. Immediate family shall be interpreted as spouse, children, parent or a family member residing in the employee's household.

**PERSONAL LEAVE** - One (1) of the accumulative sick leave days may be used annually as a leave day without specificity to all employees.

**FUNERAL LEAVE** - In the event of the death of an employee's parent, child, spouse, sister, brother, grandparent, mother-in-law, father-in-law, grandchild, or a member of the employee's immediate household; the employee shall be entitled to up to a maximum of three (3) days off with pay at his average earned rate for the time lost from the employee's regularly scheduled work. The employee must attend the funeral to be entitled to the above payment and such days are not to be deducted from sick leave.

**HOLIDAYS** - An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days and who is on duty the scheduled work day immediately prior to and the scheduled work day immediately after the holiday, shall receive a holiday with pay at the employee's regular wage for such days:

Thanksgiving, day after Thanksgiving, Christmas, Easter and Memorial Day

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

**VACATION** - Research Center Assistants and Tutors shall not be eligible for vacations and /or vacation supplement pay specified in Appendix B - "Salary Schedule".

**WORK SCHEDULE -**

**Work Year:** Research Center Assistant's and Tutor's work schedule shall be established by the Curriculum Office.

**Work Hours:** Research Center Assistants and Tutors shall have their work hours established by the building principal, but shall not be less than three (3) hours per day nor exceed three and one half (3.5) hours per day and shall not include a paid lunch period.

Each UCS/SPA personnel will have a fifteen (15) minute break in the morning or a fifteen (15) minute break in the afternoon, time to be agreeable with his/her immediate supervisor.

**SALARY SCHEDULE** - There will be no longevity paid to R.C.A.s and Tutors.

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>1997-98</b>	7.32	7.49	7.71
<b>1998-99</b>	7.49	7.66	7.89
<b>1999-2000</b>	7.66	7.84	8.07

**INSURANCE BENEFITS** - Research Center Assistants and Tutors shall receive insurance benefits as follows:

**Life Insurance** - Effective first of the month following final ratification:

\$15,000 group life insurance coverage  
including accidental death and dismemberment

**Disability Insurance** - R.C.A.s and Tutors who are scheduled to work consistently at least fifteen (15) hours per week and are fully employed shall be provided L.T.D. benefit consistent with Appendix C.

**CONTINUING EDUCATION -**

Research Center Assistants and Tutors who successfully complete courses of study dealing with job related skills at a fully accredited institution shall be reimbursed for the tuition paid.

In order to receive reimbursement, individuals must have prior approval from the Assistant Superintendent for Human Resources concerning the studies to be pursued.

When tuition reimbursement is received by a member and employment is terminated within a year of completion of that class, Utica Community Schools may request reimbursement of the entire amount of that payment. This request will be made pending a consultation between the Assistant Superintendent for Human Resources or a designated representative and the President of the UCS/SPA or a designated representative.

## **APPENDIX I**

### *UTICA ALPHA*

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

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

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

## **APPENDIX J**

### *CLASSIFICATION REVIEW COMMITTEE*

A Classification Review Committee shall be established.

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

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

**APPENDIX K**  
*Letter of Agreement*  
*between the*  
*Utica Community Schools*  
*and*  
*UCS/SPA, MEA-NEA*

The following represents the agreement of the parties with respect to the creation of a new bargaining unit position which will be known as "**Research Center Technology Assistant**".

For the purpose of initially staffing these positions, the following procedures shall be followed:

1. The UCS administration has developed the qualifications and responsibilities of this new position.
2. The UCS administration has developed a test to determine the qualifications of applicants for this new position. Individuals will be notified whether or not they attained a satisfactory score on their test immediately.
3. These RCTA positions (one [1] per each elementary building) were posted following the usual procedures for the posting of vacancies.
4. Members who applied for these positions were required to take the test above.
5. Members who are currently Research Center Assistants (RCA) and who can establish that they are qualified for the position by passing the above test, will have preference for these new positions (RCTA) over other bargaining unit members and persons who are not bargaining unit members.
6. RCA's who have passed the above test will be ranked in order of seniority and the highest twenty seven (27) individuals will be identified. Positions will first be awarded to the most senior (in order of assignment/title seniority), qualified RCA who works in the building.
7. The remaining qualified RCAs who are not awarded a position in their building as in #6 above, will be ranked in order of assignment/title seniority, and will be offered the opportunity to select a building where the position of RCTA has not yet been filled. If an RCA does not select a building in this procedure they will forfeit their right to an RCTA position. In such event, the next senior qualified RCA will be added to the list of 27 eligible applicants. This procedure will be continued until each elementary building has one RCTA assigned to it.

- 8. Qualified RCAs who are not awarded an RCTA position will be assigned to RCA positions. If as a result of this process, there are more than three RCAs in any building, the least senior employee will be identified. All such identified employees will be allowed (in seniority order) to select another building to be assigned to which has less than three (3) RCAs assigned to it.
- 9. Individuals who accept an RCTA position will be required to remain in that position for the balance of the 1997-98 school year.
- 10. Unit members who are assigned to RCTA positions will retain their seniority.
- 11. Initially each building will be staffed with one [1] RCTA and three [3] RCAs (three [3] hours per day). As attrition occurs, each building will be reduced to two (2) RCAs as follows:

When the first of the three RCA positions in a building is vacated, the vacancy will not be filled which will leave only two [2] RCAs.

If a vacancy occurs in a building that results in less than two [2] RCAs left in the building, the vacancy will be filled by first asking for volunteers from the RCAs who work in buildings where there are three [3] RCAs. If there are no such volunteers, the district will reassign the least senior RCA who works in a building which still has three [3] RCA's. If no building in the district still has three [3] RCAs, then the position will be filled through the usual hiring practices for these positions. This process will continue until each building is reduced to two [2] RCAs.

- 12. Each RCTA will be expected to attend up to eight (8) hours of inservice programs during the 1997-98 year. Individuals will be paid their regular hourly rate for attendance at such inservices.

\_\_\_\_\_  
For the UCS

\_\_\_\_\_  
For the UCS/SPA, MEA-NEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix L

*Letter of Agreement  
between the  
Utica Community Schools  
and  
UCS/SPA, MEA-NEA*

A Joint Committee will be established during the 1997-98 year to review testing procedures, establish the role such testing plays in hiring and assignment, and define qualifications and skill levels required for unit positions.

The committee will be comprised of equal numbers of representatives of the Administration and the Association.

\_\_\_\_\_  
For the UCS

\_\_\_\_\_  
For the UCS/SPA ,MEA-NEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Letter of Agreement  
between the  
Utica Community Schools  
and  
UCS/SPA, MEA-NEA*

The following represents the agreement of the parties with respect to the classification, wages, and other terms and conditions of employment of Marie Hoscila.

Marie Hoscila was a member of another bargaining unit who retired and then pursued a workers compensation claim against the UCS. As part of the settlement of her claim, she was offered and accepted a "favored work" position. Initially, this work was mainly in the Transportation Dept. After a time, the nature of the work changed, and the UCS/SPA petitioned to have the position included in the bargaining unit. The UCS granted the union's request and Ms. Hoscila became a UCS-SPA member in good standing.

Due to the unique nature of Ms. Hoscila's employment, her position is not classified with any of the stated classifications or job titles as stipulated in the Agreement. She is employed in a position created specifically to accommodate the terms of her settlement agreement and as such her hours, wages and benefits have been and continue to be determined by the original settlement of her claim and the practice of the parties thereto.

Nevertheless, it is hereby determined to provide Ms. Hoscila with an increase in her wages in recognition of her long and faithful service to the UCS. Beginning with July 1, 1997, Ms. Hoscila's hourly wage will be increased to \$7.50 per hour and will be increased in subsequent years by the same percentage that the UCS-SPA wage schedule increases.

\_\_\_\_\_  
For the UCS

\_\_\_\_\_  
For the UCS/SPA ,MEA-NEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



