



AGREEMENT
BETWEEN THE
UTICA COMMUNITY SCHOOLS
and the
UTICA COMMUNITY SCHOOLS
UTICA PARAPROFESSIONAL ASSOCIATION

JULY 1, 2011 – JUNE 30, 2012

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ARTICLE 1
DESIGNATION OF PARTIES

- 1.1 On this 24th day of October, 2011, 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 Utica Paraprofessional 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 379, Public Acts of Michigan, 1965, for all Utica Paraprofessional Association as specified in Section 3.2 of this Article.
- 3.2 The term "Utica Paraprofessional Association" (UPPA) when used hereinafter in this Agreement shall include all employees as herein defined. Employees holding the following assignment title shall comprise this unit: Elementary Technology Specialists; S.C.O.R.E. Techs, Bilingual paraeducators, Special Services paraeducators, Title I paraeducators, Intervention paraeducators; General Education paraeducators, Research Center paraeducators, and Campus Monitors.

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:
- A. to the executive management and administrative control of the school system and its properties and facilities and activities of its employees during working hours.
 - B. 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 MCL 380.1178 of the Revised School Code of the State of Michigan. 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 Utica Paraprofessional Association 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 Utica Paraprofessional 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 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 in equal installments for each pay date 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.

- 8.4 Authorized political action contributions will be deducted only in accordance with applicable law. Such deductions shall begin only after all appropriate paperwork has been filed with the District.

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 Employer will be the structure recognized by the parties for the term of this Agreement.
- 9.2 The Association will provide the Employer with the names of the Association representatives, alternates and officers upon election or appointment. The Employer will provide the Association with a chain of command chart for processing grievances, naming the individual in each position at the time of the signing of this Agreement, and the changes as they occur. The Employer will also notify the Association when an alternate will be designated to replace an individual.
- 9.3 The Association will be provided up to sixteen (16) 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. The Human Resources Office administrator may grant additional time, upon request from the Association President.
- 9.4 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.
- 9.5 The President will notify the Human Resources Office prior to designating an alternate under this provision.
- 9.6 The Association President or his/her designated representative may be allowed up to one (1) hour per day, to address Association business.
- 9.7 The Employer will provide full pay for one (1) day for each of up to four (4) people, for a total of four (4) days per year, elected as at-large delegates of UPPA, upon prior notice, to attend the state convention of MEA in its convention year.

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

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 PROCEDURE

- 12.1 A "grievance" is any difference that may arise between the parties hereto as to:
- A. Any matter relative to pay, wages, hours of employment and other conditions of employment.
 - B. Any matter involving the interpretation or violation of any of the provisions of this Agreement.

- 12.2 Settlement of grievances initiated more than ten (10) 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 those empowered to process grievances on behalf of the Association to the Employer before the Employer has a duty to deal with them. The Association may change a designated representative by giving ten (10) days prior, written notice to the Employer. 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.
- 12.6 If an employee, or the Association, has a grievance, it shall be presented to the Employer as follows:

A. Informal

1). 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.

2). Each grievance shall have to be initiated within ten (10) working days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within ten (10) working days after the Association or the aggrieved becomes aware of the cause for complaint.

B. Formal

1). 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 ten (10) working days of the receipt of the grievance. Grievance must state the alleged specific contract language violation(s), the issue, pertinent facts, and the desired remedy.

2). Step 2 - Unresolved grievances from Step 1 above must be filed by the Association with the Human Resources Office within ten (10) 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 within ten (10) 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 ten (10) working days from the date of the meeting.

3). Step 3 - Unresolved grievances from Step 2 above must be filed by the Association with the Assistant Superintendent for Human Resources within ten (10) 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 meet with the Association within ten (10) 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.

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

12.7 Expedited Arbitration - Both parties to this Agreement may mutually agree to process a grievance at step four to expedite arbitration. The arbitration shall be conducted under the auspices of the American Arbitration Association. The conduct of said hearing shall be controlled by its rules.

12.8 Powers of the Arbitrator

- A. 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.
- B. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.
- C. The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his/her written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

ARTICLE 13

DISCHARGE, SUSPENSION AND REPRIMANDS

- 13.1 The Employer recognizes the objective of progressive discipline. The concept of just and reasonable cause will apply for the purpose of this Article. However, this Article does not apply to probationary employees.
- 13.2 When an employee is disciplined less than a written reprimand; which is to be affixed to his/her personnel record, the Association and the employee shall be notified in writing, within three (3) working days, of the action. An employee may request, in writing, that no written notice be sent to the Association.
- 13.3 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.

ARTICLE 14
PROBATIONARY EMPLOYEES

- 14.1 The probationary period for new hires shall be the first forty-five (45) working days of their employment. New hires shall be entered on the seniority list from the first day worked.
- 14.2 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 Employer may extend the probationary period thirty (30) working days, for a total probationary period of seventy-five (75) working days. The Employer will send written notification to the Association of the reasons for the extension.
- 14.3 The Employer shall send written notification to the Association within ten (10) working days of the probationary employees completion of the probationary period.
- 14.4 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. In accordance with Article 27, probationary employees shall be compensated for all holidays occurring during his/her probationary period.

ARTICLE 15
SENIORITY

- 15.1 Seniority shall be based on system-wide seniority beginning with the first day worked in a UPPA position. Seniority within assignment title shall be based on the employee's system-wide seniority date.
- 15.2 The seniority list shall be sent and posted in each building in a central location semi-annually November 15 and April 15 and will show the assignment title, classification and system-wide seniority date for each employee. A copy of the seniority list shall be forwarded to the Association President at least five (5) working days prior to November 15 and April 15.
- 15.3 Once the seniority list is published it shall be open for challenge for fifteen (15) working days. Any employee who believes his/her seniority date is incorrect shall contact Human Resources. The Employer shall notify the Association prior to a final adjustment being made in any employee's seniority date.

- 15.4 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.
- 15.5 An employee shall lose his/her seniority for the following reasons:
- A. He/she quits or retires.
 - B. He/she is discharged and discharge is not reversed through grievance proceedings.
 - C. 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.
 - D. 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.
 - E. He/she overstays a leave of absence, unless there are extenuating circumstances.
 - F. He/she gives a false reason for a leave of absence.
 - G. He/she engages in other employment during such leave, except as provided in Article 25.7, "Career Change Leaves".

ARTICLE 16

REDUCTION IN WORK FORCE

- 16.1 The Association recognizes the exclusive right of the Employer to determine personnel cuts.
- 16.2 The word "lay-off" means a reduction in the working force. The word "displaced" means an employee whose position has been reduced in hours or has been eliminated. In the case of a position elimination or reduction of hours as a result of a decreased building allocation, the least senior employee within the assignment title in that building shall be displaced. System-wide seniority shall be used however, to determine any lay-offs.
- 16.3 In the event of a lay-off, the order of lay-off shall be:
- A. Probationary employees within the assignment title being reduced; then

- B. The least senior employee within the assignment title being reduced.
 - C. The Employer will provide the Association with ten (10) working days written notice prior to any reduction in the workforce including lay-off.
- 16.4 Employees displaced due to the elimination or reduction of hours in his/her position and providing they meet the necessary qualifications, shall:
- A. have the right to accept voluntary lay-off instead of exercising their right to bump;
 - B. be placed into a position within the assignment title with similar hours (plus or minus one (1) hour) or bid into an open position with similar hours (plus or minus one (1) hour);
 - C. bump the least senior employee within the assignment title being reduced;
 - D. bump the least senior employee in the classification provided the displaced employee meets the qualifications of the position;
 - E. bump the least senior employee in the next lower classification provided the displaced employee meets the qualifications of the position;
 - F. continue the bumping process outlined herein through the remaining classifications;
- 16.5 All openings for the succeeding school year shall be posted by title and classification, at a bid session. Bids shall be taken in seniority order for the known vacancies existing as of the day of the bid session. The bidder with the highest seniority who is qualified, for the position shall be transferred into the open position should they bid on it. The Human Resources Department and the Association will host the bid session for the school year no later than August 15th for the following school year. The bid session will be ruled by guidelines and/or procedures developed by the Association and Human Resources Department.
- 16.6 Employees laid off or reduced in hours under the terms of this Article shall be able to apply for unemployment or underemployment. The Employer shall not contest such unemployment or underemployment claims.
- 16.7 Articles 16 and Article 17 will be reviewed annually, prior to May 1st, by the Human Resources Department and the Association to discuss the following:
- Anticipated staffing needs/changes for the upcoming school year

- Communication plan to employees regarding assignments for the upcoming school year
- To develop written bid/bump guidelines and/or procedures if needed, consistent with previous years process.

ARTICLE 17

RECALL

- 17.1 The District will provide the Association with a written list of employees placed on the recall list prior to August 15th.
- 17.2 Employees laid-off through the procedures specified in Article 16, shall be maintained on a recall list for a period equal to their system-wide seniority or at least one year.
- 17.3 Laid-off employees shall be recalled in the inverse order of the layoff based on his/her system-wide seniority. The most senior employee shall be recalled to the first opening in a position of similar hours (plus or minus one (1) hour) for which he/she is qualified.
- 17.4 Recall will be by written certified notice, return receipt requested, to the employees' last known address on file with the Employer and shall require that the employee report for work within five (5) working days after delivery or proof of non-delivery.
- 17.5 If the laid off employee fails to report for recall, he/she shall be considered a quit. The Employer shall immediately notify the Association of any laid-off employee who fails to report for recall.

ARTICLE 18

ASSIGNMENT

- 18.1 Employees will be assigned work areas in accordance with the needs of the Employer. 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.
- 18.2 An employee who is requested by the employer to work during the summer, shall be paid his/her contractual rate.
- 18.3 When an employee is assigned to work in a higher classification for a period of two (2) or more days, he/she will be paid the rate of the higher classification.

When an employee is assigned to work in a lower classification, he/she shall suffer no loss of pay. This provision shall not be applicable to employees when involuntarily transferred pursuant to Article 16.

- 18.4 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.
- 18.5 Temporary positions are those that do not exceed seventy-five (75) work days. The Association will be notified of the hiring of all temporary bargaining unit employees.
- 18.6 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.

ARTICLE 19

VACANCIES

- 19.1 All vacancies and newly created jobs within the bargaining unit shall be posted listing the specific requirements of the position for a period of five (5) work days in a conspicuous place in each building. All postings will be posted via the District website.
- 19.2 Employees interested in the vacancies shall apply online within the five (5) day posting period. Notification in writing shall be made to the selected applicant and to those not selected within five (5) work days after the close of the interview period.
- 19.3 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 in the District. 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 from within the title assignment will be awarded the position. If there are no applicants from within the title assignment, the most senior qualified applicant from within the classification will be awarded the position. If there are no applicants from within the classification, the most senior qualified applicant from outside the classification shall be awarded the position.
- 19.4 **TEMPORARY TRANSFERS** - 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.

- 19.5 INVOLUNTARY TRANSFERS - 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.

ARTICLE 20

TESTING

- 20.1 Testing, for the purpose of qualifying for promotions, shall be conducted twice yearly, if needed, by the Employer at an announced time and place and shall be open to all bargaining unit members wishing to participate. Additional tests may be given during the year based on the particular circumstances involved. Results of such tests will be made known to the individual employees at the time the results are placed in the personnel file and any employee may retake any test being given at the next testing session. Test results shall be placed in the individual's personnel file. All tests shall be administered and scored at no cost to the member.
- 20.2 The Employer may require any member to wait one calendar year before retaking any specific test.
- 20.3 One member of the UPPA, appointed by the President, shall be entitled to sit upon a joint committee established to review procedures, establish the role such testing plays in hiring and assignment, and define qualifications and skill levels required for unit positions. All test pursuant to this Article may be annually reviewed for relevancy by the joint testing committee.

ARTICLE 21

PAID LEAVE

- 21.1 Sick Leave: (Seniority accumulative and benefits accruing)
- A. Employees shall accumulate one (1) day of sick leave allowance, equivalent to the number of hours normally worked in their work assignment for each month the employee receives pay in a regular yearly position. Unused sick leave shall accumulate up to a maximum of one hundred (100) days and shall be designated as "accumulated sick leave allowance".
 - B. When leave is exhausted, such employees shall not accrue any more days unless working.
 - C. 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 or actual hours absent, and the employee's current rate of pay. Employees must report sick leave absences using the absence reporting system and may report sick leave absences on an hourly basis using the absence reporting system.

- D. 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.
- E. 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.
- F. Upon retirement by or death of a bargaining unit member from the Utica Community Schools and the Michigan Public Schools Employees Retirement System, the employee or the employee's estate will be compensated for those accumulated sick leave days in excess of fifty (50) up to one hundred (100) days at the rate of \$5.00 per hour.
- G. 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 a spouse, children, parent or a family member residing in the employee's household.
- H. 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 Employer.

21.2 Personal Leave:

- A. Three (3) 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 only be taken in half or whole days. 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.
- B. 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.

21.3 Business Leave:

- A. 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.

21.4 Funeral Leave:

- A. In the event of the death of an employee's parents, step-parents, child, step-child, spouse, sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law, sister-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.

21.5 Association Funeral Obligations:

- A. 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.

21.6 Judicial Obligations:

- A. An employee who serves on jury duty will be considered on the job for purposes of leave accrual and will be paid the difference between his/her pay for jury duty and his/her regular pay.
- B. If a UPPA employee is subpoenaed by the School District or on behalf of the Employer, this time shall not be deducted from their sick leave.

ARTICLE 22

UNPAID LEAVE

- 22.1 Leave of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority. Leaves will be granted upon written request to the Human Resource Office, without loss of seniority or classification to all full time employees with one (1) year of employment. Leaves may be granted, upon written request, without loss of seniority or classification to part time employees at the discretion of the employer. Leaves may be granted for:
- A. 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.)
- 22.2 Disability Leave: (Seniority accumulative and benefits accruing - per Article 34.)
- A. 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.
- 22.3 Prolonged illness in the immediate family with appropriate medical documentation: Spouse, child, step-child, parent, step-parent, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-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.)
- 22.4 Leaves may be extended by the employer for good cause. Such extensions shall not exceed one (1) year.
- 22.5 Consent Leave: (Seniority fixed (ten (10) days or more) and benefits non-accruing.)
- A. 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.

22.6 Military Leaves:

- A. 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.

22.7 Career Change Leaves: (Seniority fixed and benefits non-accruing.)

- A. 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.

- B. Article 17.1.7 shall not apply to persons granted career change leaves.

22.8 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 16. This provision does not apply to those on a leave in accordance with Articles 22.5, 22.7.

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

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

22.11 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 23

HEALTH AND SAFETY IN THE WORK PLACE

23.1 It is recognized that the health and safety of employees is a prime concern of the Employer. Therefore, a district-wide emergency plan providing for individual building and department programs will be established and modified periodically by the Employer to maintain its effectiveness. This procedure is a proper subject for discussion at a Special Conference.

- 23.2 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.
- 23.3 A fan-out procedure utilizing the telephone and UPPA staff shall be established and evaluated periodically by the Administration in consultation with the Association.
- 23.4 In the event of an emergency, procedures to be followed are described in the Utica Community Schools Crisis Management Plan.
- 23.5 The Employer may, at its discretion, require that an employee submit to an Independent Medical Examination to determine an employee's fitness for duty. The cost of such exams shall be borne by the Employer.

ARTICLE 24
HOLIDAYS

- 24.1 All bargaining unit members shall receive eleven (11) holidays with pay, in which they are not required to work, at the bargaining unit member's regular wage.

Bargaining unit members shall be notified of the eleven (11) paid holidays no later than ten (10) days after the start of each school year.

- 24.2 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 25
WORK SCHEDULE

- 25.1 Work Year: The work year shall be established by the Assistant Superintendent for Human Resources or designee.
- 25.2 Work Week/Work Day: The employee's work week and work day shall be based on the needs of the Employer and in accordance with Article 19 (Vacancies).

- 25.3 School Closure: When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the employee has no control over, employees will not be required to work and, will be paid by the District at their regular rate of pay for the first two (2) days school is declared closed. If school is declared closed for more than two (2) days during a school year, employees will not be required to work and, will be paid at their regular rate of pay for the day by having one (1) accumulated sick day deducted from their balance.
- 25.4 Each employee will have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. The specific time of the break will be agreed upon with his/her immediate supervisor.
- 25.5 All employees working more than four (4) hours per day, shall be entitled to a duty free uninterrupted lunch period of not less than one (1) hour unless required to work with a student. If required, the employee will be paid for the time taken from lunch period. Modifications of this provision is subject to mutual agreement between employee and immediate supervisor with approval of the Association and the Employer.
- 25.6 Employees may be requested to work on scheduled parent teacher conference, open house, and/or in-service days. If the employee is required to work, he/she shall be compensated at his/her contractual rate for work performed on such days.
- 25.7 Employees who participate in school sponsored overnight school functions shall receive \$50 for each evening they are required to stay overnight.
- 25.8 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.
- A. The Employer will notify employees of the date they are to report for work the subsequent school year by August 1st of each year.
- 25.9 Inservice Days - Employees 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 26

OVERTIME

- 26.1 The general policy regarding overtime for employees is that it is first offered to employees within a department provided that the employee 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.
- 26.2 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 and Sunday work shall be compensated at twice the amount of the employee's regular rate of pay without regard to the total number of hours worked during the regular work week.

ARTICLE 27

CONTINUING EDUCATION

- 27.1 Employee who successfully complete previously approved courses of study dealing with the skills required for his/her position shall be reimbursed for the tuition paid.
- 27.2 In order to receive reimbursement, employee must have prior approval from the Human Resources Department concerning the studies to be pursued. The employees shall receive a written explanation if his/her request is denied. The Association shall receive a copy of the explanation.
- 27.3 When tuition reimbursement is received by an employee 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 Human Resources Department or a designated representative and the Association President or a designated representative.
- 27.4 Employees who have successfully completed a degreed program in a related field at an accredited institution will be entitled to a one time payment of \$200.00. This payment will be made upon receipt of an official transcript in Human Resources. This payment will also be offered to those who currently hold, and provide verification of, a paraprofessional certification from an accredited institution or the MISD.

- 27.5 The Employer shall reimburse employees the cost of required testing provided the employee presents proof of passing such test. This would include all who have already paid for and passed tests required by ESEA.

ARTICLE 28

WORKER'S COMPENSATION

- 28.1 Each employee shall be covered by the applicable Worker's Compensation laws.
- 28.2 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 at the equivalent straight time rate from the employee's accumulated sick leave.

ARTICLE 29

BULLETIN BOARDS, BUILDING & EQUIPMENT USE & MAIL

- 29.1 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.
- 29.2 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 Employer.
- 29.3 The Association shall have the right to use, on the school premises, all equipment, for the purpose of Association at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained from the building principal or his/her representative. Denial of requests is not subject to the grievance procedure.
- 29.4 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.
- 29.5 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 30
NO STRIKE

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

ARTICLE 31
CLASSIFICATION CHART

Classification A

Elementary Technology Specialist

Classification B

Bilingual Paraeducators
Special Services Paraeducators
Title I Paraeducators
S.C.O.R.E. Tech
Intervention Paraeducators

Classification C

Campus Monitors
General Education Paraeducators
Research Center Paraeducators

ARTICLE 32
SALARY SCHEDULE

32.1 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 increased salary amounts as specified in the chart that follows: The number of hours a bargaining unit member works will not be taken into account until the member becomes eligible for a longevity payment. From the eighth year forward, said member must be working a minimum of three hours to be eligible for the longevity payment.

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

2011 2012

	Hourly Employees - less than 6 hours/day	Hourly Employees - 6 hours/day or more
8 years	\$600	\$700
13 years	\$650	\$750
20 years	\$700	\$800

EXPERIENCE FOR IN-COMING EMPLOYEE:

Credit for in-coming employee may be granted to such new employee up to step 3 on the salary schedule.

Increments shall be adjusted two times per year. Individual increment dates which fall between July 1 and December 30 shall be paid as of July 1. All others shall be paid as of January 1.

32.2 SALARY SCHEDULE

2011-2012						
Class A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ETS	10.99	11.59	12.47	12.84	12.97	13.10
Class B						
Bilingual	10.81	11.39	12.27	12.64	12.77	12.90
Intervention	10.81	11.39	12.27	12.64	12.77	12.90
Special Services	10.81	11.39	12.27	12.64	12.77	12.90
Title I	10.81	11.39	12.53	12.89	13.79	13.93
SCORE Tech	10.81	11.39	12.78	13.91	14.05	14.19
Class C						
Campus Monitor	10.65	11.23	12.10	12.46	12.59	12.71
General Ed	10.65	11.23	12.10	12.46	12.59	12.71
Research Center	10.65	11.23	12.10	12.46	12.59	12.71

\$.15 per hour NCLB Certification (Title I and S.C.O.R.E. Tech excluded)

The amount of one hundred dollars (\$100.00) shall be paid to all bargaining unit members who have been at Step 6 for more than one (1) year, within thirty (30) days of the ratification of the Master Agreement by both parties

ARTICLE 33

BENEFITS

33.1 Eligibility

- A. The Employer shall provide all bargaining unit members with the following benefits:

1). Life Benefits

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

2). Long Term Disability Benefits

LTD benefits will commence 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%) fully integrated basis of monthly salary with a ceiling of \$1,500 per month.

- B. The Employer shall provide all full time six (6) hour employees in Classification A with the following benefits subject to the provisions herein. Full time employees shall be defined as employees who work at least six (6) hours per day or thirty (30) hours per week during the school year.

1). Hospitalization Benefits

BCBSM Community Blue 1 PPO with \$30 co pay on office visits, chiropractic spinal manipulations, and urgent care visits, and a \$50 emergency room co pay for in network services, \$250 preventative care yearly maximum per member. Preferred Rx: \$10 generic/\$40 brand co pay with contraceptive medications, devices and injections with in network facilities, mail order Rx: 1 co pay for 90 day supply (MOPD1).

2). Dental Benefits

Dental insurance coverage with 90/85/50 benefits for in-network dentists. The carrier for the coverage shall be determined by the Employer.

3). Vision Benefits

Benefits equal in nature to the NVA-2 vision care program.

- C. The Employer shall provide all full time, six (6) hours or more employees in Classification B and C with the following:

1). Hospitalization Benefits:

The opportunity to purchase during open enrollment.

Plan as defined in 39.1.2A or A CMM-PPO program with an annual \$500/\$1,000 deductible and a 20% co-pay. Preferred RX Prescription Drug Program PD-CR \$10.00.

2). Dental

The opportunity to purchase during open enrollment.

Dental insurance coverage with 90/85/50 benefits for in-network dentists only. The carrier for the coverage shall be determined by the Employer.

3). Vision Benefits

Benefits equal in nature to the NVA-2 vision care program.

- 33.2 Employees eligible for benefits as noted in 33.1,B who show proof of insurance from a provider other than the Utica Community Schools shall be entitled to a payment of \$1,000.00 to be paid in (2) equal \$500.00 payments, one in the first pay in December, the second in the last pay in June. In the event that the employee loses insurance coverage during the school year from the other provider, the employee will be entitled to begin coverage in the month following notification to Human Resources.

Former UCS/SPA Classification VI members who are receiving health insurance benefits due to eligibility from the previous unit will be provided with an equivalent plan coverage until they either leave employment with Utica Community Schools, or are no longer working full time.

ARTICLE 34

INSURANCE PROVISIONS - LEAVE OF ABSENCE

34.1 Paid Leave of Absence:

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

34.2 Non-Paid Leave of Absence:

- A. 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.
- B. All other non-paid leaves: All insurance provisions shall cease the first of the month following the start of the non-paid leave listed herein.

ARTICLE 35
MISCELLANEOUS

- 35.1 It is hereby agreed that Utica Community Schools will provide Campus Monitors with a coat for use in inclement weather once every five years. Should the coat be lost or stolen, it will be the responsibility of the Campus Monitor to provide a replacement coat of the same style for the duration of the five-year cycle or to compensate the District for a replacement.
- 35.2 All bargaining unit members required to drive personal automobiles in the course of their employment including travel between buildings or otherwise use their automobiles in service to the District shall be reimbursed for all mileage at the IRS allowance rate. All mileage forms must be submitted to the District through the business office in compliance with the District timelines.

ARTICLE 36
IN-SERVICE

- 36.1 Employees will be provided compensated staff development opportunities beyond their regularly scheduled work day equal to one day's regularly scheduled hours.
- 31.2 This in-service shall be scheduled in two half day blocks in January.

ARTICLE 37
UTICA ALPHA

37.1 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 through 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	

ARTICLE 38
CLASSIFICATION REVIEW COMMITTEE

38.1 A Classification Review Committee shall be established.

The joint committee will be composed of three (3) members/representatives appointed by the Association President, and four (4) member/representatives appointed by the Employer. The Committee will meet at the direction of the Human Resources Department.

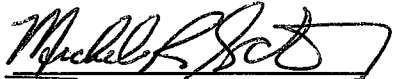
Requests for review shall be submitted by the employee to the Human Resources Office and shall be marked confidential.

ARTICLE 39
AMENDMENTS AND TERMINATION

39.1 This Agreement shall commence July 1, 2011 and shall continue in full force and effect until June 30, 2012. 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, 2012. 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.

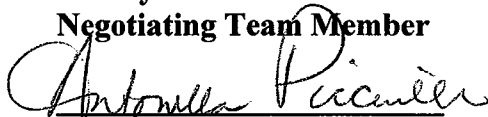
**UTICA COMMUNITY SCHOOLS –
UTICA PARAPROFESSIONAL
ASSOCIATION**



Michelle Schimelfening, President



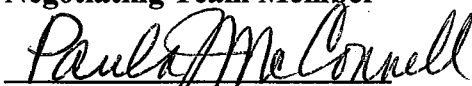
**Wendy Poterek
Negotiating Team Member**



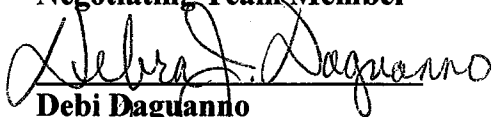
**Antonella Piccirilli
Negotiating Team Member**



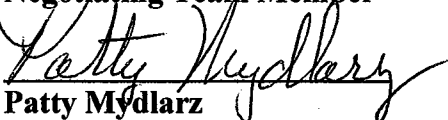
**Annette Garofalo
Negotiating Team Member**



**Paula McConnell
Negotiating Team Member**



**Debi Daguanno
Negotiating Team Member**




**Patty Mydlarz
Negotiating Team Member**

**BOARD OF EDUCATION UTICA
COMMUNITY SCHOOLS MACOMB
COUNTY, MICHIGAN**



Carol Klenow, Ed. D. President



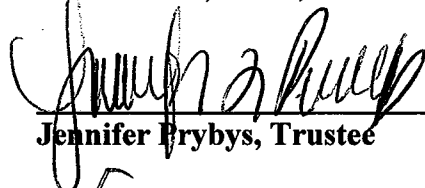
Gene Klida, Vice President



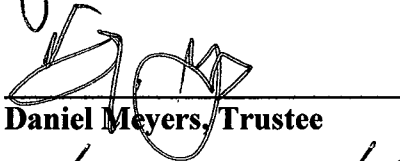
Michele Templeton, Secretary



Robert Ross, Ph.D., Treasurer



Jennifer Frybys, Trustee



Daniel Meyers, Trustee



Ken Krolczyk, Trustee

October 6, 2011

Mr. Michael Sturm
Executive Director of Human Resources
Utica Community Schools
Administrative Service Center
11303 Greendale
Sterling Heights, MI 48312

Dear Mr. Sturm:

This letter summarizes the understanding we have reached regarding the 2011-2012 staffing of Special Education Paraeducators (SETAS). For the 2011-2012 school year, SETAS shall not incur any elimination in positions or any reduction in hours. To be certain this letter accurately reflects our understanding, please indicate your understanding and agreement by signing on the signature line below.


Sincerely,

Utica Paraprofessional Association



Michelle Schimelfening, President

I acknowledge and agree to the terms and conditions set forth above.



Michael Sturm

Date 10/6/11