

4047

8/2000

UTICA FEDERATION OF TEACHERS

COLLECTIVE BARGAINING AGREEMENT

Utica Community Schools

July 1, 1997

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ARTICLE I

RECOGNITION

- 1.1 The board hereby recognizes the Utica Federation of Teachers as the exclusive bargaining representative of the Utica Community Schools Adult Education, which includes TACT, Adult Education, ESL (English as a Second Language), the UAW Learning Center Certified Teachers, Academic Advisors; and Annually Authorized Teachers. The Utica Federation of Teachers shall not represent any other classification of employees of the Utica Community Schools except those specifically listed in this recognition clause.
- 1.2 The Board agrees not to negotiate with any other employee organization other than the Utica Federation of Teachers regarding any classification of employees as specified in paragraph 1.1 of this Article.
- 1.3 If any provision of the Collective Bargaining Agreement is determined to be contrary to the law, such provision shall be deemed invalid and void.
- 1.4 This Collective Bargaining Agreement preempts any policy of the Board and the Utica Federation of Teachers which are specifically contained herein.
- 1.5 Neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or without the school district.
- 1.6 The Utica Federation of Teachers shall submit written notice of the officers and bargaining unit representatives to the Board before the Board has a responsibility to meet and/or confer with the Utica Federation of Teachers on any matter required by this Collective Bargaining Agreement or under P.E.R.A.
- 1.7 Membership in the Utica Federation of Teachers shall be open to all employees specified in paragraph 1.1 of this Article regardless of race, creed, sex, marital status, national origin, religion or age.

ARTICLE II

AGENCY SHOP

- 2.1 Membership in the Utica Federation of Teachers shall be open to all bargaining unit personnel regardless of race, creed, sex, marital status, national origin, religion or age.
- 2.2 It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all bargaining unit members who are beneficiaries of such agreements. To this end, in the event a member shall not join the Utica Federation of Teachers and execute an authorization for dues deduction, or cash payment such member shall, as a condition of continued employment by the Utica Community Schools, execute an authorization for dues deduction, or cash payment of a sum equivalent to the dues of the Utica Federation of Teachers which sum shall be forwarded to the Utica Federation of Teachers. In the event that such an authorization is not signed for a period of sixty (60) days following the commencement of employment of the member, Utica Community Schools agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such member shall be discontinued as of the end of the school year. Such member(s) shall be notified by the Utica Community Schools of the termination of their services immediately upon the expiration of the sixty (60) day period heretofore mentioned.

However, if at the end of the school year, member(s) receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such member's services shall not be terminated until such time as such member(s) have either obtained a final decision as to the validity of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

- 2.3 It shall be the responsibility of the Utica Federation of Teachers to notify the Assistant Superintendent for Human Resources, in writing, within thirty (30) calendar days when a bargaining unit member is in violation of this provision.

2.4. In any case in which a member(s) contest a discharge under the provisions of the Agency Shop Article and it is necessary for the Utica Community Schools to defend its position and to engage legal counsel and to incur other fees and expenses, the Utica Federation of Teachers agrees to pay the fees and expenses so incurred by the Utica Community Schools. Utica Community Schools shall not apply this Agency Shop provision to bargaining unit members who were employed on the date of the certification by M.E.R.C. of the representation election (February 1995) and stipulate in writing that they do not wish to join or pay dues to the Utica Federation of Teachers.

2.5 Check-Off - Dues Deduction

2.5.1 The Utica Community Schools agrees to deduct Utica Federation of Teachers dues or service fee from the pay of those employees who individually request, in writing, that such deductions be made. These deductions will be made in accordance with the written direction on file in the Human Resource Department submitted by the Treasurer of the Utica Federation of Teachers.

2.5.2 The amounts shall be certified to the employer by the Treasurer of the Utica Federation of Teachers and the aggregate deductions shall be remitted to the Treasurer within twenty (20) working days.

2.5.3 Employees shall tender the authorization for check-off by signing the proper authorization provided by the Utica Federation of Teachers.

2.5.4 The Utica Federation of Teachers shall hold the Utica Community Schools harmless on account of any monies deducted and remitted to the Utica Federation of Teachers pursuant to this provision.

ARTICLE III

WORKING CONDITIONS

3.1 Bargaining Unit personnel when required to attend open houses, curriculum nights, staff meetings will be paid their regular hourly rate.

- 3.2 It is recognized by the Federation and the Utica Community Schools that all staff have a professional responsibility in the general supervision of the school area to preserve property and the welfare of students.
- 3.3 On days when programs are shut down due to inclement weather, teachers will not report. Any instruction time which was canceled and which must be rescheduled in order to comply with School State Aid Foundation Grant, shall be rescheduled.
- 3.4 A fan-out procedure utilizing the telephone and staff shall be established for the purpose of communicating with Bargaining Unit personnel.
- 3.5 Bargaining Unit personnel will cooperate in providing substitutes due to scheduled and unscheduled absences.
- 3.6 Bargaining Unit personnel assigned to Adult Education TACT programs when required to prepare final grades and/or progress reports shall be provided on-site location and time to the maximum of two (2) hours per marking period. Personnel shall be required to record their presence as prescribed by the Community Education Department.
- 3.7 Bargaining Unit personnel are required to use diligence in filling out time records. It is of extreme importance that these records are accurate. Bargaining Unit personnel who file inaccurate and/or incomplete time records shall be charged with a major offense and shall be subject to dismissal.
- 3.8 Bargaining Unit Personnel may request deletion of their address and phone number from the Staff Directory for privacy.
- 3.9 The Utica Federation of Teachers shall have the right to post notices of activities and matters of the Utica Federation of Teachers' concern. A designated area within the Administrative Service Center will be accessible to staff.
- 3.10 Community Education Department will provide the required textbooks, workbooks and/or teaching materials.

ARTICLE IV

GRIEVANCE

- 4.1 **Definition:** Any claim by a member of the Utica Federation of Teachers that there has been a violation, misapplication of the specific and expressed terms of this Agreement shall be a grievance and shall be resolved through the procedure set forth therein.
- 4.1.1 An **Aggrieved Person** shall mean the individual Utica Federation of Teachers member covered by this Agreement.
- 4.1.2 A **Party of Interest** shall mean the union or the individual or individuals making the allegation and/or any individual whom the Utica Community Schools designates to take action to process and attempt to solve the grievance.
- 4.1.3 The term **Days** in this section shall mean unit working days, except where otherwise stipulated.
- 4.1.4 The grievance **Form** for filing and processing a grievance shall be provided to the Utica Federation of Teachers so as to facilitate the grievance procedure. The form shall make provisions for the description of the alleged violation, specific provision of the Agreement and the specific redress requested by the grievant. The form shall make provision for the grievant to state the specific time, place, circumstance and section or sub-section of the Agreement allegedly violated.
- 4.2 The following matters shall not be the basis of any grievance filed under the procedure outlined herein: The discharge of a probationary bargaining unit member; any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teacher Tenure Act. In addition, any matter having been processed through the forums outlined herein shall not be the basis for any grievance filed under the grievance procedure.

4.3 The number of days indicated at each step of the grievance procedure shall be considered as the maximum to expedite the process. If the grievant fails to comply within the time limit, the grievance shall be considered settled on the basis of the written answer by the responding party. If the responding party fails to comply with the time limit at any step in the procedure, up to and including Step 2, the grievance shall automatically be positioned to the next step pursuant to this section. The parties may agree to extend the time limit at any step, however, this agreement must be in writing.

4.4 Grievances that stipulate a class action shall be positioned initially at Step 3.

4.5 **General Principles:**

4.5.1 The Utica Federation of Teachers shall establish a grievance committee. Any member of the grievance committee who shall be a party of interest to any grievance shall be disqualified, except in any class action case as to make this impractical. Not more than three (3) members of the grievance committee shall be present during the grievance procedure. The Utica Federation of Teachers may be represented at Step 3 by an official of the Michigan Federation of Teachers.

4.5.2 A grievance may be withdrawn at any Step without prejudice.

4.5.3 Failure of the aggrieved individual to file the grievance within the time limits specified, shall be conclusive evidence that the said incident or grievance has been satisfactorily resolved.

4.5.4 The president of the Utica Federation of Teachers must supply the names of the grievance committee, in writing, to the Human Resources Department before the Utica Community Schools has a duty to deal with them. The Utica Federation of Teachers may change or add representatives by giving ten (10) days written notice.

4.5.5 In processing grievances, released time may be granted upon mutual agreement between the aggrieved, the Human Resources Department and the immediate supervisor of the aggrieved. Such release time may be without loss of pay if approved in advance by the Human Resources Department.

4.6 Grievance Procedure:

- 4.6.1 Step 1:** Any unit member may discuss an alleged problem with their appropriate administrator within five (5) working days or ten (10) calendar days of the alleged act with the objective of resolving the matter informally.
- 4.6.2 Step 2:** In the event the unit member is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within ten (10) days of the presentation of the grievance, said teacher may file the grievance in writing with the Association's Grievance Committee with a copy to the appropriate administrator. The appropriate administrator shall initial and date the form before the grievance complaint is filed with the Grievance Committee. If a dispute shall arise as to the time of filing, such initialing shall be conclusive evidence of the date of its receipt. The filing with the Grievance committee and initialing of the copy by the appropriate administrator, must occur within the ten (10) days of the alleged aggrieved act. Within ten (10) days of receipt of the grievance, the Grievance Committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance it shall immediately process the claim, in writing, with the appropriate administrator. The appropriate administrator shall meet on the grievance within five (5) days of receipt of the written grievance from the Grievance Committee. This meeting may be attended by not more than the grievant, two representatives of the Union and two representatives of the Utica Community Schools. Within five (5) days from the meeting the appropriate administrator shall render a decision in writing to the grievant.
- 4.6.3 Step 3:** If the grievant is not satisfied with the written response to the grievance at Step 2, the Federation may request a Step 3 meeting with the Human Resources Department for the purpose of resolving the grievance. This meeting must be requested within ten (10) days of the date of the written

response at Step 2. The aggrieved individual may not be present unless the Utica Federation of Teachers and the Human Resources Department agree that this presence is necessary.

4.7 Effective July 1, 1998 the grievance procedure shall include the ability to appeal the administrations decision at Step 3 to arbitration.

4.7.1 It is agreed that from the date of implementation of this Agreement through June 30, 1998, the time lines contained in Step 1 through 3 shall be strictly enforced so as to eliminate the possibility of stock piling grievances filed prior to July 1, 1998.

4.8 **Step 4:** In the event the Federation disagrees with the decision of the Human Resource Department at Step 3, such grievance may be appealed to arbitration. Written notice of such appeal is to be given to the Superintendent within seven (7) days of the decision of the Superintendent at Step 3.

4.8.1 Arbitration shall be conducted under the auspices of the American Arbitration Association, the conduct of said hearing shall be controlled by its rules. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side at least by the third step.

4.8.2 The arbitrator shall have no power or authority to add to, subtract from alter or modify the terms of this Agreement nor to change any practice, policy, or rule of the Board, nor to substitute his/her judgment as to the reasonableness of any such practice, policy or rule. The Arbitrator shall be limited to deciding whether or not there has been a violation of the terms of the Articles, and sections of this Agreement and any binding past practices which exist between the parties. The Arbitrator shall not create obligations and conditions binding on the parties from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

4.8.3 The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his 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 (.5) by the Federation and one-half (.5) by the Board, and all other expenses shall be borne by the party incurring them.

4.8.4 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.

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

4.8.6 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 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 (.5) by the Federation and one-half (.5) by the Board, and all other expenses shall be borne by the party incurring them.

ARTICLE V

BIDDING & ASSIGNMENT

5.1 In an attempt to promote quality education, teachers shall be assigned to teaching positions within the scope of their teaching certificate, major, and minors, as defined by the Director of Community Education.

5.1.1 It shall be the sole responsibility of the administration to develop the unit positions and to establish the required qualifications for each position.

5.1.2 For the purpose of this Section of the Agreement, bargaining unit members are blended into one unit for bidding on teaching positions.

- 5.1.3 All unit positions will be posted on Monday of the week that the bidding process is scheduled. Each posted position shall contain the required certification, and qualifications for the position.
- 5.1.4 Bargaining unit personnel who are included in the current seniority list and meet the certification and qualifications of the posted teaching positions shall have bidding rights on the basis of bargaining unit seniority.
- 5.1.5 Bargaining unit members may not use their seniority to bump another bargaining unit member with less seniority during the school year once the teaching positions have been bid and assigned.
- 5.1.6 Bargaining unit personnel who by-pass their seniority rights to bid on full time posted teaching positions shall be removed from the seniority list on June 1 of each year.
- 5.1.7 Bargaining unit personnel who by-pass their seniority to bid on less than full time posted teaching positions and remain unassigned will be retained on the seniority list for that school year.
- 5.1.8 If a bargaining member is offered a full load teaching assignment and declines that offer, then that bargaining unit member shall be removed from the seniority effective the date of the offer.
- 5.2 Full load teaching assignments shall consist of three (3) posted teaching assignments or six hours daily in the TACT, Adult Education and ESL programs. All UAW program assignments are full load for the purpose of this section.
- 5.3 **Bidding Procedure:** It is mutually agreed that eight (8) teaching positions in the UAW program shall be exempt from the bidding procedure while the bargaining unit personnel currently assigned to these positions remain in their assignment. The names of these bargaining unit personnel are contained in a Memorandum of Agreement on file with the Utica Federation of Teachers and the Human Resources Department of Utica Community Schools. When these individual bargaining unit personnel vacate their UAW program assignments then that position shall be henceforth included in the bidding process.

- 5.3.1 All bargaining unit members on the current seniority list shall receive notice of the bidding time and place prior to the end of June of each year.
- 5.3.2 The Director of Community Education shall provide a location within the school district boundaries to carry out the bidding procedure.
- 5.3.3 The Director of Community Education shall develop the teaching assignment postings to provide for full programming of the desired curriculum and the greatest number of full load opportunities.
- 5.4 **Procedure:** The bidding procedure will consist of two (2) rounds of bidding.
 - 5.4.1 **First Round:** (Consecutive Class Assignment) Personnel bidding during the first round must accept the posted position as designed. Once the assignment has been posted in the First Round changes may not be requested by bargaining unit members.
 - 5.4.2 **Second Round:** (Non-Consecutive Assignment) Personnel bidding during the second round may bid on non-consecutive class assignments.
- 5.5 The maximum number of classes that may be assigned to bargaining unit personnel during the bidding process is three (3) classes.
- 5.6 Once teaching assignments have been posted, bid and assigned, and subsequently, a portion of that assignment is canceled, the successful bidder must keep the balance of the assignment as bid.
- 5.7 Bargaining unit personnel who are not assigned at the conclusion of the bidding process shall be considered unassigned. Unassigned unit members shall have first option for any available employment within the unit during the academic year for appropriate vacancies.
- 5.8 **Academic Advisor:** The assignment of bargaining unit personnel to the position(s) of academic advisor shall be made by the Director of Community Education without regard to seniority.

5.8.1 Assignment will take place prior to the bidding for all other unit positions.

5.8.2 Position responsibilities will be defined in writing and tentative schedules posted with other unit positions.

5.8.3 Academic Advisors will be required to have a valid Michigan Secondary Teaching Certificate.

5.8.3.1 Selection will be considered in the following sequence:

5.8.3.1.1 Selection shall be made from the current bargaining unit;

5.8.3.1.2 If positions remain unfilled, outside candidates will be considered.

ARTICLE VI

SENIORITY

6.1 Seniority shall be established on a bargaining unit basis for all employees in the classifications listed in Article I - Recognition and employed and compensated on or after July 1, 1996.

6.2 **Bargaining Unit Seniority Prior To Consortium** Seniority shall be established on a bargaining unit basis for employment within the Utica Community Schools Community Education Department prior to July 1, 1992 by calculating all service on a yearly basis regardless of the number of days and/or hours worked. An individual employed to teach one class shall receive the same seniority accrued as an individual who was employed to teach more than one class.

6.3 **Bargaining Unit Seniority During Consortium** Individuals employed during the time the program in paragraph 6.2 were under consortium and under the employment of the Van Dyke Public Schools shall have accrued seniority in this bargaining unit and in their respective classifications, for each year, or portion of a year, that they were employed by the consortium.

6.4 **Bargaining Unit Seniority After July 1, 1994.**

- 6.4.1 Bargaining unit seniority shall be calculated on an hourly basis. Each compensated hour shall be calculated as an hour of seniority in the unit.
- 6.4.2 For the purpose of calculating the number of hours of seniority into days each six (6) hours of compensated employment shall equal one (1) day of seniority.
- 6.4.3 For the purpose of calculating the number of days of seniority into years, each 180 days of seniority shall equal one (1) year of seniority.

6.5 Seniority List

- 6.5.1 The initial seniority calculation shall be computed by the Director of Community Education in conjunction with the Human Resource Department. This shall be posted in the Community Education office. Each bargaining unit member will receive a notice of their seniority by mail.
- 6.5.2 Bargaining unit members shall have thirty (30) calendar days to challenge their seniority. Failure to challenge shall signify that the calculation is accurate and shall not be adjusted at a later date. The challenge must be in writing and specify the error in calculation and the desired correction.
- 6.5.3 Unresolved disputes shall be referred to a joint committee of the Union, the Director of Community Education, and a representative from the Human Resources Department. The determination of the committee shall be final and may not be challenged or altered at a later time. In the event of ties the Utica Federation of Teachers lottery shall be used.

6.6 Loss Of Seniority

- 6.6.1 A bargaining unit member shall lose his/her seniority for the following reason(s):
 - (a) Resignation or retirement.
 - (b) Discharged.

- (c) Falsification of employment records, including the pre-employment application, either by design or omission.
- (d) Being in violation of any of the policies of the Utica or State of Michigan Board of Education or any State or Federal law.
- (e) Failure to respond to a recall notice.
- (f) Revocation of State of Michigan Teacher Certification.
- (g) Failure to report for recall.
- (h) Failure to report on the date identified for the purpose of bidding on class schedules.
- (i) No longer carried on the recall roster.

ARTICLE VII

LEAVES OF ABSENCE

- 7.1 Leaves of absence of one (1) semester or less may be granted when approved by the Human Resources Department.
- 7.2 All leaves shall be for a definite period of time with a specific termination date. Personnel granted leave shall be required to report to duty upon the termination of the leave.
- 7.3 The parties agree that abuses which defeat the purpose for which the leave is granted are violative of the ethical standards of the teaching profession and are intolerable to the public responsibility reposed in the Utica Community Schools.
- 7.4 Refusal to grant a leave of absence request shall not be the subject of a grievance.
- 7.5 Probationary employees are not eligible to request a leave of absence except in 7.6.1 and 7.6.2.
- 7.6 **Compensated Leaves**

7.6.1 Bereavement:

- 7.6.1.1 Leave up to a maximum of three (3) normally scheduled working days, when required, may be granted in the case of the teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grand parents, or members in the employee's immediate household.
- 7.6.1.2 The number of hours to be approved will depend on the travel, circumstances and date of funeral.
- 7.6.1.3 Three (3) working days shall not be regarded as the norm.
- 7.6.1.4 Proof of relationship and date of funeral may be required.
- 7.6.1.5 Reference to in-law shall be for current marriage.

7.6.2 Jury Duty:

- 7.6.2.1 Personnel selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of wages provided a statement from the court certifying the days and time of service is filed with the Human Resources Department.
- 7.6.2.2 The individual will remit to the Utica Community Schools the amount of wage compensation received for such duty from the court.
- 7.6.2.3 The individual may retain any and all monies received from the court designated as expenses for jury duty.

7.6.3 Sick Leave:

7.6.3.1 One sick leave day per school year shall be provided. This day is representative of the employee's normal work schedule.

7.6.4 **Business Leave:**

7.6.4.1 One business leave day per school year shall be provided. This day is representative of the employee's normal work schedule.

7.6.4.2 The request for approval must be for a sound, pressing and unavoidable reason and may be subject to verification at the request of the Administration. This day may be used for the necessary business which cannot be conducted on other than the individual's work schedule.

7.6.4.3 Business leave requests require forty-eight (48) hours prior approval.

7.6.5 Leave days specified under compensated leaves are not accumulative.

7.6.6 It is agreed that the use of compensated leave days will be strictly confined to the legitimate purpose specified. It is understood that any member found to have violated these restrictions will be charged with a major offense which shall expose him/her to possible disciplinary action.

7.6.7 Bargaining unit personnel must provide lesson plans for their absence to qualify for compensated leave days contained herein.

7.7 **Worker's Compensation**

7.7.1 As prescribed by the State of Michigan

ARTICLE VIII

LAY-OFF

- 8.1 The term lay-off used herein shall mean the reduction in bargaining unit personnel.
- 8.2 In the event of a lay-off, the order of lay-off shall be:
- 8.2.1 Probationary teachers in the certification area and classification to be reduced.
 - 8.2.2 Tenured teachers according to seniority in the certification area to be reduced.
- 8.3 In the event where the teacher scheduled for lay-off cannot be replaced by a member of the bargaining unit with appropriate certification and qualifications, that teacher shall be retained.
- 8.4 The bumping procedure outlined in this Article shall allow bargaining unit personnel to bump into vacancies in the UAW and/or ESL programs. However, this procedure prohibits bargaining unit personnel the right to bump into positions held by less senior personnel in the UAW and/or ESL programs.
- 8.5 Bargaining Unit personnel shall not accrue seniority while on lay-off.
- 8.6 In the event of a lay-off, the scheduled bargaining unit member to be reduced shall be able to exercise their seniority to bump according to their certification and qualification:
- 8.6.1 Into a vacancy.
 - 8.6.2 Into a bargaining unit position having the least senior teacher according to certification and qualification except as stipulated within this Agreement.

- 8.6.3 The effected bargaining unit member may accept the lay-off unless this acceptance may conflict with the Michigan Teacher Tenure Act and Tenure Commission's Administrative rules and regulations. This acceptance may not be permitted if this would adversely effect the economics of the District.
- 8.6.4 The least senior bargaining unit members who remain unassigned after the completion of the reduction process, shall be laid off.
- 8.6.5 The procedure contained herein does not apply to the normal reduction in the bargaining unit during the time classes are not in session.

8.7 Recall

- 8.7.1 Bargaining unit personnel on lay-off shall remain on the seniority list for two (2) years or their length of service whichever is less.
- 8.7.2 Bargaining unit personnel shall be recalled to teaching positions in accordance with their certification, major/minor(s) and seniority in reverse order of lay-off.
- 8.7.3 Recall will be by phone with follow-up by written certified mail to the individual's last known address on file with the Human Resources Department.
- 8.7.4 Bargaining unit personnel notified of recall shall accept or reject the recall notice within three (3) calendar days of receipt of the recall notice.
- 8.7.5 Bargaining unit personnel who fail to report when recalled, shall be considered a quit.

8.8 Adjustment to Compensation

- 8.8.1 A teacher who is laid off and who is paid unemployment benefits by Utica Community Schools during the summer immediately following the lay-off and who is subsequently recalled to a position during the next school year shall have his/her compensation adjusted

by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess.

8.8.1.1 Utica Community Schools shall develop a repayment schedule with the affected employee that will be completed by the end of the involved school year.

ARTICLE IX

NO STRIKE

- 9.1** The Federation fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools without interruption or interference due to strikes.
- 9.2** Accordingly, the Federation agrees on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed.

ARTICLE X

WAGES

| Teacher | Step | 1996-97 | 1997-98 | 1998-99 | 1999-2000 |
|------------------|------|---------|---------|---------|-----------|
| | 1 | 17.29 | 17.63 | 18.03 | 18.48 |
| | 2 | 17.65 | 18.00 | 18.40 | 18.86 |
| | 3 | 18.00 | 18.36 | 18.78 | 19.25 |
| | 4 | 18.36 | 18.73 | 19.15 | 19.63 |
| | 5 | 18.72 | 19.09 | 19.52 | 20.01 |
| | 6 | 19.13 | 19.52 | 19.96 | 20.46 |
| Academic Advisor | | 20.30 | 20.71 | 21.18 | 21.70 |

Retroactive payment shall be made after final ratification by the Board of Education to all bargaining unit members on payroll after the first payroll period of the second semester of the 1996-97 school year

NOTE: All new wage schedules shall become effective at the beginning of the school year and remain in effect until the commencement of the subsequent school year.

PREP TIME

Prep Time equals 15 minutes per two (2) hour block.

MINIMUM CALL-IN

Two (2) hours shall be allowed to bargaining unit members who are called into work and are sent home.

TRAVEL

When an employee is directed to use their personal automobile to attend or make possible a function of the school's activities or to further the objectives of the program, a mileage rate per mile shall be awarded for the use of such vehicle. Employees who have to go from school building to school building to work shall be compensated at the same mileage rate.

The mileage rate shall be that which is established by the Board of Education.

ARTICLE XI

COMPENSATION

11.1 Payroll deductions may be made for the following:

11.1.1 U.S. Savings Bonds

11.1.2 Union Dues

11.1.3 United Foundation

11.1.4 Credit Union (Macomb County Schools and Government Credit Union)

11.1.5 Tax Deferred Annuities

11.2 Subbing:

11.2.1 Bargaining unit personnel subbing will be compensated at their current wage rate.

11.3 Retirement Contribution

11.3.1 The Board of Education will contribute the employers share as required by the State of Michigan. The employee will contribute their share for MIP membership as required by the State of Michigan.

ARTICLE XII

HEALTH INSURANCE

**ONE HUNDRED PERCENT (100%) CONTRIBUTORY PROGRAM -
SPONSORED BY UTICA COMMUNITY SCHOOLS**

It is agreed that the Utica Federation of Teachers will submit a proposal for a health insurance program available for bargaining unit members at their own expense. Further, it is agreed that compensation for the administrative expenses connected with the program, the Utica Community Schools shall be permitted to charge up to two percent (2%) administrative fee for payroll deductions and billing.


MEMORANDUM OF AGREEMENT

The purpose of this Memorandum of Agreement is to memorialize our mutual understanding that a joint committee of the Utica Federation of Teachers and Utica Community Schools shall be established after final ratification for the expressed purpose of developing an acceptable plan to provide a fifteen (15) minute break for bargaining unit personnel who work in excess of four (4) consecutive hours.

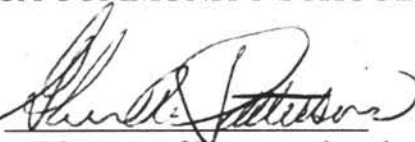
The committee shall submit their plan to the Director of Community Education for his approval. This committee is charged to complete their responsibilities not later than the end of the first semester of the 1997-98 school year.

If the committee is unable to develop an acceptable plan in the time allowed, the Utica Federation of Teachers and Utica Community Schools shall meet to determine any further direction.

UTICA FEDERATION OF TEACHERS

By: 
President

UTICA COMMUNITY SCHOOLS

By: 
Director of Personnel and
Employee Relations

Date:

SENIORITY LIST

UTICA FEDERATION OF TEACHERS ALPHA

The following alphabetical order shall be used for the purpose of arranging an employee's seniority. The first letter establishes a priority on the seniority list where seniority is equal among and between employees. The number one letter has priority and the corresponding letters and extending numbers have decreasing priority through number 26.

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

DURATION OF AGREEMENT

Duration of Agreement: This agreement shall be effective as of **July 1, 1997** and remain in effect until **August 2000**, unless otherwise specified and upon final ratification of the parties.

NONDISCRIMINATION

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.

MEMORANDUM OF AGREEMENT

The purpose of this Memorandum of Agreement is to memorialize our mutual understanding that the following bargaining unit personnel shall be able to continue to be assigned to their teaching assignment within the UAW program without challenge by other bargaining personnel with greater seniority. It is further agreed that these positions remain exempt from the annual bidding procedure only to the extent that these individuals remain continuously in these teaching positions:

Pat Akkashian

Beverly Conlen

Sandra DiDonato

Marla Easlick

Ann Fulton

Joyce Lake

Karen Szpakowski

Arlene Wolney

UTICA FEDERATION OF TEACHERS

UTICA COMMUNITY SCHOOLS

By:



President

By:



Director of Personnel and
Employee Relations

Date:

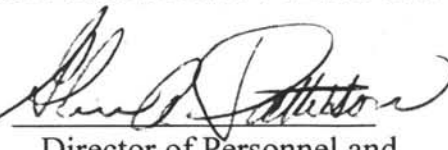
MEMORANDUM OF AGREEMENT

The purpose of this Memorandum of Agreement is to memorialize our mutual understanding that the bidding and assignment Article of this agreement applies only to the extent that the program design and delivery system remain as in existence during the 1996-97 program year.

UTICA FEDERATION OF TEACHERS

By: 
President

UTICA COMMUNITY SCHOOLS

By: 
Director of Personnel and
Employee Relations

Date:

UTICA FEDERATION OF TEACHERS

By: _____
Leonard Fields
Michigan Federation of Teachers

Annette Rozwadowski
Bargaining Representative

Eileen Clase
Bargaining Representative

UTICA COMMUNITY SCHOOLS
MACOMB COUNTY
STERLING HEIGHTS, MI

By: _____
Carol Klenow
President

Kevin Lohmeier
Vice President

Greg Wojtovich
Secretary

Steve Truman
Treasurer

Dick Copus
Treasurer

Cheryl Stratton
Trustee

Carl Territo
Trustee

